

DRAFT MEMORANDUM OF UNDERSTANDING

Redevelopment of the Former UW Campus Property

Richland County and the City of Richland Center

Purpose

This Memorandum of Understanding ("MOU") outlines the partnership between Richland County (the "County") and the City of Richland Center (the "City") (each a "Party," together the "Parties") for redevelopment of the former UW Campus property.

This partnership joins the County's land with the City's planning authority, development capacity, and financial contribution to return public property to active use in a way that serves both jurisdictions and the broader community. Both Parties recognize housing as a shared priority for the site and a pressing need for the Richland Center community.

Definitions

Except as otherwise provided, in this MOU:

1. "Completing the development" shall mean, in context of Phase 1, within a five (5) year period, ten (10) homes have been completed and are ready to be lived in by prospective buyers.
2. "Contractor" shall mean the City of Richland, acting as the prime contractor for the Project, which will subcontract Project work to one or more subcontractors.
3. "Developer" means a third party that has been contracted to oversee the Project at large or provide contracted for services in connection to the Project.
4. "MOU" shall mean this Memorandum of Understanding, including any exhibits and written amendments.
5. "Project" shall mean the campus redevelopment project, in whole or in phases.

Shared Goals

1. Redevelop the property consistent with the County and City comprehensive plans, prioritizing housing to meet community needs and strengthen the surrounding neighborhood and the long-term vitality of Richland Center.
2. Convert the property from tax-exempt public land into productive, tax-generating use that benefits every taxing jurisdiction, including the City and the County.
3. Combine the County's land with the City's HUD funds and development tools to attract private investment and maximize the return on every public dollar committed to the site.
4. Redevelopment complies with applicable regulations, and that environmental, infrastructure, and financial analysis confirms viability before any developer commitment.
5. Respect and preserve each Party's authority, the County over the disposition of its land and the City over planning, zoning, and development within its boundaries, while coordinating those roles toward a shared outcome.
6. Preserve the parkland and access for pedestrians and motorized and unmotorized vehicles on the northern portion of the property (approximately 50 acres) shown on Exhibit A – UW Campus Redevelopment – Concept Plan as public green space.

7. Support the County's interest in a potential site for a future County government building, subject to the City's land use process.

Roles, Responsibilities, and Governance

Richland County owns the former UW Campus land and will decide how and to whom it is conveyed. The County also contributes and a redevelopment vision consistent with its Comprehensive Plan.

The City of Richland Center has authority over planning, zoning, land use, infrastructure, and development approval within its boundaries. The City will direct redevelopment decisions, guide the site through its approval processes, and provide and maintain the infrastructure that serves it. It will also apply its experience in economic development, project financing, and developer negotiations, and will act as owner for any land it acquires.

The City Administrator and County Administrator, or their designees, will serve as points of contact to coordinate shared priorities and resolve day-to-day issues. Any conveyance of land or commitment of funds remains subject to approval by the Common Council or County Board. Neither Party can deliver the project alone, so each will respect the other's authority while working toward a shared outcome.

Financial Commitments and Grant Protection

The extent of the County's financial contributions are as follows: Richland County received \$2,000,000 through its Campus Redevelopment Grant, designated for campus redevelopment, and has applied the entirety of those funds toward site preparation, demolition of existing structures, environmental remediation, and related predevelopment costs, consistent with the requirements of that grant.

The City of Richland Center holds \$2,500,000 in HUD grant funds that may be fully deployed at the site, representing the City's financial commitment to this project. The City intends to apply these funds toward public infrastructure serving the site, including streets, utilities, stormwater, and related improvements, and toward eligible activities supporting the housing objective, consistent with HUD and applicable federal requirements. The City is authorized to incur soft costs but must have a HUD approved Action Plan before being eligible to deploy the grant funds.

Responsibility for Own Grant. Each Party is solely responsible for complying with the program requirements, terms, and conditions of the grant funds it administers. Neither Party assumes the other's grant compliance obligations by entering into this MOU.

Cooperation. Each Party will provide the other with records, information, and access reasonably needed to meet grant requirements affecting the site. Each Party will give the other written notice within ten (10) business days after it receives any audit finding, notice of noncompliance, or demand for repayment that could affect the other Party or the project.

Reimbursement for Grant Losses. Each Party shall reimburse and hold harmless the other for any Grant Loss caused by:

- a) Its failure to comply with the requirements of the grant funds it administers;
- b) Any act or omission that causes the other Party to fall out of compliance with, or default under, the requirements or deadlines of that Party's grant; or
- c) Its failure to perform an action this MOU assigns to it, such as conveying land in an agreed phase pursuant to a mutually executed conveyance instrument. For avoidance of doubt, County's completed demolition, site preparation, remediation, and other predevelopment activities shall

not be deemed 'dependent work' giving rise to any additional County obligation or Grant Loss exposure.

"Grant Loss" means any repayment, disallowed cost, penalty, interest, or recapture of grant funds, plus reasonable costs to cure a default or respond to an audit or enforcement action by the granting agency. Where both Parties contribute to a Grant Loss, responsibility is shared in proportion to each Party's fault.

Notice of Grant Requirements. To support this section, each Party will give the other written notice of the grant requirements, deadlines, and restrictions that the other Party's actions could affect. This includes, for HUD funds, any limit on actions taken before environmental review is complete. A Party's failure to give this notice may be considered in allocating relative fault. It does not by itself excuse the other Party's obligations.

Enforcement. Either Party may enforce this section in the Circuit Court for Richland County. The remedies may include damages. Withdrawal from or termination of this MOU does not release a Party from liability for a Grant Loss caused by acts or omissions that occurred before the withdrawal or termination took effect.

Nature of Obligation. The obligations in this section are contractual obligations entered into under Wis. Stat. § 66.0301. Neither Party will assert the notice of claim requirements of Wis. Stat. § 893.80(1d), the damage limitations of § 893.80(3), or the immunity provisions of § 893.80(4) as a defense to a claim by the other Party under this section, provided the claiming Party gives written notice of the Grant Loss within ninety (90) days after learning of it. Nothing in this section waives or limits any immunity, defense, or liability limitation available to either Party against claims brought by any third party.

Land Ownership and Transfer

The structure of land ownership is a foundational decision that directly affects the complexity of the redevelopment process, including each Party's ability to invest public funds, administer grants, and negotiate with developers from a position of authority. The Parties have determined that the property will be conveyed to the City in phases, with each area transferred as it is ready for development. The second phase of conveyance is dependent on the City completing the development within five (5) years, as defined by the definition section, from when the initial conveyance of phase 1 was made. The County may use its discretion to extend the five (5) year completion timeframe. If the City fails to complete the development within five (5) years, the City shall convey the land back to the County for one dollar (\$1.00) and other valuable consideration. This approach consolidates planning and redevelopment control with the City, which holds land use authority within its boundaries, while keeping the amount of land held ahead of development to a minimum and aligning each conveyance, and the related maintenance and carrying obligations, with actual progress.

Phased Conveyance

The County may convey each area of the property to the City as it is ready for development. The phases follow the areas shown on the attached map (Exhibit A) - UW Campus Redevelopment – Concept Plan and are described in the expected order of development. Specific boundaries, acreage, and timing for each phase will be finalized as engineering, environmental, and infrastructure work is completed. Any parcel the County retains for its own use under Phase 3 will not be conveyed to the City.

- **Phase 1 – Hive Drive Single-Family Area.** This phase will be the first area developed and covers approximately 20 single-family homes adjacent to Hive Drive. It aligns with the initial Hive Drive

infrastructure work, including curb, gutter, and sidewalk improvements extending from Highway 14. In consideration of the City's infrastructure hard costs and the soft costs of managing the project and negotiating development agreements, the County will convey the Phase 1 area to the City for one dollar (\$1). Final boundaries will be established by Certified Survey Map (CSM) or subdivision plat at cost to the City.

- **Phase 2 – Eastern Mixed-Housing Area.** This phase covers approximately 200 residential units of mixed housing types east of Phase 1. Construction depends on the infrastructure corridors and access improvements identified through the City's engineering, WisDOT, and environmental work. This phase is dependent on available funding and viable development proposals.
- **Phase 3 – Commercial & Potential County Government Parcels.** The southeastern portion of the property is conceptually identified for commercial development and/or a possible County government building. Any portion the County uses for its own purposes will be retained and owned by the County in perpetuity, with parcel boundaries confirmed by the Parties once the governmental use is defined. All development in this area requires authorization through the City's land use process. This phase is dependent on available funding and viable development proposals.

Each conveyance is subject to (i) mutually acceptable definitive conveyance documents approved by the County Board and the Common Council, (ii) confirmation that the County's conveyance does not create ineligibility, recapture, or other Grant Loss under the County's grant, and (iii) agreement on consideration. No implied obligation to convey arises absent such approvals and documents.

The northern portion of the property (approximately 50 acres) is expected to remain county parkland and is not part of the redevelopment phases.

Governmental Building and Authorization Process

The County has expressed an interest in constructing a governmental building for its own use on a defined portion of the site. The use may not be authorized under the current R-1 zoning district, and its authorization is a matter reserved to the City through its land use process.

The City commits to process the planning action needed to approve this possible, whether through a planned development district, a text amendment, a rezoning, or another appropriate mechanism, and to refer the matter to the Plan Commission and the Common Council through the required public process without undue delay. The Parties understand that final approval is a legislative decision that must follow the required public hearings and process, and cannot be pre-committed. The City's commitment is to a fair, timely, and good-faith path to consideration of the County's intended use, coordinated with the land conveyance and the broader planning for the site.

Development Timeline

The County has identified prompt redevelopment, and the avoidance of a prolonged period of vacancy, as a central priority. Both Parties share the goal of moving the site to active use without unnecessary delay.

The Parties anticipate the following sequence:

1. Complete a concept plan for the entire redevelopment area.

2. Define the Phase 1 boundaries for conveyance to the City.
3. Execute the conveyance.
4. Solicit developer proposals.
5. Select and negotiate with developers.
6. Begin construction.
7. Parallel to the above sequence, and by no means the final step in the sequence, begin planning, zoning, and predevelopment design, including any approvals needed for the County's intended use of its parcel.

Near-Term Targets. The Parties share the goal of commencing Hive Drive infrastructure work in 2027, with Phase 1 housing development to follow as quickly as possible. The pace of Phase 1 and later phases will depend on developer interest and, for subsequent phases, on obtaining additional grant funding. To encourage timely construction, the Parties may pursue strategies such as offering parcels at a reduced price subject to an enforceable build requirement of eighteen to twenty-four months. A realistic timeline for the remaining phases will be developed as funding and engineering work progress.

City Actions Under Way. To keep the project moving, the City has begun the preliminary work needed to access HUD funding for Phase 1, including:

- Refining the concept plan for road alignments and infrastructure corridors, informed by the SEH and County planning work.
- Meeting with engineers, traffic consultants, and WisDOT on the master plan needed for a long-term Highway 14 access agreement.
- Working with HUD on the required Action Plan filings.
- Contracting for the official wetland determination and delineation required for environmental review.
- Modify the concept plan to account for land given to Symons and preservation of foot paths.

Next Steps Upon Approval of the MOU

- Engage the County Board, City Plan Commission, Common Council, and any County committee or board as required by the City's and County's planning and zoning processes.
- Finalize the master plan for WisDOT submittal to support City road development and a long-term Highway 14 access agreement.
- Contract for WisDOT reviews and a Traffic Impact Analysis.
- Begin design engineering for the Phase 1 subdivision and update infrastructure cost estimates for all phases.
- Finalize the HUD Action Plan to access grant funds.

Master Plan

The City and County will jointly develop and adopt a master plan for the properties. Once adopted, the master plan will be the reference for evaluating development proposals for the site, including those under County-Received Development Interest. It may be amended only by mutual written agreement of the Parties. Until adoption, the Parties will coordinate on any development proposal to ensure consistency with the shared goals of this MOU.

Developer Solicitation and Selection

The City directs planning and redevelopment of the site and holds title to each area conveyed to it. Accordingly, the City will solicit and select the developer or developers for the site of each phase, consistent with its authority over land within its boundaries and its experience in development negotiations and project financing. Nothing in this section limits the County's reserved right, for County-owned parcels, to market, solicit, receive, negotiate, or accept third-party offers.

The City will conduct solicitation and selection in a manner consistent with the shared goals of this partnership, including the priority on housing of all types the local market can support, the return of the property to productive and tax-generating use, and the requirement that redevelopment proceed only after environmental, infrastructure, and financial analysis confirms a project is viable. As part of this process, the City will consider and reach out to any potential developers the County has already identified, to determine whether interest remains and whether a viable project can be produced. The City will keep the County informed on a quarterly basis of progress being made..

County-Received Development Interest. Where the County continues to hold title to one or more phases not yet conveyed to the City, and the County may independently solicit developers for any County-held phase. The County may also entertain unsolicited development interest it receives directly, subject to the following:

1. **Projects consistent with the master plan.** Where the County receives an unsolicited proposal for a County-held phase that is consistent with the adopted master plan for the site, the County will provide the City written notice of the proposal and will adhere to the City's planning, zoning, and approval requirements.

In either case, any such project must satisfy the City's planning, zoning, and approval requirements, and must include enforceable performance commitments, including a requirement that construction commence and be completed within a defined period, together with agreed remedies for missed deadlines.

Property Maintenance During Redevelopment

In recognition of the City's investment of staff time and planning, engineering, and economic development resources in long-term project management, the County will perform routine maintenance on undeveloped portions of the property throughout redevelopment, including mowing, snow removal, and general upkeep. This obligation continues until all internal streets are dedicated to the City and all lots are sold or conveyed. The Parties recognize this as a fair exchange reflecting each Party's primary contribution.

Term, Amendment, Periodic Review, and Withdrawal

This MOU takes effect upon approval by both the Common Council of the City of Richland Center and the Richland County Board of Supervisors and continues in effect until the property is fully developed with all grant funds fully deployed. This MOU may be amended only by written agreement of both Parties.

The Parties agree to formally review this MOU every three (3) years from the Effective Date to ensure it remains accurate, relevant, and aligned with the goals of the Parties.

Either Party may withdraw from this MOU upon ninety (90) days' written notice, or the Parties may terminate it by mutual agreement. Withdrawal or termination does not affect obligations that have already accrued, including any conveyance of land, commitment of funds, or grant compliance obligation undertaken in reliance on this MOU.

Approval and Signatures

This MOU was approved by the Common Council of the City of Richland Center on _____, 2026, and by the Richland County Board of Supervisors by on _____, 2026. It takes effect on the date of the later approval.

CITY OF RICHLAND CENTER

By: _____ Date: _____
Karin Tepley, Mayor

Attest: _____ Date: _____
Amanda Keller, Clerk

RICHLAND COUNTY

By: _____ Date: _____
Kerry Severson, County Board Chair

Attest: _____ Date: _____
Jeffrey Harrison, Clerk