

CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Agenda Item: Review of Proposed County MOU for Former UW Campus Redevelopment

Requested & Presented by: Ashley Oliphant, City Administrator and Jasen Glasbrenner, Director of Economic Development

Meeting Date: General Government Committee on 10-27-2026

Background: The City and Richland County are negotiating a Memorandum of Understanding (MOU) for the phased redevelopment of the former UW Campus, with housing as the priority. The City sent its draft to the County on September 30, 2026. The County returned revisions on October 13, 2026. The City has prepared a response, and the City Attorney has reviewed it and added standard contract terms such as notice, default, enforcement, and indemnification.

Before negotiations continue, staff is asking the Committee to decide which terms are non-negotiable for the City and where staff may be flexible.

FOR DISCUSSION: Overall approach

- A.** Continue with a full MOU covering all three phases, as drafted.
- B.** Use a shorter MOU that states shared goals, with the only binding commitment being to negotiate a land conveyance and development agreement.
- C.** Limit the MOU to Phase 1, with a commitment to negotiate amendments for Phases 2 and 3 once those plans are further along.

Options B and C may be easier to reach agreement on while still protecting the City's key interests.

FOR DISCUSSION: Which of these terms are non-negotiable?

- 1. No reverter.** The County proposed that conveyed land could go back to the County. The City's position is that land conveyed to the City does not revert. Staff recommends this be non-negotiable.
- 2. Commitment to convey.** The County changed "will convey" to "may convey." The City's draft says the County shall convey each phase once its boundaries are set, without unreasonable delay. Staff is also concerned that the Phase 1 area should be set by survey early, so the City does not spend time and money on planning and design only to have the County decline to convey.
- 3. Developer solicitation.** The County wants to keep the right to market the land it still holds. Staff recommends that the City lead developer solicitation for the whole site so redevelopment stays orderly and developers have one point of contact. The County may refer interested developers to the City, but not solicit them. An alternative is to allow County solicitation but require the City's written approval of any resulting project, with early notice to the City.
- 4. Master plan.** The County proposed that both parties adopt a master plan for the site. The City's draft has the City adopt it after consulting the County. An alternative is to remove the separate master plan entirely, since both parties are already bound by their comprehensive plans and the MOU, and a separate plan could be used to limit the City's land use authority after the land is conveyed.
- 5. Phase 1 timeline.** The County proposed a five-year requirement. The City's position is a shared goal of ten homes within five to ten years after conveyance, reviewed every three years, and not a requirement.
- 6. White maintenance building.** The County wants to keep the building. The City's draft has the County remove it at its own expense when the City requests it because redevelopment of that area is starting, within 90 days plus one 90-day extension. Staff recommends that the City's right to request removal be non-negotiable, with flexibility on timing.
- 7. Grant protection and enforcement.** The County removed several grant protection terms. The revised draft keeps each party responsible for its own grants, limits reimbursement to actual costs paid within 60 days, and adds a general enforcement section that allows court action, damages, and attorney fees.

8. Other items. The County added language requiring access to the County parkland for pedestrians and motorized and unmotorized vehicles. The City's draft limits this to access to the County parkland. The City will not agree to access requirements that cross areas needed for development. The County can keep any land it wants to remain open for access. The School District parcel section may not be needed if that transfer happens before the MOU is signed.

Staff Recommendation: Staff recommends that the Committee choose an overall approach, identify the City's non-negotiable terms, and direct staff and the City Attorney to continue negotiations with the County on that basis. A final MOU will be subject to Council approval.

Financial Impact: No new funding commitment is requested currently.

Potential Action:

GENERAL GOVERNMENT: Motion to direct staff and the City Attorney to continue negotiations with Richland County on the Campus Redevelopment MOU using [approach A, B, or C], with the following as non-negotiable terms: [list terms], and to return a final MOU for future Common Council consideration.

Attachment(s): Campus Redevelopment MOU, County Corporation Counsel correspondence and revised draft received October 13, 2026