

UNIVERSITY OF OKLAHOMA
//
THE CITY OF NORMAN, OKLAHOMA

MEMORANDUM OF UNDERSTANDING

CENTER CITY MASTER PLAN/VISIONING PROJECT

1. **Purpose.** This Memorandum of Understanding (MOU) sets forth the terms and conditions that govern the development of a Center City Master Plan/Visioning Project. This MOU will outline the responsibilities for the University of Oklahoma and the City of Norman (the "Participating Organizations") relative to completion of this planning project ("Project").
2. **Background.** The high density discussion, with actual projects primarily focused on the Campus Corner area, was tabled with the anticipation that the University of Oklahoma and the City of Norman would engage in a planning process to develop a vision for the future of the central part of Norman. It is desired by the Participating Organizations to establish a vision for the central part of Norman as a continuation of the discussion that was held regarding high density zoning. The Participating Organizations also desire a product from this effort that is independently generated from the collaborative efforts of Steering Committee participants under the guidance of an industry professional selected by the Participating Organizations. Both University of Oklahoma staff members and City of Norman staff members shall be allowed to participate on the Steering Committee if so appointed, but neither of the Participating Organizations staffs shall have decision-making authority in regards to this Project. This resulting plan ("Plan") will recommend guidance and regulations for future development and redevelopment of the study area. The "Study Area" shall be defined as an area bounded by the centerline of the alley between Gray Street and Tonhawa Street on the north, the railroad on the east, Boyd Street on the south, and the western boundary runs from Boyd Street north along the east boundary of the lots fronting on Elm Avenue to Park Drive, north on Park Drive to the alley north of Comanche Street, west along the alley to its end point then back south to Comanche Street, then west on Comanche Street to Lahoma Avenue, then west following southern lot lines to Flood Avenue, then north on Flood Avenue to the extension of the alley between Gray Street and Tonhawa Street to the point of beginning. A map of the Study Area is attached.
3. **Responsibilities of the Participating Organizations.**
 - a. Each will provide representation in the selection of consultants for all phases of the Project.

- b. Each will provide representation on the Project Steering Committee.
 - c. Each will support the consultant in their respective areas of expertise, as needed.
 - d. Each will provide funding for the Project in equal amounts. The consultant(s) shall equally split payment invoices and submit them to each party independently. The maximum contribution that will be authorized by the University of Oklahoma and the City of Norman under this MOU will be up to \$100,000 each, for a total funding authorization for this Project of up to \$200,000. Each Participating Organization shall set aside, through appropriate appropriation processes, the funding for the Project as necessary.
4. **Governance Structure and Reporting.** The Plan from this Project will be generated and recommended through a Steering Committee. The Steering Committee shall be recommended by the Mayor and appointed by the City Council with the advice and consent of the University of Oklahoma. It is acknowledged that the Steering Committee recommendations were approved by City Council on December 10, 2013. Any consultant hired for the project will report to the Steering Committee.

An Executive Subcommittee of the Steering Committee shall be comprised of one representative from each Participating Organization, and one citizen representative chosen jointly by the Participating Organizations. The Executive Subcommittee shall be responsible for administering the Project, developing and recommending meeting schedules, processes and procedures for the timely and efficient operation of the Steering Committee. The Executive Subcommittee shall address issues such as, but not be limited to: type of meetings, number of public forums, and format and duration of input from interested parties. The Executive Committee's recommendations will be submitted to the Steering Committee for final review and approval. While, as a recommending body, the Steering Committee is not subject to the Oklahoma Open Meetings Act, its meetings will nevertheless be preceded by posted meeting dates and times and will be open to the public in accordance with Open Meetings Act procedures.

5. **Commencement of the Project.** The Project will commence once the project manager ("Consultant") is identified and the University of Oklahoma and the City Council of the City of Norman have agreed to the terms and conditions of a contract with the Consultant. The University agrees to fund "Preliminary Project Costs" defined as costs associated with: identifying the Consultant; identifying the terms and conditions of the contract between the Consultant, the City, and the University; and work performed on the Project until such time as a contract between the Consultant, University, and City is approved by the City Council and

the University. The Preliminary Project Costs will be shared equally between the University and the City once a contract is approved by the City Council. Such Preliminary Project costs shall be counted towards the funding limits set out in paragraph 3.d above.

One of the terms of the contract with the Consultant shall be periodic one-on-one briefings between the Consultant and designated representatives of the University of Oklahoma and designated representatives of the City of Norman.

6. **Term of Agreement.** This agreement will extend from the commencement of the Project as defined in 5) above and continue through the completion of a final report containing the Center City Master Plan/Visioning recommendation from the Steering Committee.
7. **Termination or Modification.** This MOU shall be only modified in writing and by the mutual agreement of both Participating Organizations. Either Participating Organization may terminate its further commitment to this MOU by providing sixty (60) days written notice of its desire to terminate addressed to the Executive Committee, and copied to the Mayor of the City of Norman, or the President of the University of Oklahoma as applicable.

THE CITY OF NORMAN, OKLAHOMA

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of January, 2014.

CITY ATTORNEY

Contract No. K-1314-99
Memorandum of Understanding
Between OU and City of Norman
For the Center City Master Plan/Visioning Project

THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

Authorized Representative

ATTEST:

Chris Purcell, Secretary

APPROVED as to form and legality this _____ day of January, 2014.

GENERAL COUNSEL