

# Memorandum of Understanding

## City of Raleigh and Dorothea Dix Park Conservancy

### Fundraising and Master Plan Development for Dorothea Dix Park

#### Background:

On July 24<sup>th</sup>, 2015 the City of Raleigh (referred hereafter as the "City") acquired from the State of North Carolina 308 acres, commonly known as the Dorothea Dix Park (referred hereafter as "Dix Park") for the purposes of creating a world class, destination park for citizens and visitors of Raleigh to enjoy. The City acquired Dix Park for \$52,000,000. The acquisition process lasted several years and was the successful result of collaborative leadership from the City, State of North Carolina, business and community leaders, and nonprofit and private sector support.

#### Destination Park

The City recognizes that destination parks are unique and transformational public places for cities. The planning and creation of Dix Park into a destination park is an extraordinary opportunity for citizens, visitors, and businesses of Raleigh and the greater Triangle region.

Destination parks provide multiple positive benefits to communities, including but not limited to:

- Economic impacts:
  - Private development and investments
  - Tourism generation/events
  - Job creation
- Unique community experiences:
  - Cultural institutions for the arts, sciences and historical interpretation
  - Passive and active recreational opportunities
  - Connecting people with the outdoors and with nature
  - Health and wellness influences'
  - Common ground to encourage social engagement
- Becoming iconic symbols of their home cities and states

Whereas the development Dix Park will:

- Contribute to the ongoing revitalization of downtown Raleigh, existing adjacent and future neighborhoods, the Triangle region and State;
- Support the ongoing growth and development of the Centennial and Main Campuses of N.C. State University, State Farmer's Market and other regional institutions;

- Integrate into and build upon the City's regional park and greenway system, and be mutually supportive of other city parks and cultural institutions;
- Incorporate at a most fundamental level the notions of sustainability and the relationship between the health of the human spirit and landscape;
- Exhibit the highest level of planning principles and design innovation; and
- Demonstrate that sustained, broad and inclusive public engagement is essential to the long-term development, support and use of the park.

### **Collaboration and Dix Park**

The most successful destination parks across the United States include some form of public-private partnerships. These relationships assist in reducing the burden on the local municipalities and provide opportunities for community, nonprofits and the private sector to contribute and participate in destination park planning and development.

The City supports the value and importance of having public-private partnerships throughout the planning and development of Dix Park. Partnerships may come in many forms, including but not limited to fundraising, planning, programming, outreach, communications, development and operations. The City will focus its initial public-private partnership on fundraising and development of a master plan (referred hereafter as the "Park Master Plan") for Dix Park with the Dorothea Dix Park Conservancy (referred hereafter as the "Conservancy").

To help define the relationship, the City and the Conservancy agree to the following terms:

- The Conservancy agrees to raise funds for the development of the Park Master Plan.
- The Conservancy agrees to contribute two million dollars (\$2,000,000) for the development of the Park Master Plan. The Conservancy may contribute additional funds up to one million dollars (\$1,000,000) during development of the Park Master Plan for operations of the Conservancy and other activities mutually agreed upon with the City.
- The Conservancy will develop an organization and board membership that reflects the priorities and values of the community.
- Neither the City nor the Conservancy has any obligations beyond the master plan process.
- The City recognizes that the Conservancy will serve as its sole private, nonprofit fundraising partner during the master plan process.

## **Dix Park Master Plan Process**

A successful planning process must include broad public participation as well as input from experts and other stakeholders. The master plan process will be community based, inclusive, transparent, and provide broad equitable opportunities for public participation.

The City will develop a master plan governance structure that includes a “Master Plan Executive Committee” and a secondary “Master Plan Advisory Committee.”

The Master Plan Executive Committee will lead the master plan process as defined herein. The Master Plan Executive Committee will comprise of eight members: the Mayor, a Council member appointed by the Mayor, two City staff members, three members selected by the Conservancy, and the Chancellor of N.C. State University. The Mayor will serve as chair. The Conservancy will select the vice chair. In the event of a tie vote by the Master Plan Executive Committee, the Mayor’s vote will be considered the tie breaking vote.

The Master Plan Advisory Committee will have broad community membership, representing the diverse interests of constituents throughout the City. The Master Plan Advisory Committee will provide input on the Park Master Plan. The Conservancy will have strong membership on the Master Plan Advisory Committee.

The master plan process will use best practices in analysis, planning and design. This planning process will be unique, progressive, and ambitious so that the final master plan is visionary and iconic for the future of Dix Park and the City. In short, the master plan process for Dix Park will be unique from any previous park planning effort for the City.

## **Procurement of a Master Plan Consultant**

The Master Plan Executive Committee will lead a procurement process to retain the services of an experienced and highly qualified set of consultants. The procurement process will follow all federal, state, and local ordinances and policies. The consultants will be the technical experts that lead several tasks including but not limited to:

- managing the public input process,
- conducting appropriate studies and analysis,
- drafting the master plan,
- producing renderings, and
- facilitating a process that creates a bold vision with priorities for implementation.

## Use of Funding

City of Del Norte, City of Del Norte, City of Del Norte

The Master Plan Executive Committee will oversee the allocation of funding during the master plan process. Funding shall be used for activities including but not limited to:

- cultural/ historical/ archeological studies,
- land surveying,
- flora / fauna / environmental assessments,
- geographic information systems,
- materials testing,
- structural studies,
- architecture,
- landscape architecture,
- land planning,
- engineering studies,
- infrastructure analysis,
- transportation studies,
- modeling, market and customer analysis,
- websites,
- public relations,
- public input processes,
- planning related activities,
- design related activities,
- graphic design,
- printing,
- marketing / advertisement / promotions,
- business and finance plan,
- part-time staff, volunteer and advisory committee support, and
- other master plan related activities agreeable to both the City and the Conservancy.

All use of funds will be in accordance with local, state and federal laws.

## Reporting

The City acknowledges the importance of accountability for the use of the privately donated funding; the City will provide quarterly reports to the Conservancy.

The Conservancy acknowledges the importance of a sustainable nonprofit; the Conservancy will provide quarterly reports to the City.

### **Communication and Branding**

The development of communications and branding strategies should be coordinated to maintain consistent messaging and accurate information. To that end, the Master Plan Executive Committee will develop a communications working group of stakeholders to oversee communications and branding.

This working group will ensure that accurate, up to date and easily accessible information about Dix Park and the master plan process is available to the public. In addition, the working group will create an identity and brand for Dix Park through a website, logo, calendaring, etc. The Conservancy will be part of the communications working group to assist in this work.

In addition, the working group will coordinate joint or co-sponsored events and educational programs in Dix Park.

### **Term of this Memorandum of Understanding**

The timeframe for this memorandum of understanding focuses on the master plan process. The initial term will be five (5) years from the execution of this document. However, either party may terminate this memorandum of understanding upon thirty (30) days written notice. The City and the Conservancy are interested in establishing a longer term partnership at the conclusion of the master plan process. Not later than 24 months from the date of this memorandum of agreement, the City and Conservancy intend to enter a memorandum of understanding that addresses the next phase of Dix Park development.

### **Other Memorandum Of Understanding Terms**

The Conservancy has expressed interest in having an office presence on Dix Park. The City agrees to explore options for an office site in accordance with the Purchase Contract between the State of North Carolina and the City. The Conservancy agrees to bear all costs associated with such office space both initially for renovation and ongoing upkeep and maintenance.

The parties hereto agree in all respects to conform with the provisions and intent of Raleigh City Ordinance No. 1969 - 889, as amended and as permitted by state law.

The City of Raleigh Internal Audit Office may conduct an audit of Conservancy's financial performance and compliance records maintained in connection with the operations and services performed under this Memorandum of Understanding during the term of this agreement and for a period of three years after the expiration of this Memorandum of Understanding.

The Master Plan Executive Committee is a public body and is subject to the public records law and the open meetings law.

Any terms or conditions of this memorandum of understanding may be amended with the approval of both the City and the Conservancy at any time.

IN TESTIMONY WHEREOF, this Agreement has been executed by the parties hereto, in duplicate originals, all as of the date of the last notary signature below.

**CITY OF RALEIGH** (City of Raleigh, City Clerk, Gail G. Smith and City Manager, Ruffin L. Hall)

By: Ruffin L. Hall  
Ruffin L. Hall, City Manager

ATTEST:

Gail G. Smith  
Gail G. Smith  
City Clerk & Treasurer

City of Raleigh

Date: June 3, 2014

Gail G. Smith

City Clerk & Treasurer



For: **DOROTHEA DIX PARK CONSERVANCY:**

By: James F. Goodman  
Title: Board Chair and President

Dorothea Dix Park Conservancy

Date: 4/29/16

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Vernessa L. Hoffman, a Notary Public in and for the County and State aforesaid, do hereby certify that James F. Goodman of Dorothea Dix Park Conservancy, personally appeared before me this day and acknowledged the due execution by him/her of the foregoing instrument in accordance with the authority vested in him/her and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 29<sup>th</sup> day of April, 2016.



Notary Public



My Commission Expires:

October 30, 2018

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, LESLIE H. ELDREDGE, a Notary Public in and for the aforesaid County and State do hereby certify that Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and Ruffin L. Hall, City Manager of the City of Raleigh, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

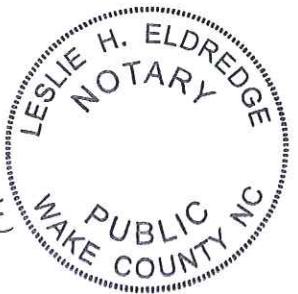
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 3 day of JUNE, 2016.

Leslie H. Eldredge

Notary Public

My commission expires: NOV. 11, 2018

Print Name: LESLIE H. ELDREDGE



\*\*\*\*\* THIS INSTRUMENT APPROVED AS TO FORM:

Ronald Reed

City Attorney