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CITY SECRETARY
DALLAS, TEXAS

MEMORANDUM OF UNDERSTANDING

BETWEEN

DALLAS AREA RAPID TRANSIT

AND THE

CITY OF DALLAS

This Memorandum of Understanding (“MOU”) is an arrangement between the City of Dallas (“City”), a Texas home-rule municipality, and Dallas Area Rapid Transit (“DART”), a regional transportation agency created and organized pursuant to Chapter 452 of the Texas Transportation Code, regarding the development of certain DART and City-owned land near DART transit stations. For the sole purpose of this MOU, DART and the City shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, DART owns properties at its light rail stations and transit facilities located throughout the City of Dallas which have demonstrated an underutilization of the property for its originally-intended purpose of transit operations and parking, originally required by the City as part of the permitting process; and

WHEREAS, the City and DART wish to facilitate the development of specifically identified underutilized DART parcels and, in some cases, City-owned parcels adjacent to or near the DART parcels into one or more cohesive, sustainable, vibrant, livable transit oriented developments, complementing one another with joint developments where feasible; and

WHEREAS, to that end, the Parties wish to jointly review and develop transit-oriented development (“TOD”) plans and identify potential development partners that would be attractive for potential TOD, and, if desired by the parties, enter into Interlocal Agreements (“ILAs”) specific to the properties which would allow for the advertisement and solicitation, such as requests for proposals (“RFP”), for development services for the parcels identified by the parties; and

WHEREAS, the parties wish to further memorialize their joint development intentions herein.

NOW THEREFORE, the Parties set forth their intentions as follows:

PURPOSE OF AGREEMENT. DART and the City desire to facilitate development near transit (“TOD Projects”). DART and the City each own property parcels near DART transit stations that may be suitable for the development of TOD Projects.

In order to investigate the suitability of each site for development, the City would like to solicit developers to create proposals for TOD Projects on the City and DART sites.

In order to facilitate these solicitations, DART agrees that the City may include the DART properties listed on **Exhibit A** (the “DART Sites”) as potential development sites in the solicitations. The City shall clearly state in each solicitation that the DART Sites are owned by DART, and that development on a DART Site will require negotiation and agreement with DART or the execution of an Interlocal Agreement (ILA) with the City specifying the lease terms and process to negotiate and develop a Master Development Agreement (MDA) and Lease Agreement which will require the consent of the DART board of directors and Dallas City Council. Each solicitation will attach this MOU as an exhibit and will clearly state that there is no agreement between the City and DART as to the DART Sites beyond this MOU.

Once a developer has responded to a solicitation identifying a specific plan and indicating an interest in developing a TOD Project on a DART Site, the City will contact DART to negotiate an interlocal agreement spelling out the terms by which the City may move forward with such development. Any such interlocal agreement will require the consent of the Dallas City Council and the DART board of directors.

I. TERM. This MOU shall commence on December 1, 2021 and shall expire on November 30, 2024. The MOU will automatically renew for up to two consecutive one-year terms unless terminated by either party as described in Section III.

II. AMENDMENT. This MOU may be amended only upon written agreement signed by the Parties.

III. TERMINATION. The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days' written notice to the other Party of its intention to terminate.

IV. DART'S RESPONSIBILITIES. DART shall undertake the following activities prior to execution of the MOU:

- i. DART will provide information within its control regarding each DART Site upon the request of the City, including but not limited to, deed records, title information, surveys, and environmental reviews.
- ii. DART will outline known issues that might impact development, including but not limited to, environmental contamination, floodplain areas, existing easements, needed easements, and desired future terms to facilitate DART operation of transit facilities on the site.
- iii. DART will provide coordination with the Federal Transit Administration (FTA) review regarding review and input regarding any DART property with a Federal interest

V. CITY'S RESPONSIBILITIES. City shall undertake the following activities following execution of the MOU:

- i. The City will review the information provided by DART under Section IV and determine the suitability of each DART Site for development. Where applicable, the City will determine if an adjacent or nearby City site should also be considered in a future development plan.
- ii. For any site deemed developable, the City shall release a solicitation seeking a developer to propose a development plan for the site.
- iii. Once a developer has been deemed most advantageous or otherwise selected for negotiation, the City will notify DART and begin negotiation of an interlocal agreement and related sale and/or lease documents related to the relevant DART Site.

VI. COSTS. Each Party will bear its own costs in performing its obligations under this MOU.

VII. GENERAL PROVISIONS

- i. The Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications.

- ii. This MOU may be executed in multiple counterparts which, taken together, shall collectively constitute a single agreement, but in making proof of such agreement, it shall not be necessary to account for more than one such counterpart.
- iii. This MOU shall be performed and enforced in Dallas, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue with respect to all disputes shall reside with the district courts of Dallas County, Texas.

VIII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather an intergovernmental transfer of records from one governmental body to another for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act ("TPIA"), Texas Government Code Chapter 552, and that this MOU and any information created or exchanged in connection with this MOU is subject to the TPIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

CITY OF DALLAS
T. C. BROADNAX, CITY MANAGER

By: 
ERIC ANTHONY JOHNSON
CHIEF OF ECONOMIC DEVELOPMENT AND
NEIGHBORHOOD SERVICES

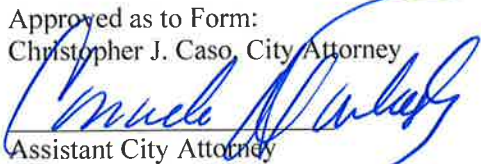
DALLAS AREA RAPID TRANSIT


TODD PLESKO
INTERIM EXECUTIVE VICE PRESIDENT
GROWTH/ REGIONAL DEVELOPMENT

CRT
CRT

12/8/2021

DATE

Approved as to Form:
Christopher J. Caso, City Attorney

Assistant City Attorney

12/9/2021

DATE

Exhibit A

DART Sites

Lake June Station



#33
SCORE 55

Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
Lake June Station	Dallas	6410 Lake June Rd	22.90	LRT/Bus	56	None	434	23%

Earth

Buckner Station



Westmoreland Station



#06
SCORE 72

Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
Westmoreland Station	Dallas	2646 S Westmoreland Rd	15.21	LRT/Bus	62	None	672	41%

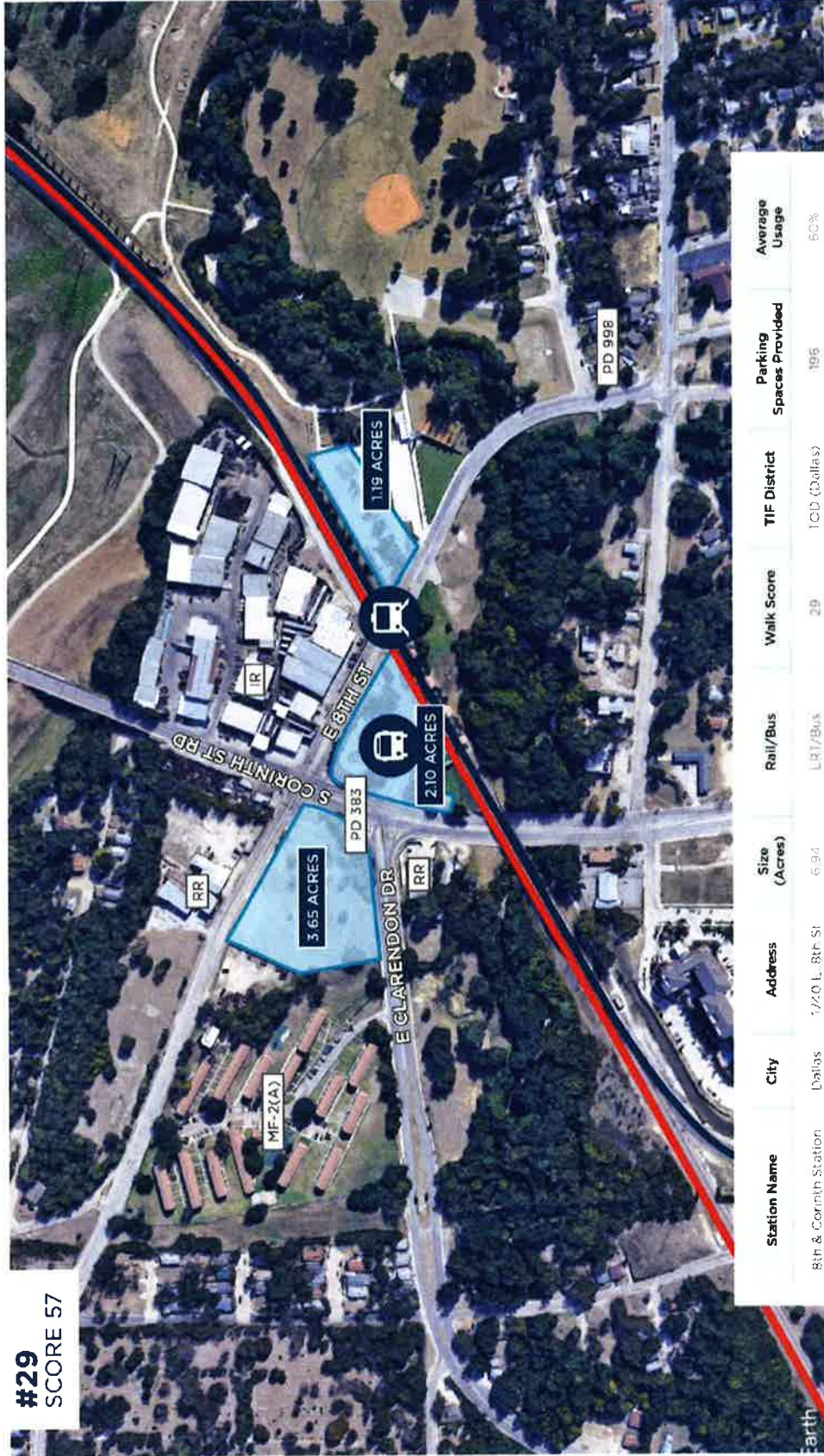
Hampton Station



#30
SCORE 57

Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
Hampton Station	Dallas	2902 S Hampton Rd	10.60	LRT/Bus	58	None	455	44%

8th and Corinth Station



#29
SCORE 57

Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
8th & Corinth Station	Dallas	1/20 E. 8th St.	6.94	LR1/Bus	29	ICD (Dallas)	195	60%

Royal Lane Station



#26
SCORE 60

PD 899

PD 498

Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
Royal Station	Dallas	11310 Denton	4.00	LRT/Bus	72	None	221	2.5%

Signature: *Consuelo R Tankersley*
Consuelo R Tankersley (Dec 3, 2021 11:55 CST)

Email: consuelo.tankersley@dallascityhall.com

Memorandum



DATE December 13, 2021

TO Bilierae Johnson, City Secretary

SUBJECT **Filing document with Resolution No. 21-1852 – Memorandum of Understanding with Dallas Area Rapid Transit (“DART”) to allow the City to market six DART owned sites for development.**

Please find attached Memorandum of Understanding to file with Resolution No. 21-1852.

If you have any questions, please contact me at 671-9277.

Thank you,

Pamela Sifuentes
Economic Development Coordinator
Office of Economic Development

WHEREAS, the City of Dallas (City) recognizes the importance of its role in local economic development and the provision affordable housing, and desires to facilitate development near transit; and

WHEREAS, Dallas Area Rapid Transit (DART) and the City each own property near DART transit stations that may be suitable for the development; and

WHEREAS, in order to investigate the suitability of each site for development, the City would like to issue solicitations seeking developers to create proposals development on the City and DART sites; and

WHEREAS, in order to facilitate these solicitations, the City has requested a memorandum of understanding with DART to allow the City to market the six DART properties listed on **Exhibit A** as potential development sites; and

WHEREAS, the City shall clearly state in each solicitation that the DART sites are owned by DART, and that development on a DART site will require negotiation and agreement with DART and the consent of the DART board of directors and City Council; and

WHEREAS, once a developer has responded to a solicitation identifying a specific plan and indicating an interest in developing a DART site, the City will contact DART to negotiate an interlocal agreement spelling out the terms by which the City may move forward with such development, and any such interlocal agreement will require the consent of the City Council and the DART board of directors.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That authorizing the execution of a Memorandum of Understanding with Dallas Area Rapid Transit ("DART") to allow the City to market six DART-owned sites for potential development, with the following terms:

- A. The MOU shall commence on December 1, 2021 and expire on November 30, 2024. The MOU will automatically renew for up to two consecutive one-year terms unless terminated by either party. The MOU may be amended only upon written agreement signed by the parties.
- B. The MOU may be terminated by either party by giving thirty days' written notice.
- C. DART will provide information within its control regarding each DART site upon the request of the City, including but not limited to, deed records, title information, surveys, and environmental reviews.

November 10, 2021

SECTION 1. (continued)

- D. DART will outline known issues that might impact development, including but not limited to, environmental contamination, floodplain areas, existing easements, needed easements, and desired future terms to facilitate DART operation of transit facilities on the site.
- E. DART will provide coordination with the Federal Transit Administration (FTA) review regarding review and input regarding any DART property with a Federal interest.
- F. The City will review the information provided by DART and determine the suitability of each DART Site for development. Where applicable, the City will determine if an adjacent or nearby City site should also be considered in a future development plan.
- G. For any site deemed developable, the City shall release a solicitation seeking a developer to propose a development plan for the site.
- H. Once a developer has been deemed most advantageous or otherwise selected for negotiation, the City will notify DART and begin negotiation of an interlocal agreement and related sale and/or lease documents related to the relevant DART site.

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

NOV 10 2021


CITY SECRETARY

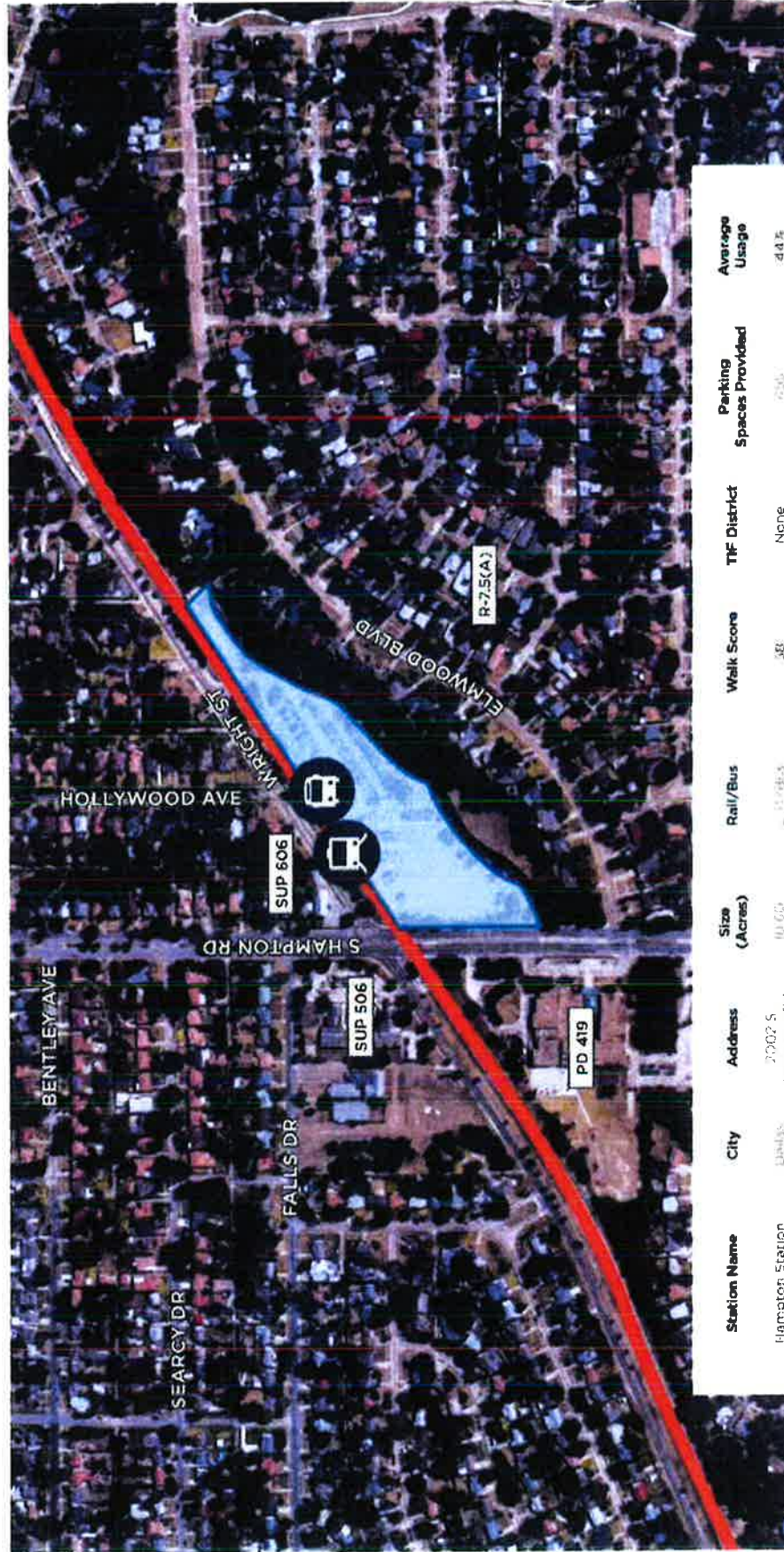
Lake June Station



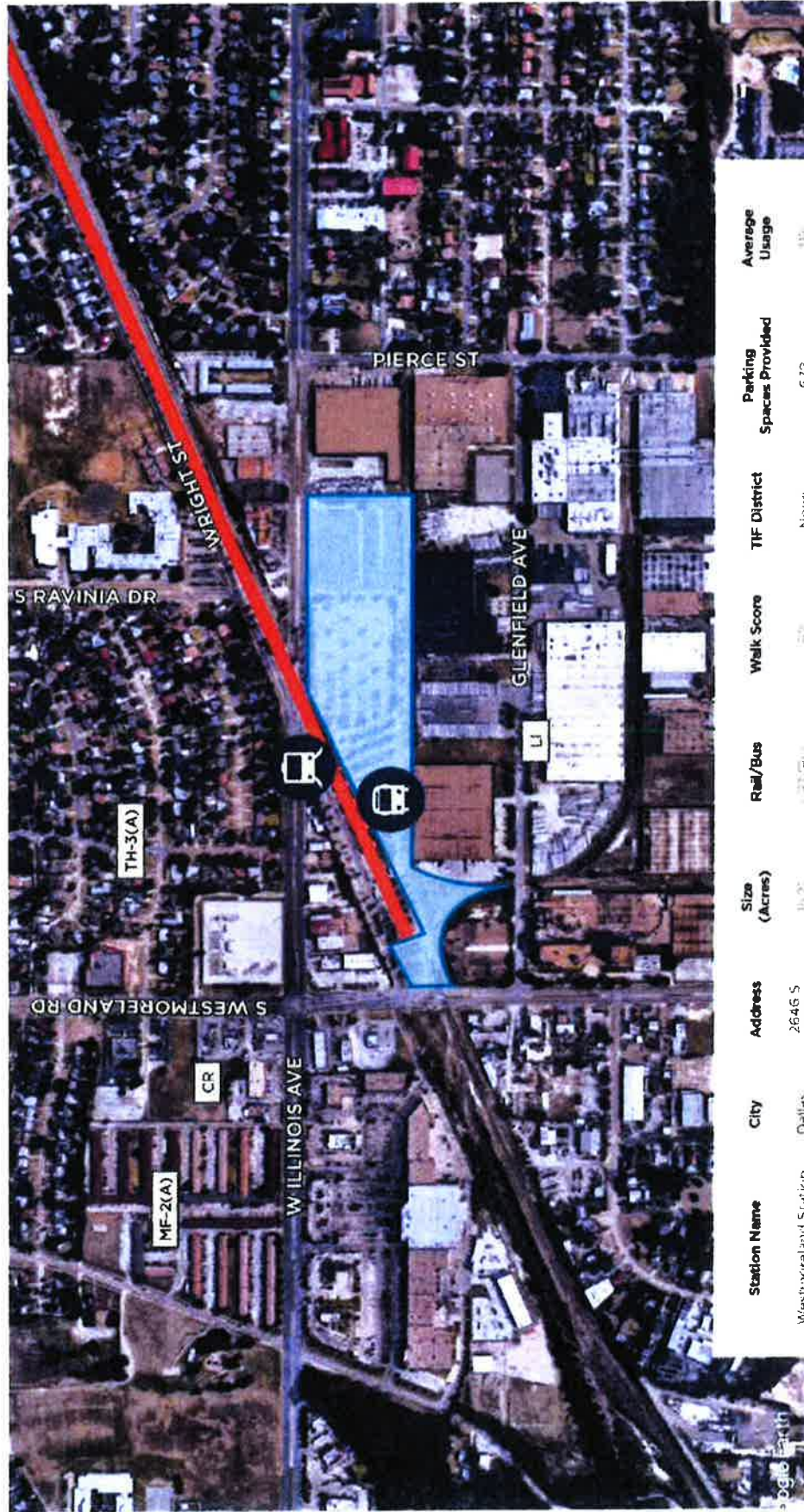
Buckner Station



Hampton Station

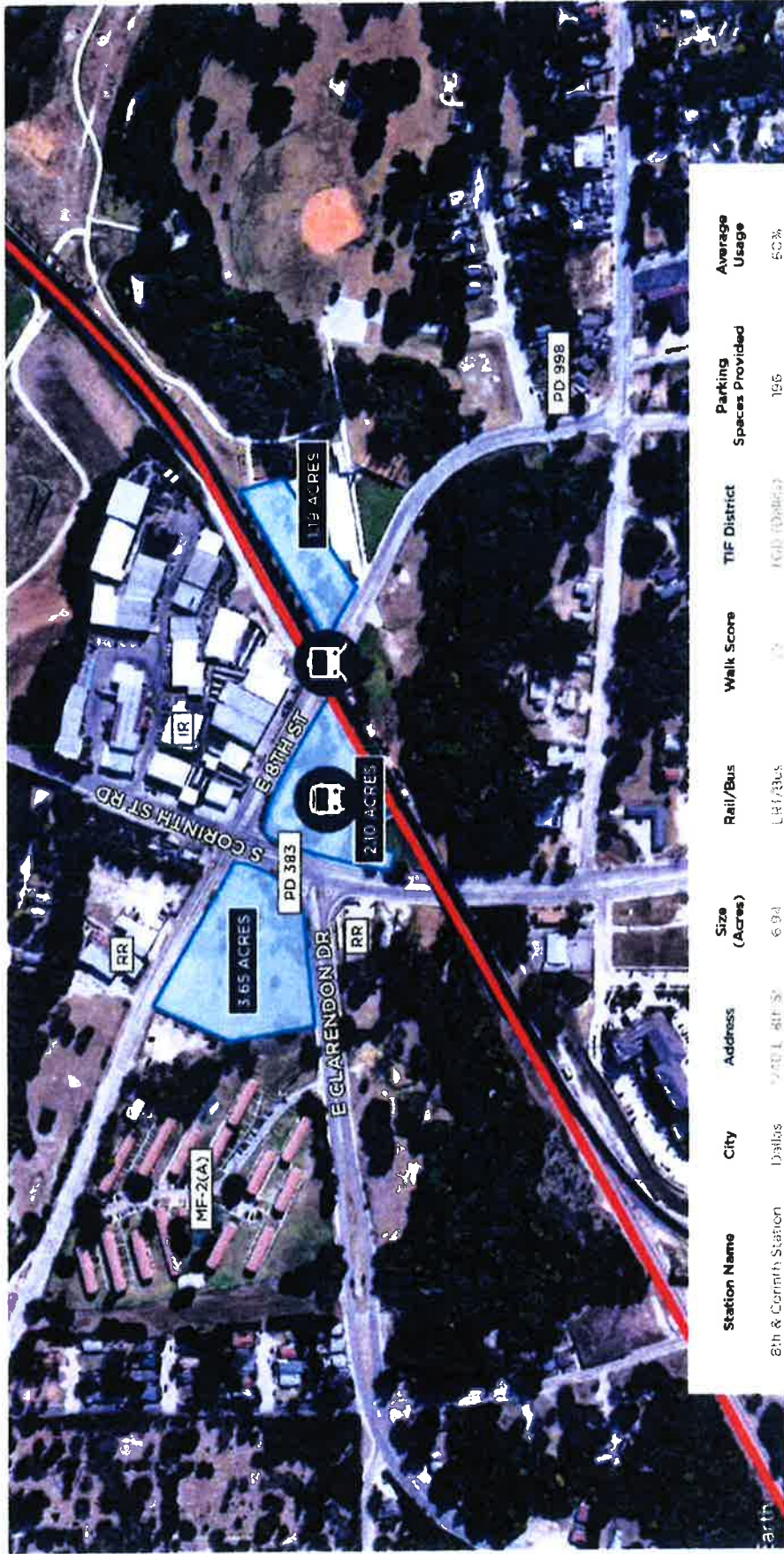


Westmoreland Station

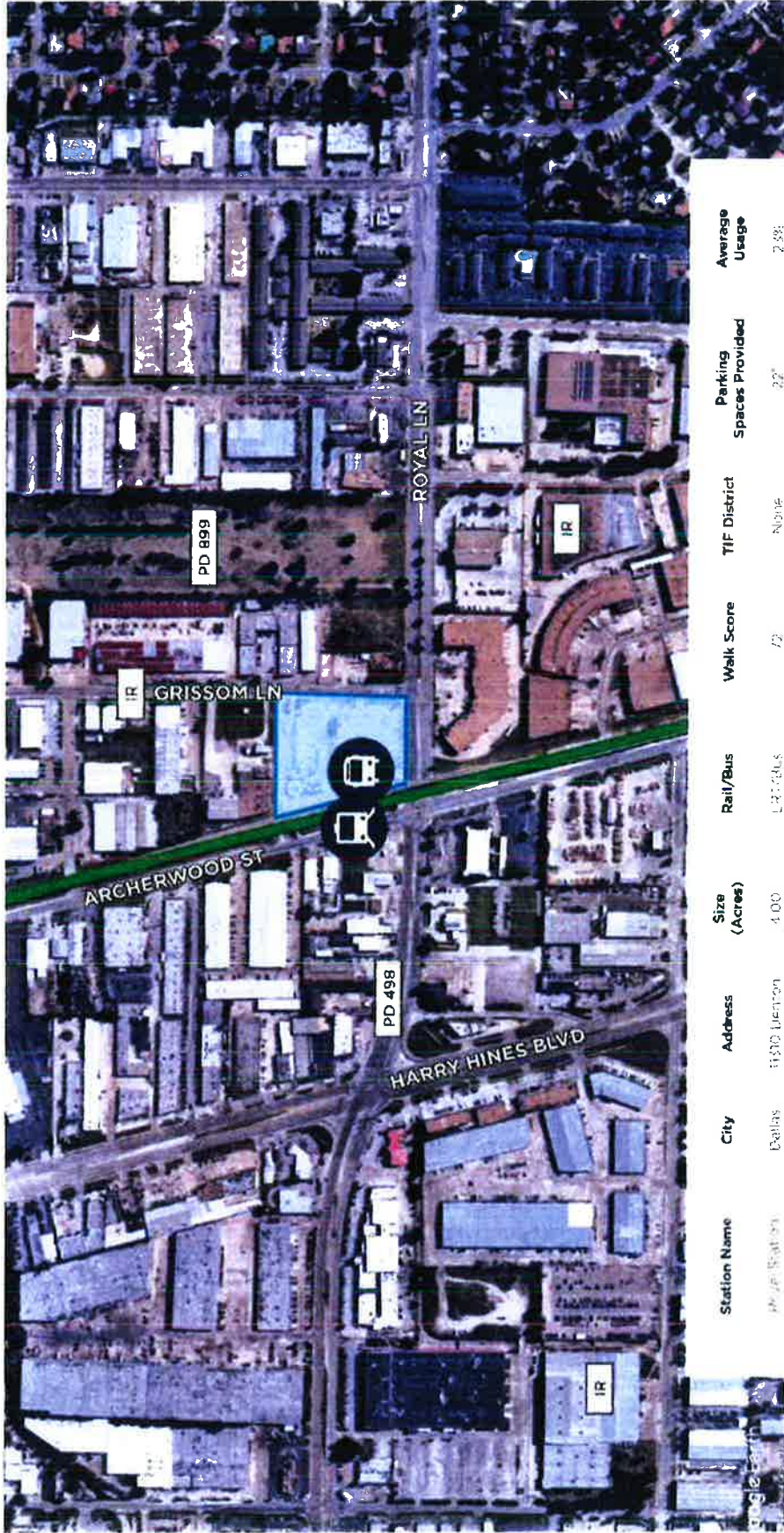


Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
Westmoreland Station	Dallas	2646 S Westmoreland	15.2	Light Rail	92	None	672	110

8th and Corinth Station



Royal Lane Station



Station Name	City	Address	Size (Acres)	Rail/Bus	Walk Score	TIF District	Parking Spaces Provided	Average Usage
Royal Lane Station	Dallas	11510 Junction	4.00	LRT/Bus	72	None	22	2,981