

Memorandum



DATE August 1, 2022

CITY OF DALLAS

Honorable Members of the City Council Economic Development Committee: Tennell
TO Atkins, (Chair), Carolyn King Arnold, (Vice Chair), Adam McGough, Omar Narvaez,
Jaime Resendez, Chad West, Gay Donnell Willis

SUBJECT **Update on Requests for Proposals (RFPs) for Transit-Oriented Development (TOD) Proposals on DART-owned properties**

On November 10, 2021, City Council authorized the execution of a Memorandum of Understanding (MOU) with DART to allow the City to market six (6) DART-owned sites adjacent to light rail stations for real estate development by Resolution No. 21-1852. On December 9, 2021, the MOU was executed (attached as **Exhibit A**). The six stations are:

- 8th & Corinth Station
- Hampton Station
- Westmoreland Station
- Lake June Station
- Buckner Station
- Royal Lane Station

In February 2022, DART provided the City with due diligence information (e.g., deed records, title information, surveys, environmental reports, etc.) regarding each DART-owned site. After reviewing the information, the Office of Economic Development, along with DART staff and the City's Department of Planning and Urban Design, prepared a base RFP document that is now in the process of being customized and finalized to account for the specific context and conditions of each site. Staff is anticipating the public release of all six (6) RFPs before the end of the fiscal year.

Should you have any questions, please contact Kevin Spath, Assistant Director, in the Office of Economic Development at (214) 670-1691 or kevin.spath@dallas.gov

Majed A. Al-Ghafry, P.E.
Assistant City Manager

c: T.C. Broadnax, City Manager
Chris Caso, City Attorney
Mark Swann, City Auditor
Biliera Johnson, City Secretary
Preston Robinson, Administrative Judge
Kimberly Bizzor Tolbert, Deputy City Manager
Jon Fortune, Deputy City Manager

M. Elizabeth (Liz) Cedillo-Pereira, Assistant City Manager
Robert Perez, Assistant City Manager
Carl Simpson, Assistant City Manager
Jack Ireland, Chief Financial Officer
Genesis D. Gavino, Chief of Staff to the City Manager
Directors and Assistant Directors

Exhibit A

“Memorandum of Understanding between Dallas Area Rapid Transit and the City of Dallas”

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.

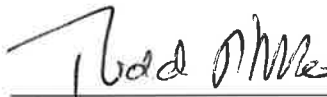
CITY OF DALLAS

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

12/9/2021

DATE

DATE

Approved as to Form:

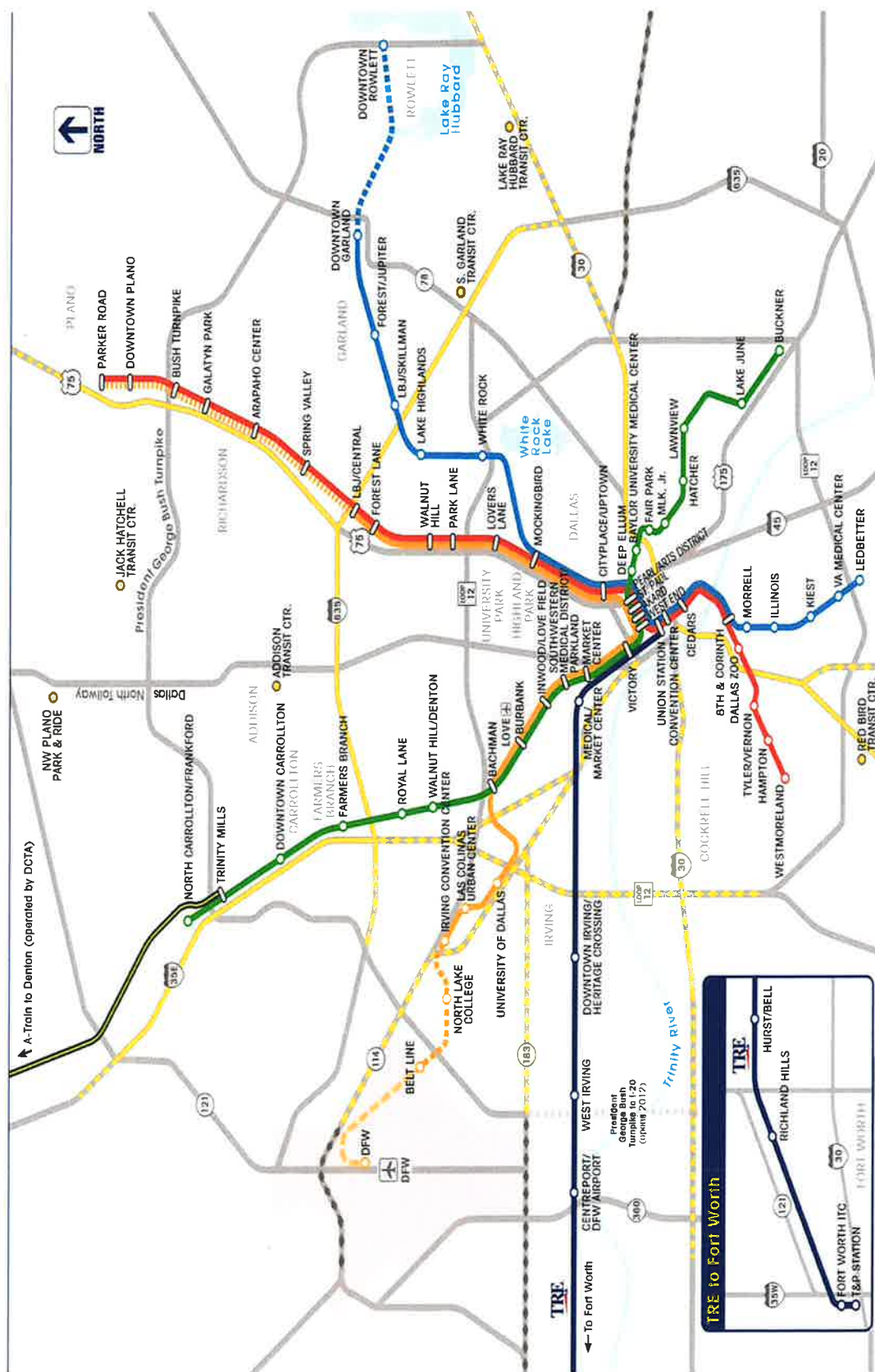
Christopher J. Caso, City Attorney


Assistant City Attorney

Exhibit A

DART Sites

Tod Sites



Lake June Station



#33
SCORE 55

Buckner Station



Westmoreland Station

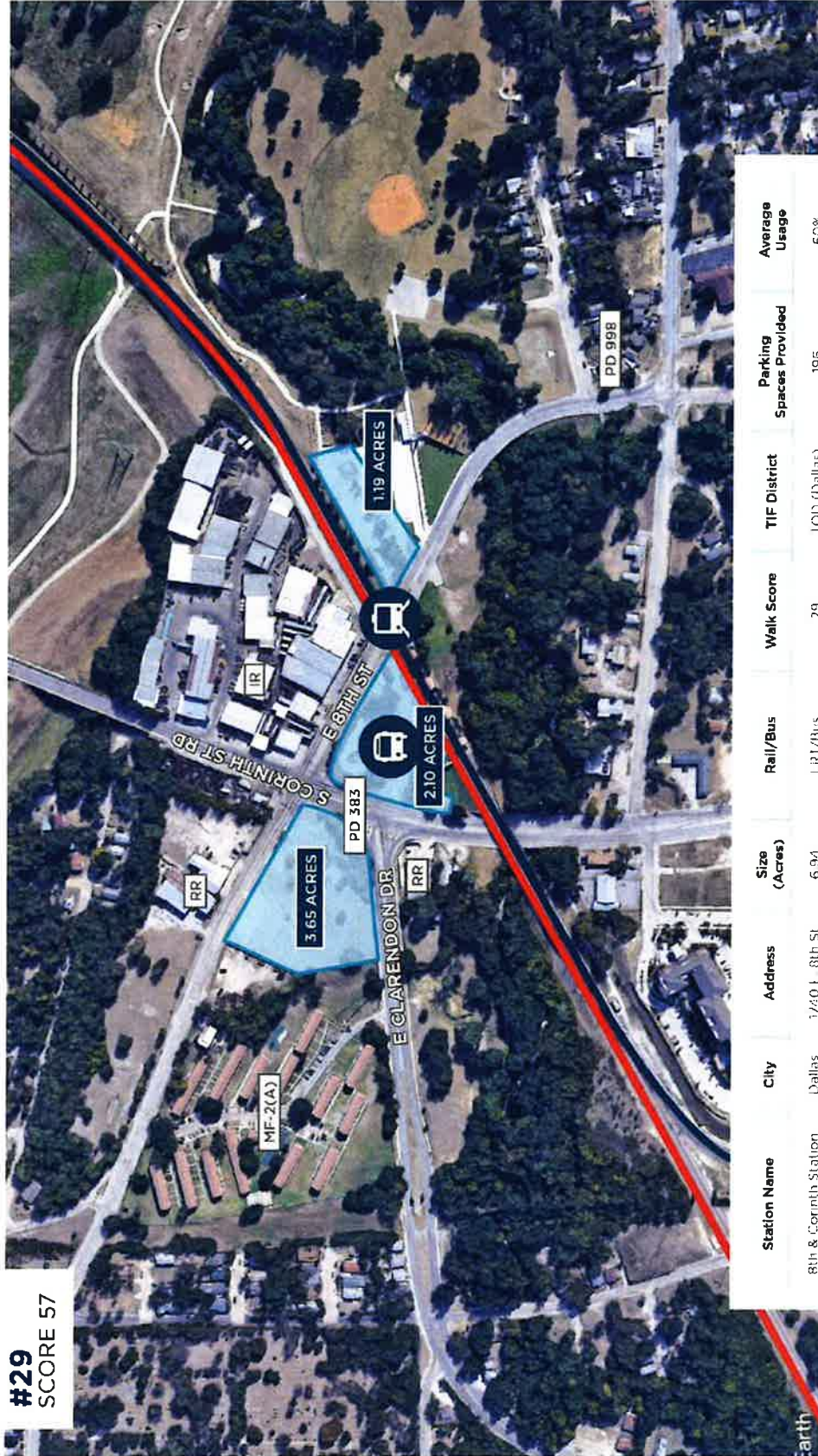


Hampton Station



8th and Corinth Station

#29
SCORE 57



Royal Lane Station



#26
SCORE 60

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

Email: consuelo.tankersley@dallascityhall.com