

MEMORANDUM OF UNDERSTANDING
between
DALLAS AREA RAPID TRANSIT
and
CITY OF PLANO
for
SILVER LINE MAINTENANCE FACILITY

This Memorandum of Understanding (“MOU”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code (the “Act”), and CITY OF PLANO (“CITY”), a Texas municipal corporation. DART and CITY may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, the CITY approved Specific Use Permit 61 for Public Service Yard for 5.2 acres of property near Technology Drive and Shiloh Road in Plano, TX (Ordinance No. 2023-11-8, hereinafter referred to as the “Permit”), after receiving an application for such Permit from DART, however, the approval of the Permit is conditioned upon the CITY and DART entering into this MOU for ensuring the cleanliness of the equipment maintenance facility and wash buildings (the “Facility”) at the site; and

WHEREAS, pursuant to the City of Plano Zoning Ordinance, the City Council may, in the interest of the public welfare and to ensure compliance with the ordinance, establish conditions of operation on any use for which a permit is authorized. In authorizing the location of any of the uses listed as specific use permits, the City Council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from offensive view or other undesirable conditions; and

WHEREAS, Chapter 791 of the Government Code allows local governments to contract to provide governmental functions; and

WHEREAS, the CITY wishes to ensure the Facility and site is kept in a well-maintained clean and orderly manner, free of weeds and litter in compliance with our City ordinances; and

WHEREAS, DART wants to be a good neighbor and agrees with the CITY that the Facility and surrounding site must be well-maintained and kept clean, and that an unclean Facility would be a nuisance that would be disruptive to the general public and the neighboring properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

Section I. DART’S Obligations and CITY Remedies

- 1.1 Maintenance of Facility. DART shall maintain the Facility, inclusive of surrounding site as noted on the approved site plan, in a clean and orderly manner, free of weeds and litter.
- 1.2 Storage. Open storage must comply with Article 19 of the City of Plano Zoning Ordinance.

- 1.3 Notice. Should the CITY determine that the Facility and surrounding site is not being kept in compliance with this MOU, the CITY shall provide written notice to DART specifically identifying the manner of uncleanliness and the necessary actions to remedy the noncompliance. DART has sixty days from the date the notice is mailed to cure.
- 1.4 CITY Remedies. Should DART fail to comply with this MOU, the Parties agree that the CITY may enforce this MOU in the same manner that the CITY may enforce City ordinances on the same subject matter through the CITY's regular process, adhering to all due process requirements.

Section II. Effective Date and Termination

- 2.1 Effective Date. The effective date shall be the date of execution.
- 2.2 Expiration of MOU. This MOU shall terminate automatically if the Permit is revoked or if DART sells the property upon which the Facility is proposed and the new owner does not use the property as allowed under the Permit.

Section III. Miscellaneous

- 3.1 Notices. Notice shall be provided in writing at the following addresses:

DALLAS AREA RAPID TRANSIT
 Nadine S. Lee
 President & Chief Executive Officer
 1401 Pacific Avenue
 Dallas, Texas 75202-7210

CITY OF PLANO
 Mark D. Israelson
 City Manager
 P.O. Box 860358
 Plano, TX 75068-0358

Copy to:
 DART General Counsel
 P.O. Box 660163
 Dallas, TX 75266-7255

Copy to:
 City Attorney's Office Attn:
 Paige Mims
 P.O. Box 860358
 Plano, TX 75068-0358

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

- 3.2 Entire Understanding and Amendments. This MOU embodies the entire understanding between the Parties and supersedes all prior understandings with respect to the matters addressed herein. This MOU may be amended or supplemented only by a written instrument executed by the Parties.
- 3.3 No Joint Enterprise. The Parties do not intend that this MOU be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

- 3.4 Third Party Beneficiaries. There are no third-party beneficiaries to this MOU.
- 3.5 Construction and Interpretation. This MOU shall not be construed against the drafting Party.
- 3.6 Severability. If any provision of this MOU is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.
- 3.7 No Discrimination. In the performance of this MOU, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.
- 3.8 Signature Authority. Each of the individuals signing this MOU warrants that he or she is duly and properly authorized to execute this MOU on behalf of his or her respective Party.

DALLAS AREA RAPID TRANSIT

Nadine S. Lee
President & Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Gene Gamez
General Counsel

CITY OF PLANO

Mark D. Israelson
City Manager

Date: _____

APPROVED AS TO FORM:

Paige Mims
City Attorney