

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
CITY OF COPPELL AND DALLAS AREA RAPID TRANSIT
FOR THE SILVER LINE REGIONAL RAIL PROJECT**

THIS **First Amendment** (1st Amendment) is entered into by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and CITY OF COPPELL (the "CITY"), a Texas home rule municipal corporation, and shall be effective on the date signed by the last of the parties to sign (the "Effective Date").

RECITALS

WHEREAS, regional passenger rail service substantially benefits regional mobility and improves air quality initiatives; and

WHEREAS, development of the Dallas Area Rapid Transit (DART) Cotton Belt Corridor Regional Rail Project (which was subsequently re-named to the "Silver Line Project" or "Project") will provide connectivity from Terminal B at Dallas/Fort Worth International Airport (DFW Airport) to Shiloh Road in Plano, Texas, and will travel through the City of Coppel; and

WHEREAS, Coppel has strongly supported transit-oriented development (TOD) and regional mobility initiatives and projects; and

WHEREAS, the Coppel City Council approved Resolution No. 2017-0613.2 to support the Silver Line Project realignment throughout Coppel, deviating from the existing freight corridor east of South Coppel Road and heading south into the City of Dallas and Cypress Waters before rejoining the freight corridor just west of Moore Road; and

WHEREAS, the DART Board approved this alignment deviation (referred to as the Cypress Waters alignment), the proposed rail station in Cypress Waters, and the grade separation at South Belt Line Road and Sanders Loop as part of the DART Service Plan Amendment; and

WHEREAS, the City of Coppel supports the mitigation improvements identified in the Draft Environmental Impact Study (DEIS) for locations within the corporate limits of Coppel, to include seven (7) quiet zones at Coppel Rd, Southwestern Boulevard, East Belt Line Road, Moore Road, Mockingbird Lane, South MacArthur Boulevard and Fairway Drive; grade separation over S. Belt Line Road and Sander Loop; and traffic signal timing/phasing improvements at MacArthur Blvd and E. Belt Line Rd intersection; and

WHEREAS, the City of Coppel is not a DART member city, but desires to be a project partner for the Silver Line Project to assist in the construction of the corridor, particularly the Cypress Waters alignment and through the proposed Cypress Waters station; and

WHEREAS, the Cypress Waters alignment benefits the City of Coppel by diverting passenger rail traffic away from many residential properties adjacent to the existing freight corridor,

providing a convenient access point to ride the Silver Line, providing an opportunity to realize TOD adjacent to the proposed rail station, and providing opportunities to tie the rail station to Old Town.

WHEREAS, DART and CITY have agreed to certain enhancements to and additional agreements regarding the Silver Line within the corporate limits of the City of Coppell;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein to be performed by the parties, DART and CITY agree to amend the Interlocal Agreement (ILA) dated the 6th day of September 2018 as follows:

SECTION 1: That Section 2 of the ILA is hereby amended to add the following:

ARTICLE 2
CITY'S RESPONSIBILITIES

Sec. 2.06

A. CITY shall remit as additional contribution an amount not to exceed \$893,091 as payment for the total project costs, including design, construction, construction management, testing, and other capital project support costs (soft costs) associated with the enhancement features set forth in Section 3.01 of the ILA, as amended herein. Exhibit C to this Amendment for all purposes herein includes a not to exceed cost itemization for each enhancement. The CITY shall pay the full amount within thirty (30) days of execution of this 1st Amendment except as provided herein.

B. CITY is currently working with DART to identify improvements that the CITY can install now as part of CITY's existing roadway reconstruction project to offset the costs associated with the quiet zone for the Freeport Parkway crossing. CITY shall deposit fifty percent (50%) payment to DART for costs associated with the quiet zone for Freeport Parkway crossing within 30 days of execution of 1st Amendment. The remainder of the payment shall be made within thirty (30) days of DART notification to CITY of the final scope allocation and revised cost estimate that shall not exceed the amount identified on Exhibit C.

C. At the conclusion of the construction of the enhancements DART shall notify the CITY and provide a detailed account of the actual cost of the enhancements provided herein (Exhibit C). If any of the enhancements actual costs are less than as provided in Exhibit C, DART shall remit a rebate of the difference between extended price and actual costs as provided in Exhibit C. If anticipated costs due to changes or unforeseen conditions would exceed the amount outlined in Exhibit C, DART and the City would work cooperatively to address the change.

Sec. 2.07 CONSTRUCTION CONTINGENCY. In addition to the contribution in Section 2.06, CITY further agrees to designate \$34,381 as a construction contingency for the enhancement features set forth in Section 3.01 of the First Amendment to the ILA. CITY shall retain funds until such time that DART requests funds. DART and CITY shall mutually agree on a process to disburse funds related to this contingency.

2.08 MAINTENANCE. The CITY shall be responsible for maintenance of the landscape medians north and south of Belt Line Road. CITY shall take responsibility for replacement of vinyl-clad fencing at end of service life.

SECTION 2: That Section 3 of the ILA is hereby amended to add the following:

**“ARTICLE 3
DART’S OBLIGATIONS**

Sec. 3.02 In exchange for the additional contribution as outlined in Sections 2.06 and 2.07 of the 1st Amendment, DART shall provide design, construction, construction management, testing, and other capital project support costs (soft costs) associated with the following enhancement features:

- Quiet zone at Royal Lane (Exhibit A)
- Quiet zone at Freeport Parkway (Exhibit A)
- Retaining wall penetrating acrylic stain (Exhibit B)
- CITY logo on bent cap (Exhibit B)
- Bridge sub/super structure penetrating acrylic stain (Exhibit B)
- Upgrade to 4’ and 6’ Vinyl-coated Chain Link Security Fence with Mow Strip
- Bridge Rustications (Exhibit B)
- Landscape medians north and south of S. Belt Line Road elevated crossing (Exhibit B)

3.03 MAINTENANCE. DART shall be responsible for maintenance of the quiet zone equipment. DART shall be responsible for maintaining the functional integrity of security fence along DART right-of-way that is consistent with maintenance of a chain link fence. DART shall not be responsible for maintaining the appearance of the vinyl cladding on the security fence. DART shall be responsible for maintenance of penetrating acrylic stain and graffiti removal from concrete walls and bridge structures.

SECTION 3: That except as amended by this 1st Amendment, the terms and conditions of the ILA between the parties effective on September 6, 2018, shall remain in full force and effect.

EXECUTED this _____ day of _____, 2021 by authority of Coppel City Council.

CITY OF COPPELL

BY _____
Mike Land, City Manager

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXECUTED this _____ day of _____, 2021 by authority of DART Board
Resolution No. _____, adopted on _____;

DALLAS AREA RAPID TRANSIT

BY _____
Gary C. Thomas
President/Executive Director

ATTACHMENTS

EXHIBIT A: QUIET ZONES



EXHIBIT B: REPRESENTATIVE BRIDGE ENHANCEMENTS

Note: Final color selections and other specifications shall be determined by mutual agreement between DART and CITY



EXAMPLE OF CITY LOGO



BRIDGE RUSTICATIONS (HORIZONTAL REVEALS)



S. Belt Line Median Landscaping



S. Belt Line Median Landscaping



S. Belt Line Median Landscaping



EXHIBIT C: COST ITEMIZATION

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Total Price				
Item	AWH Cost	Contingency	Capital Project Support Cost	Total Price
Freeport QZ	\$251,118.14			
Royal QZ	\$256,219.30			
Belt Line Road Bridge Enhancement				
Retaining Wall Penetrating Acrylic Stain	\$9,470.45			
City Logo Cast into Bent Cap	\$23,948.28			
Bridge Substructure/Superstructure Penetrating Acrylic Stain	\$37,586.14			
Bridge Rustications (Horiz. Bands)	\$58,568.92			
Belt Line Road Median Planting	\$36,352.52			
Enhanced Fencing				
Upgrade to 4' Black Vinyl Coated Chain Link	\$52,224.94			
Upgrade to 6' Black Vinyl Coated Chain Link	\$6,965.20			
Top Rail for Chain Link Fence	\$12,657.61			
Mow Strip	\$114,413.25			
Total City of Coppell	\$859,525	\$34,381	\$159,115	\$1,053,021