

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT TO THE CITY OF COPPELL AND DALLAS AREA RAPID TRANSIT (“DART”) INTERLOCAL AGREEMENT FOR THE SILVER LINE REGIONAL RAIL PROJECT (“PROJECT”) ENTERED INTO ON SEPTEMBER 6, 2018 (“AGREEMENT”) AS SET FORTH IN EXHIBIT A, BY AMENDING SAID AGREEMENT BY ADDING NEW ARTICLES 2.06, 2.07, AND 2.08 PROVIDING FOR ADDITIONAL FUNDING FOR ENHANCEMENTS TO SAID PROJECT; AND, AMENDING ARTICLE 5 OF SAID AGREEMENT BY UPDATING ARTICLE 5.02, AND BY ADDING A NEW ARTICLE 5.19; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Coppel and Dallas Area Rapid Transit (“DART”) have entered an Interlocal Agreement on September 6, 2018 (the “Agreement”), pursuant to DART Resolution 180068, approved by the DART Board of Directors on August 14, 2018; and

**WHEREAS**, the Parties desire and have agreed to amend the Agreement for the purpose of including certain enhancements to and additional funding in said agreement regarding the Project within the corporate limits of the City of Coppel and as defined in the Agreement, by adding new articles 2.06, 2.07, and 2.08, and amending article 5 of said Agreement by updating article 5.02, and by adding a new article 5.19; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, the City Council of the City of Coppel, Texas, finds it to be in the public interest to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COPPELL, TEXAS, THAT:**

**SECTION 1.** That the First Amendment to the Interlocal Agreement by and between the City of Coppel and Dallas Area Rapid Transit authority is hereby approved as set forth in the attached Exhibit A, and the City Manager or Mayor is authorized to execute said amendments.

**SECTION 2.** This Resolution shall become effective immediately upon approval.

**DULY ORDERED** by the City Council of the City of Coppell, Texas, the \_\_\_\_ day of \_\_\_\_\_ 2025.

**CITY OF COPPELL, TEXAS**

**APPROVED:**

\_\_\_\_\_  
Wes Mays, Mayor

**ATTEST:**

\_\_\_\_\_  
Ashley Owens, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## **EXHIBIT A**

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

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (“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 last signed by a Party (the "Effective Date"). DART and CITY will collectively be referred to herein as the “Parties” or individually as “Party.”

### **RECITALS**

WHEREAS the Parties entered an Interlocal Agreement on September 6, 2018 (the “Agreement”), pursuant to DART Resolution 180068, approved by the DART Board of Directors on August 14, 2018; and

WHEREAS, Parties have agreed to certain enhancements to and additional agreements regarding the Project (as defined in the Agreement) within the corporate limits of the CITY.

**NOW, THEREFORE**, in consideration of the premises and mutual promises and covenants contained herein to be performed by the Parties, Parties agree to amend the Agreement as follows:

<sup>1</sup>

**SECTION 1:** Article 2 of the Agreement is hereby amended by adding new Articles 2.06, 2.07 and 2.08 as follows:

### **ARTICLE 2 CITY'S RESPONSIBILITIES**

#### **2.06**

- A. CITY shall remit to DART as additional contribution an amount not to exceed \$975,558.00 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 Article 3.01 of the Agreement and as amended in the new Article 3.02 and 3.03 stated herein (the “Enhancements”). Exhibit C to this Amendment (attached hereto and incorporated for all purposes herein) includes a “not to exceed” cost itemization for each Enhancement. The CITY shall pay

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<sup>1</sup> Words in ~~strike through~~ type are deletions from the existing Agreement; words in underlined type are additions to the existing Agreement.

the full amount within thirty (30) days of Effective Date of this Amendment except as provided herein.

- B. 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. If any of the Enhancements' actual costs are less than as provided in Exhibit C, DART shall remit to CITY a rebate of the difference between extended price and actual costs within a reasonable period of time following discovery of such difference. In no event shall the CITY be obligated to pay an amount more than as proved in Exhibit C. If anticipated costs due to changes or unforeseen conditions exceed the amount outlined in Exhibit C, Parties shall work cooperatively to address the change.

2.07 Construction Contingency. In addition to the contribution discussed in Article 2.06 above, CITY further agrees to designate \$32,927.00 as a construction contingency for the Enhancement features. CITY shall retain funds until such time that DART requests funds. Parties shall mutually agree on a process to disburse funds related to this contingency.

2.08 Maintenance. The CITY shall take responsibility for replacement of vinyl-clad fencing at end of service life.

**SECTION 2:** Article 3 of the Agreement is hereby amended by adding new Articles 3.02 and 3.03 as follows:

### **ARTICLE 3 DART'S OBLIGATIONS**

3.02 In exchange for the additional contribution, as outlined in Articles 2.06 and 2.07 of this Amendment, DART shall provide design, construction, construction management, testing, and other capital project support costs (soft costs) associated with the following Enhancement features. Exhibits A and B, as referenced below, are attached hereto, and incorporated for all purposes herein.

- 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)
- Bridge Rustications (Exhibit B)
- Four (4) foot and six (6) foot Vinyl coated Chain Link Security Fence with Mow Strip (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:** Article 5 of the Agreement is hereby amended by updating Article 5.02 and by adding new Article 5.19 as follows:

**ARTICLE 5  
GENERAL TERMS**

5.02. Notice: Notices by or to either Party provided under this ~~Agreement~~ Amendment shall be in writing and delivered by certified mail return receipt requested or customarily used hand or overnight delivery with proof of delivery to the addresses shown below.

If to DART:

~~Gary C. Thomas,~~  
~~President/Executive Director~~ Nadine Lee,  
President and Chief Executive Officer

5.19 Application of Federal Funds. The Parties acknowledge that: (1) federal funds may be utilized in the construction of the Project; (2) requirements applicable to those federal funds may change due to changes in federal law, regulation, or guidance; and (3) such changes to those federal requirements will apply to the Agreement and this Amendment. The Parties agree to work cooperatively to comply with all federal statutes, regulations, and guidance relating to the receipt of federal funds, including the requirements for pass-through entities detailed in 2 CFR § 200.331. The Parties shall maintain a record keeping system for all activities related to the Project, including financial management records that support and document all activities and expenditures of funds made under the Agreement and this Amendment in accordance with applicable federal and state law. The Parties shall retain complete and readily accessible records related in whole or in part to the Project as specified by their respective record retention schedules and federal grant requirements. Additionally, the Parties shall ensure that all procurements related to the Project and involving federal funding comply with applicable federal procurement requirements.

**SECTION 4: Defined Terms:** Defined terms herein shall have the same meanings as specified in the Agreement unless stated otherwise herein.

**SECTION 5: No Further Modification:** Except as amended herein, all other provisions of the Agreement, other than as specifically addressed herein, shall remain in full force and effect.

*Signature page follows:*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by authority of Coppell City Council.

**CITY OF COPPELL**

BY: \_\_\_\_\_  
Mike Land, City Manager

**ATTEST:**

\_\_\_\_\_  
Christel Pettinos, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

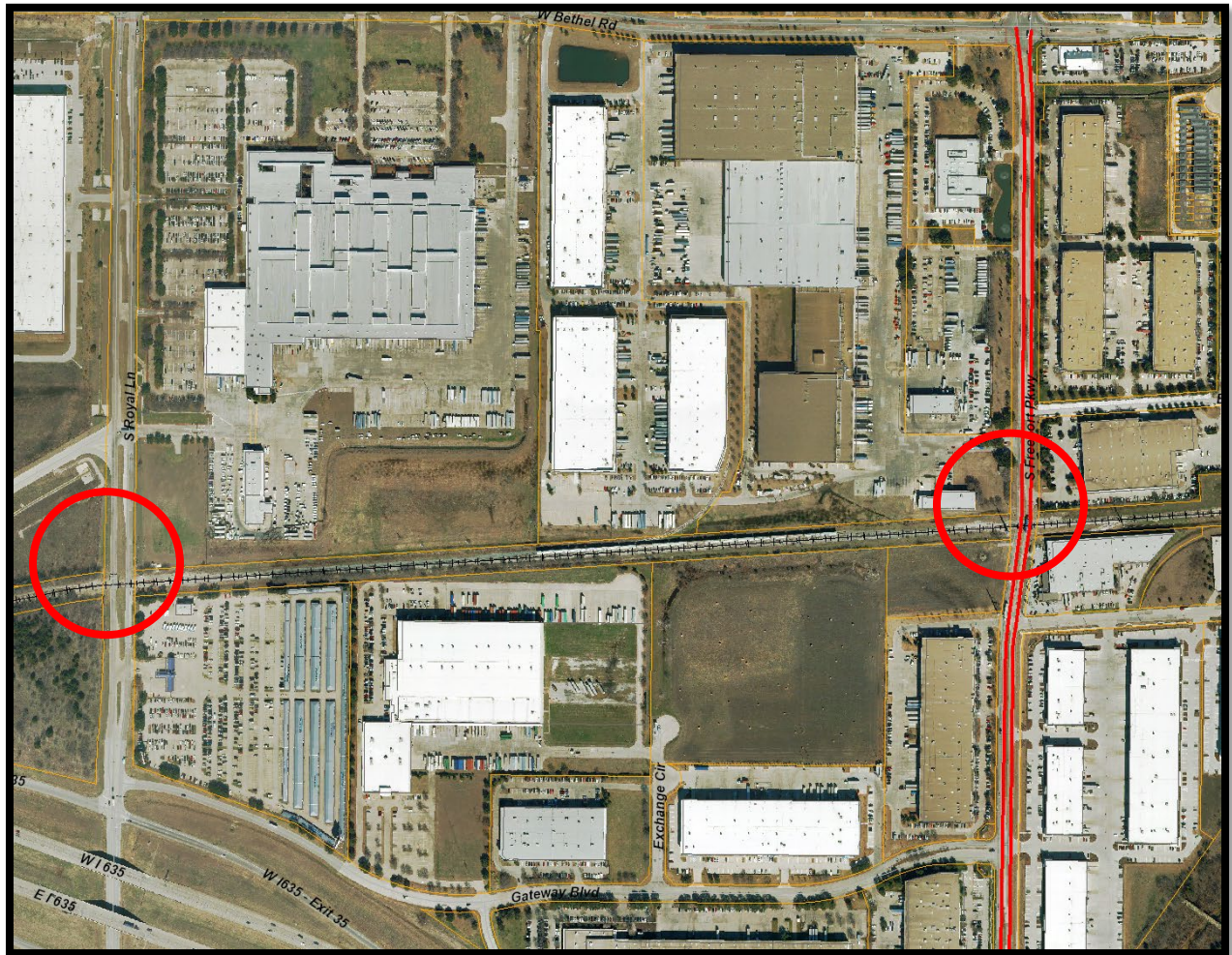
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by authority of DART Board Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_.

**DALLAS AREA RAPID TRANSIT**

BY: \_\_\_\_\_  
Nadine S. Lee  
President and Chief Executive Officer

## 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





**BRIDGE RUSTICATIONS (HORIZONTAL REVEALS)**



## EXHIBIT C: COST ITEMIZATION

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	Total Price			
Item	AWH Cost	Contingency	Capital Project Support Cost	Total Price
<b>Freeport QZ</b>	\$251,118.14			
<b>Royal QZ</b>	\$256,219.30			
<b>Belt Line Road Bridge Enhancement</b>				
Retaining Wall Penetrating Acrylic Stain	\$9,470.45			
City Logo Cost into Bent Cap	\$23,948.28			
Bridge Substructure/Superstructure Penetrating Acrylic Stain	\$37,586.14			
Bridge Rustications (Horiz. Bands)	\$58,568.92			
<b>Enhanced Fencing</b>				
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			
<b>Total City of Coppel</b>	<b>\$823,172.00</b>	<b>\$32,927.00</b>	<b>\$152,386.00</b>	<b>\$1,008,485.00</b>