



INTEROFFICE MEMORANDUM

DATE: March 10, 2023

TO: Project File
Marc Oliphant, FTA Region 6

FROM: Kay Shelton, Vice President, Capital Planning
John Hoppie, Silver Line, Planning Project Manager

SUBJECT: DART Cotton Belt Corridor Design-Build Changes: Memo to File
Phase H Coit Road Design Evolution

Introduction

In accordance with 23 CFR 771.129, this memorandum documents changes to the Cotton Belt Corridor Regional Rail Project (Silver Line) that have occurred since the signing of the Final Environmental Impact Statement/Record of Decision (**FEIS/ROD**) on November 9, 2018. The **FEIS/ROD** was approved by both the Federal Transit Administration (FTA) as lead agency and the Federal Aviation Administration (FAA) as cooperating agency. These changes occur throughout the Project in the cities of Grapevine (DFW Airport), Coppell, Dallas, Carrollton, Richardson, and Plano. The DART Silver Line is scheduled to begin operation on the Cotton Belt Corridor in FY 2026.

These changes are the result of city/agency coordination, design modifications, project enhancements, and/or opportunities to reduce costs. These changes are not deemed significant and additional environmental documentation is not necessary.

The need to prepare a memorandum to file to document project changes was identified in recent Mitigation Monitoring Program (MMP) updates as Mitigation Measure **GEN-2**. The changes identified to date are depicted in **Attachment 1, Exhibit 1**. (Phase F project changes are the subject of this memorandum):

- Phase A (Approved 11/12/20)
 - A1. EMF/Yard Lead relocation
- Phase B (Approved 2/16//22)
 - B1. Elimination of DFW pocket track
 - B2. Deferral of DFW North Through Platform
 - B3. Elimination of Oncor Tower Relocation at Cypress Waters Station
 - B4. Addition of new at-grade crossing – Huntington Road
- Phase C (Approved 4/26//22)
 - C1. Elimination of Adaptive Reuse of White Rock Creek Bridge
- Phase D Freight Infrastructure Improvements (Approved 4/26//22)
 - D1. Freight Storage Track
 - D2. Freight Island Siding

- Phase E
 - E1. Hillcrest Road Design Advancement (Approved 10/21/22)
- Phase F Plano Modifications (Approved 01/09/23)
 - F1. Shiloh Road Layover facility
 - F2. US Brass Avoidance Alignment
- Phase G Profile Changes
 - G1. Custer Parkway Grade Separation Change
 - G2. Jupiter Road Grade Separation
- **Phase H Coit Road Design Evolution**
- Future Phase I
 - Real Estate Acquisition Changes

A memorandum to file documenting Phase A project changes was submitted on October 30, 2020; and approved by FTA on November 12, 2020. A Phase B memorandum to file was submitted on December 16, 2021; and approved by FTA on February 16, 2022. Phase C and Phase D memoranda to file were submitted on April 6, 2022 and approved by FTA on April 26, 2022.

With the development of the Phase E Memorandum to File, FTA requested a more public process to address community concerns. Beginning with Phase E Hillcrest Road Design Advancement memorandum, the public is being provided an opportunity to comment on draft memoranda before FTA final determination. As such, FTA will review each draft memorandum to authorize posting the draft online for public review and comment. All substantive comments will be addressed in the final memorandum which will be submitted to FTA for a final determination. The Final memorandum with the response to comments and the final FTA determination will then be posted online

The Draft Phase E Memorandum, Hillcrest Road Design Advancement, was posted on August 5, 2022, and approved by FTA on October 21, 2022. The Draft Phase F Memorandum, Plano Modifications, was posted on September 27, 2022, and approved by FTA on January 9, 2023. The Draft Phase G Memorandum, Profile Changes, was posted on September 27, 2022, and by FTA on January 27, 2023. Future Memo to File Phase I will provide a comprehensive documentation of all Real Estate acquisition changes that have occurred since approval of the FEIS/ROD.

The Project's effects on the existing social, environmental, economic, and transportation environment were assessed and documented in the **FEIS/ROD** in coordination with the public and interested agencies. DART will implement, as necessary, all mitigation to which the **FEIS/ROD** commits and will coordinate with the public and agencies during the Design-Build phase as stipulated in the **FEIS/ROD**. The mitigation measures and other project features that avoid or reduce adverse impacts are incorporated into the Project and are summarized in the **ROD**. The **FEIS** provides a description of these mitigation measures and design features. DART is designing and building the Project in accordance with the mitigation measures contained in the **FEIS** and documented in the **ROD**. DART has established a Mitigation Monitoring Program (MMP) to provide a means for DART and FTA to track the progress in accomplishing the mitigation commitments. The MMP is implemented and monitored by DART and FTA through quarterly updates of the MMP. The original summary table, located in the **FEIS/ROD**, formed the basis of

the MMP. Mitigation measures referenced in this letter to file are identified by the mitigation measure identification number in the first column of the table.

Financial Considerations

The Silver Line is being financed through a federal loan program called Railroad Rehabilitation and Improvement Financing (RRIF), along with a combination of other federal, regional, and local sources including FTA Congestion Mitigation and Air Quality (CMAQ) funds.

Phase H Coit Road Design Evolution

The Phase H project changes includes modifications associated with the Coit Road Design Evolution. As discussed in **Section 5.2** of the **FEIS/ROD** and included as Mitigation Measure No. **CB3-19** in the Mitigation Monitoring Report, a grade separation of Coit Road at the Cotton Belt is required to mitigate impacts to traffic along Coit Road. As described in the **FEIS/ROD** 10% Design shown in **Appendix A**, the rail line will be slightly depressed, and the roadway will be elevated over the rail line. The 10% Design Coit Road Bridge Design and Elevation is shown in **Attachment 1, Exhibit 2**. Collaboration with the City of Dallas and coordination with property owners resulted in a design evolution that contributed to an overall reduction in environmental impacts.

Other relevant Impacts/Mitigations identified in **FEIS/ROD** near this location included:

- **COR-5:** Preserve existing vegetation to the greatest extent possible.
- **COR-27:** Minimize impacts to traffic during construction.
- **CB3-2:** Avoid or minimize impacts to the North Dallas Eruv and its markers and places of worship. The affected community will be engaged during project design and construction to avoid and minimize impacts and to assist with proposed solutions.
- **CB3-13:** Install a total of 17,500 linear feet of noise barriers in 17 sections in CB3 adjacent to the tracks at noise impact locations
- **CB3-28:** The driveway to Dallas Water Utilities (DWU) northeast of Coit Road intersection will be relocated to extend north parallel to the Coit Road aerial structure before entering the roadway at ground level.
- **CB3-29:** One of two driveways to an apartment complex located northwest of the Cotton Belt intersection with Coit Road will be eliminated due to the Coit Road structure.
- **CB3-30:** Minimize access impacts at Sugar Cane Way. Reconstruction of the Sugar Cane Way/Adventure Landing.

As detailed in **Appendix A** of the **FEIS/ROD** and shown in **Attachment 1, Exhibit 3**, the 10% Design of the Coit Road grade separation would require reconstruction of several roadways including:

- 1,850 feet of Coit Road
- 275 feet of Osage Plaza Parkway
- 650 feet of Sugar Can Way and its intersection with Sunflower Lane/Acoma Lane
- 350 feet of Sunflower Drive/Acoma Lane

Additionally, three driveways would be significantly altered by the **FEIS/ROD** 10% Design:

- 375 feet of the Adventure Landing driveway would be reconstructed
- A driveway to Palencia Apartments from Coit Road would be relocated to Osage Plaza Parkway. This would require a reconfiguration of the access and parking (potentially displacing a parking garage).
- The driveway to a DWU facility would be reconfigured to run parallel to Coit Road. This would require acquiring an easement from the Highland Springs retirement community and the removal of landscaping and a decorative fencing of the complex.

During final design, it was also determined that advancing the 10% Design profile would have resulted in some access and property impacts that were not identified in the **FEIS/ROD**. As noted above, a portion of Sugar Cane Way and its intersection with Sunflower Lane/Acoma Lane would require reconstruction. Unfortunately, the original environmental analysis did not account for the significant change in elevation required at this intersection. To accommodate the 10% Design, this intersection would need to be raised six feet above its present elevation making access to several residential properties near this intersection problematic. It would have precluded the alley behind Sunflower Lane from intersecting with Sugar Cane Way. This design would have required the placement of retaining wall infrastructure that would have encroached into residential properties and alleyways adjacent to the cross section. This encroachment would have been subsurface but would have impacted several properties. Without significant design modifications or other mitigations, the 10% Design would have affected direct access to at least eleven homes. Severing the alley would have impacted access to 24 residential properties. These encroachments and access impacts were unforeseen in the **FEIS/ROD** and therefore were not documented. As such, mitigation to address these impacts had not been incorporated into the 10 % Design.

DART, working with the City of Dallas, sought to eliminate these property and access impacts and reduce the extent of roadway reconstruction. Elements of the Coit Road Design Evolution include reducing the clearance of Coit Road over the rail, reducing the depth of structure, and increasing the grade of the Coit Road crossing approaching the rail. These modifications significantly reduce the extent of reconstruction of Sugar Cane Way and eliminate all reconstruction of Osage Plaza Parkway and Sunflower Drive/Acoma Lane. As such, the undocumented access and property impacts are avoided. Additionally, driveway impacts and related impacts are reduced. These benefits are detailed throughout this memo and highlighted in **Attachment 1, Exhibit 4, and Exhibit 5. Exhibit 6** provides a cross-section of the Coit Road Design Evolution grade separation.

Silver Line Design and Construction Supplemental Agreement #11 to the DART/City of Dallas Interlocal Agreement (ILA)

The design evolution of the 10% Design of the Coit Road grade separation was developed in collaboration with the City of Dallas. On September 9, 2020, DART and the City entered into Supplemental Agreement No. 11 to the Master Interlocal Agreement (SA 11). This agreement (See **Attachment 2**) has directed the development of the Coit Road Design Evolution which established the surface profile of Coit Road at three feet lower than what was identified in the **FEIS/ROD**.

The Coit Road Design Evolution adheres to Article IV “Coit Road” of SA 11. In a series of public meetings held throughout 2022, a Dallas Councilmember and several members of the community offered an alternative interpretation of Article IV and suggested that the depressed rail should be lowered to further reduce the profile of Coit Road. Per Article IX “Dispute Resolution” of SA 11 the Dallas City Manager and the DART President/Executive Director would be the final arbiters of any disputes.

After extensive coordination, this issue was decided with a November 14, 2022, letter (See **Attachment 3**) from Dallas City Manager, T.C. Broadnax to DART President/Executive Director Nadine Lee, stating, "While I concur that the design of Coit Road is in alignment with SA 11, I also acknowledge there is some disagreement about how to measure 12 feet above and 11 feet below existing grade. As my greatest concern is that Coit Road be reconstruct [*sic*] consistent with the SA 11, there is no public benefit to requiring DART to lower the tracks from the current design. It is my further determination that final elevation changes of the Silver Line track need to be addressed by DART and the appropriate overseeing entity (Texas Department of Transportation (TxDOT), Federal Transportation Association [*sic*] (FTA), etc.)."

As such, DART is constructing Coit at the elevations consistent with the evolution of the 10% Design as collectively agreed to with the City of Dallas in 2020. Design modifications include excavating 11 feet below existing grade to establish the top of rail at eight feet below existing grade, reducing the clearance of Coit Road over the rail from 21 feet to 18.5 feet; reducing the depth of structure, and increasing the grade of the Coit Road crossing over the rail. This conforms with SA 11 by lowering the roadway surface profile of Coit Road by three feet compared to the **FEIS/ROD 10% Design** (See **Attachment 1, Exhibit 7.**)

Environmental Evaluation:

DART's investigation to assess potential environmental impacts, both positive and negative, associated with the Coit Road Design Evolution:

- Ongoing regular meetings with the City of Dallas Transportation Department staff, Dallas Water Utilities (DWU) staff and the City of Dallas Director of Transportation to review and comment on the design development.
- Ongoing stakeholder coordination.
- Ongoing public participation.
- A review of appropriate sections of the **FEIS/ROD**.
- Field reconnaissance.

The **FEIS/ROD** did identify a few impacts to be mitigated in the vicinity of the Coit Road crossing. These impacts/mitigations included:

- Traffic impacts related to the rail crossing are being mitigated through the implementation of a grade separation.
- To maintain appropriate access, two driveways were to be relocated and one driveway was being reconstructed.
- Portions of four roadways totaling over 3000 linear feet would have been reconstructed.
- Highland Springs would have been compensated for property impacts and changes to landscaping and decorative fence.
- Noise impacts to the University Place community are being mitigated by the placement of 2350 feet of noise barrier walls.
- DART is coordinating with the North Dallas Eruv Community to minimize any effects and avoid any disruptions to the Eruv boundary.

In addition to avoiding the undocumented property and access impacts, the Coit Road Design Evolution represents an improvement over the original design. Compared to the 10% Design, the Design Evolution, improves access, eliminates impacts to two roadways, and reduces the extent of roadway reconstruction.

The **FEIS/ROD** did not identify cultural resources, water/floodplain resources, parks, vibration impacts, hazardous materials risk sites in the vicinity of the Coit Road. All corridor-wide mitigation measures detailed in the **FEIS/ROD** that apply to the Silver Line, will still apply. These include measures associated with Biological Resources, Hazardous/Regulated Materials, Air Quality, Safety/Security, Water Quality and Construction. The Coit Road Design Evolution represents an improvement to the design that is included in the **FEIS/ROD** and, as described below, effects the following:

- Traffic/Traffic Safety
- Access
- Property
- Visual/Aesthetics
- Noise
- Community Facilities
- Cotton Belt Regional Trail
- Construction

Traffic/Traffic Safety: To mitigate traffic at the rail crossing, **Section 5.2.3** of the **FEIS/ROD** identified Coit Road as a grade separation, with the rail to be slightly depressed and Coit Road will be elevated over the rail line. The Design Evolution does not change this concept but lowers the surface profile of Coit Road by three feet. The Coit Road Design Evolution increases the grade of the Coit Road crossing approaching the rail. The maximum grade for Coit Road (6%) and maximum intersection grade at Sugar Cane Way (2%) conform with the standard identified in the 2019 City of Dallas, Street Design Manual. The City of Dallas recommended several added traffic mitigation measures to address traffic and traffic safety. (See **Attachment 1, Exhibit 8**).

- To help calm traffic, the speed limit on Coit Road will be reduced from 40 mph to 35 mph.
- To facilitate access to Frankford Middle school and Palencia Apartments during and after construction, a new traffic signal will be installed at Osage Plaza Parkway and Coit Road.
- To facilitate access to University Place and Adventure Landing Apartments during and after construction, a new traffic signal will be installed at Sugar Cane Way and Coit Road (Intersection will include accessible marked pedestrian crosswalks at all four corners).
- To provide additional access to University Place during construction, DART will install a temporary traffic signal at Alocasia Drive. After construction, the City will install a permanent traffic signal.

The Coit Road Design Evolution does not change the benefits of the grade separation of Coit Road identified in the **FEIS/ROD**. The City of Dallas recommended mitigations improve local access and will result traffic calming, improved sightlines and an overall traffic safety improvement.

Access: As previously noted, undocumented access impacts are avoided through the Coit Road Design Evolution. The 10% Design included in the **FEIS/ROD** identified that two driveways would be relocated and a third would be significantly modified. The Design Evolution modified the design of the three driveways, reduced extent of reconstruction and reduced related impacts.

Adventure Landing Driveway:

- The original design would have reconstructed about 375 feet of the Adventure Landing driveway (See **Attachment 1, Exhibit 3**).
- The Design Evolution reduced the driveway reconstruction to about 150 feet and provides a traffic signal to facilitate access (See **Attachment 1, Exhibit 4**).

Palencia Apartments Driveway:

- **Section 5.2** of the **FEIS/ROD** indicates the driveway to Coit Road would be eliminated and that DART would work with the complex to provide alternate access. **Appendix A.3.C** (Sheet 745) showed Coit Road driveway relocated to Osage Plaza Parkway (See **Attachment 1, Exhibit 3**). Related impacts would include:
 - Removing primary entrance from a principal arterial roadway and placing both entrances on a collector roadway within 200 feet of each other.
 - Potential displacement or partial displacement of a 12-bay parking garage.
 - Perimeter fence would be reconfigured, and gated entrance would be relocated to Osage Plaza Parkway.
- The Design Evolution being coordinated with Palencia Apartments relocates the existing driveway approximately 100 feet to the north (See **Attachment 1, Exhibit 5**).
 - This keeps the primary access point for the on Coit Road, a principal artery.
 - Maintains a significant distance between the two complex driveways.
 - Eliminates potential displacement of garage but will relocate twelve parking spaces to the site of the existing driveway. (No net loss of parking)
 - Reconfigures perimeter fence and relocates gate entrance about 100 feet.

DWU Driveway

- The original design would have reconfigured the driveway to run parallel to Coit Road (See **Attachment 1, Exhibit 3**).
 - This would require acquiring an easement from the Highland Springs retirement community plus the removal of landscaping and decorative fencing.
- The Design Evolution relocates the driveway through the Highland Springs Senior Living Community property (See **Attachment 1, Exhibit 5**).
 - The property management suggested that it would be less impactful to access the facility through their community.
 - Design evolution avoids impacts to the landscaping and fences.

In a May 23, 2022, letter to the FTA, a Dallas Councilmember expressed concern about relocating the access to the DWU facility through a residential complex and the potential for creating a “significant environmental impact.” Members of the community suggested that numerous trucks

accessing the DWU facility would result in a noise impact. Others were concerned that DART would be modifying the wastewater facility infrastructure.

The lift station is a small wastewater facility that does not generate significant traffic that would result in a significant noise impact. The DWU facility will be accessed by City of Dallas/DWU trucks approximately once per week. DART is not modifying any of the facility's operational infrastructure. DART working with DWU, and the property management have developed this preferred access and have reached agreement on the appropriate route through the community.

The Coit Road Design Evolution access changes, which include driveway modifications and new traffic signals (see traffic discussion), have been coordinated with the City of Dallas, Dallas Water Utilities, and affected property representatives. These changes represent an overall reduction in access impacts compared with the impacts identified in the **FEIS/ROD**. Additionally, they avoid the undocumented access impacts associated with the original design.

Property Impacts: As previously noted, undocumented property impacts are avoided through the Coit Road Design Evolution. The 10% Design included in the **FEIS/ROD** would have required a .07-acre sliver of property for the DWU access road. Highland Springs management preferred the alternative driveway that eliminates impacts to landscaping or fences. As part of a three-way collaboration DART will facilitate the City of Dallas/DWU acquiring an easement from Highland Springs for a new access driveway through the retirement community.

- Highland Springs will convey an approximately 96,151 Sq. Feet (2.2073 Acres) easement to DWU for the new driveway.
- DART will construct the new driveway on the east side of DWU facility.
- Highland Springs will allow DWU access to the DWU facility through gated access on Frankford Road.
- DWU will use a route designated by Highland Springs through the retirement community to access the DWU facility.

The Design Evolution also requires the acquisition of a 450 sq. feet (0.010 acre) drainage easement approximately 90 feet north of Sugar Cane Way. This easement will accommodate a relocated overflow pipe. DART has reached agreement with the property owner for compensation for this use of property.

Additionally, the reconstruction of Coit Road will required some modifications of utilities. During reconstruction DART will establish a 16-inch temporary water line bypass along the western side of Coit Road. This temporary water line would be located within an easement along the frontage of Palencia Apartments and Adventure Landing. DART is finalizing an agreement with the City of Dallas, DWU and AT&T for the use of a currently unused AT&T easement. Approximately 17,000 square feet of the easement is required. If the use of the AT&T easement is not achievable, DART will negotiate acquiring a similar easement from Palencia Apartments and Adventure Landing. It is anticipated that duration of this use of the easement will be 12 months. The relocation of the utilities may require removal of vegetation, which would be replaced in kind. The location of these property impacts is shown on **Attachment 1, Exhibit 9**. All property acquisition of will adhere to all federal guidelines regarding acquisition including the Uniform Relocation Assistance

and Real Property Acquisition Policies Act (URA) of 1970 (42 USC § 4601 et seq.). Future Memo to File Phase I will provide a comprehensive discussion of all Real Estate acquisition changes that have occurred since approval of the FEIS/ROD.

Visual/Aesthetics/Vegetation: To accommodate the construction of the Coit Road bridge structure, utility relocation, and the need to maintain two lanes of traffic on Coit Road during construction, some vegetation will be affected. Addressing visual/aesthetics, **Section 4.7** of the **FEIS/ROD** and Mitigation Measure **COR-5** commits DART to preserving existing vegetation to the greatest extent possible. Addressing vegetation, **Section 4.17** of the **FEIS/ROD** commits that tree removal will be done in accordance with city ordinances.

As stated in **Section 4.7.1** of the **FEIS/ROD**, “The area around Coit Road is primarily surrounded by multi-family residences and a residential assisted living center. The most visible change in this area will be raising Coit Road as a bridge over the existing rail. Visual impacts are not expected to be significant given the length and low profile of the bridge along with existing trees along Coit Road that will screen views from adjacent uses. New residential development east of Coit Road is set back from the roadway and separated by retention ponds and will not be affected.”

The Coit Road Design Evolution further lowers the profile of Coit Road and maintains or mitigates impacts to vegetation that provides a buffer for views from residential development. DART will continue to preserve vegetation to the greatest extent possible and will adhere to the Dallas Tree Ordinance. The following summarizes the changes in vegetation and visual impacts associated with each of the four quadrants at this rail roadway crossing. Note that three quadrants are residential land uses, and one is commercial (Amusement Park).

- **Southwest Quadrant:** Several trees within the Coit Road right-of-way will be removed adjacent to the Adventure Landing Amusement Park, which is a commercial property. In compliance with the City of Dallas tree ordinance, the City has instructed DART/Design-Build Contractor to pay \$60,000 into the city fund to compensate for this tree removal. Any trees impacted within Adventure Landing property will be coordinated with the property owner and appropriate replacement or compensation will be provided.
- **Northwest Quadrant:** Trees adjacent to Palencia Apartments property are within the apartment complex property. DART is attempting to leave these trees in place. At the very least some trimming of trees will be required. As part of the Palencia driveway relocation some landscaping will also be re-configured. Renderings are being provided to Palencia management for approval. Any trees or landscaping impacted within Palencia property will be coordinated with the property management and appropriate compensation will be provided.
- **Northeast Quadrant:** The DWU access road identified in the 10% Design would have displaced trees, other landscaping, and a decorative fence along the Highland Springs Coit Road frontage. The Coit Road Design Evolution relocated this road and eliminated the need to displace these features.
- **Southeast Quadrant:** There are approximately 14 trees adjacent to the University Place Community that have a potential to be disturbed to accommodate the reconstruction phasing of Coit Road and Sugar Cane Way. DART proposes to replace in kind any displaced or damaged trees.

Except for the Northeast Quadrant, the vegetation impacts associated with Coit Road Design Evolution are the same or similar to the impacts that would have resulted in implementing the 10% Design in the **FEIS/ROD**. The Design Evolution eliminated the vegetation impacts in the Northeast Quadrant.

During a public meeting for the Silver Line, members of the community identified an inconsistency in language in the environmental document addressing visual impact compared to the engineering plans.

- Addressing visual impacts, **Section 4.7.1** (Page 4-28, paragraph 2) of the **FEIS/ROD** states, “Section 3A extends from the Dallas North Tollway to the Dallas and Richardson city limits. The alignment is primarily at grade through this section. Coit Road will be raised by about 13 feet on a new bridge structure and the project alignment will be lowered by about seven feet.”
- The bridge plan shown in **Appendix A.3.C** (Sheet 765) of the **FEIS/ROD** shows a somewhat higher elevation (14 feet) of the Coit Road structure.

During preliminary engineering, DART sought to maintain a 21-foot clearance between the bottom of bridges and the top of rail in non-freight railroad portions for the corridor. A detail of the 10% Design bridge plan shown in **Attachment 1, Exhibit 10**, indicates the top of rail would be located seven feet below existing ground and the bottom of the Coit Road structure would be 14 feet above the existing ground. This provided the desired 21-foot clearance. The language in **Section 4.71** would only allow 20-foot clearance between the bottom of the bridge structure (13 feet above existing grade) and the top of rail (seven feet below existing grade). This indicates that there was a one-foot difference between the language in **Section 4.71** and bridge plan in **Appendix A.3.C**.

Conforming with SA 11 of the Master Interlocal Agreement, the Coit Road Design Evolution will lower the surface profile of Coit Road an additional three feet below preliminary design. The modification will excavate eleven feet below existing grade and establish the top of rail at 8 feet below existing grade, reduce the clearance of Coit Road over the rail from 21 feet to 18.5 feet; slightly reduce the depth of structure, and increase the grade of the Coit Road crossing approaching the rail. As shown in **Attachment 1, Exhibit 6**, the top of rail will now be eight feet below existing grade and the bottom of the Coit Road Bridge structure will be 12.5 feet above existing grade. As such, the Coit Road Design Evolution bridge elevation now more closely conforms with the language in **Section 4.7.1** of the **FEIS/ROD** addressing visual impacts.

Noise: As indicated in **Section 4.14** of the **FEIS/ROD**, 22 moderate noise impacts in the University Place community will be mitigated through the installation of two sections of noise barrier walls totaling 2,350 feet. No noise impacts will result from nearby railroad crossings as Coit Road is grade separated and the Waterview Parkway will be a quiet zone. The Coit Road Design Evolution does not significantly change noise impacts and mitigations identified in the **FEIS/ROD**. However, as part of the ongoing public participation process additional betterment walls adjacent to University Place will also be constructed (See Betterments discussion below). These betterment walls will further reduce noise.

The **FEIS/ROD** did not identify any noise impacts or mitigations associated with elevating Coit Road, as roadway noise is an existing condition and sensitive receptors are sufficiently distant and/or shielded from the roadway. The slight depression of the rail along with the low-profile elevation of the roadway will not significantly affect the existing traffic noise levels. The Coit Road Design Evolution does not significantly alter the **FEIS/ROD** design as it lowers the surface elevation of Coit Road by three feet.

Factors that influence roadway noise include road surface conditions, engine noise, aerodynamics, and speed. Noise of rolling tires driving on pavement is the biggest contributor of roadway noise and noise increases with higher vehicle speeds. As such, several elements of Design Evolution may serve to reduce roadway noise along Coit Road. These include:

- Reduced speed limit from 40 mph to 35 mph.
- New pavement.
- Elimination of the rail crossing panels.
- A 3-foot-tall concrete guard rails will shield roadway noise at the surface
- New traffic signals to north and south of the grade separation will also tend calm traffic thus reducing noise.

Noise impacts in the vicinity of Coit Road will be mitigated by the measures identified in the **FEIS/ROD**. The Coit Road Design Evolution includes additional elements (Betterment Walls, traffic calming, and concrete guard rails) that will further reduce noise levels.

Community Facilities: As discussed in **Section 4.3** of the **FEIS/ROD**, the North Dallas Eruv is a designated area serving the local Jewish community. An Eruv is a symbolic boundary delineated with markers, utility wires and cables on utility poles that encircle the area. A City of Dallas ordinance was passed to symbolically allow the Eruv, and an agreement with Oncor exists to allow markers on utility poles. At the Silver Line, the west side of Coit Road forms the eastern boundary of the Eruv. Lowering the surface profile of Coit Road by three feet will not change how DART is addressing the Eruv. The Coit Road Design Evolution does not change DART's commitment to coordinate with the North Dallas Eruv community to minimize any effects and avoid any disruptions to the Eruv boundary. DART most recently met with the Eruv community on October 26, 2022, and February 6, 2023.

Cotton Belt Regional Trail: The Coit Road Design Evolution does not change the Cotton Belt Regional Trail or its access; however, the trail design has now advanced beyond the conceptual stage. At Coit Road, the trail will be located on the north side of the rail within the Cotton Belt right-of-way. The trail will be at existing grade adjacent to the depressed rail line extending under Coit Road. The sidewalks along Coit Road will be ADA accessible and will generally follow the profile of Coit Road. As shown on **Attachment 1, Exhibit 11**, a new pedestrian walkway, within street right-of-way will connect to the eastern sidewalk of Coit Road about 200 feet north of Cotton Belt Regional Trail and extend south, at-grade, to connect to the at-grade Cotton Belt Trail. Additionally, the trail will feature two connections to the Highland Springs Retirement Community. The location of these two access points is being coordinated with Highland Springs management and the City of Dallas. The access points would feature gates in the existing fence

which likely require an access card or some other method to provide trail access for Highland Springs residents and maintain security for the senior community

Construction Impacts: As shown in **Attachment 1, Exhibit 3** and **Exhibit 4**, the Coit Road Design Evolution significantly reduces the extent of roadway and driveway reconstruction. Specific roadway reconstruction benefits include:

- Reducing the extent of full Coit Road reconstruction from 1850 to 1477 feet.
- Reducing the extent of Sugar Cane Way reconstruction from 650 feet to 175 feet.
- Eliminating all reconstruction of Osage Plaza Parkway.
- Eliminating all reconstruction of Sunflower Drive/Acoma Lane and related property and access impacts.
- Reducing the extent of Adventure Landing driveway reconstruction from 375 to 140 feet.
- Shifting the Coit Road driveway to Palencia Apartments approximately 100 feet to the north. This maintains access from two separate streets and minimizes the parking lot reconstruction and potential displacement of a parking garage.
- Eliminating the construction of a new driveway parallel to Coit Road to the DWU facility. A new driveway will be constructed from the Highland Springs retirement community on the east. This also eliminates the removal of landscaping and a decorative fencing of the complex.

During reconstruction of the Coit Road Crossing, DART will establish a 16-inch temporary water line bypass along the western side of Coit Road. At the end of the crossing reconstruction, the temporary water line will be replaced with a permanent water line within Coit Road right-of-way. The permanent water line will be connected to existing lines at Frankford Road, to the north and Alocasia Drive, to the south. The connections will be located per the direction of DWU and may temporarily a traffic disrupt a lane of traffic along Coit Road between McCallum Boulevard and Alocasia Drive. Additionally, a lane of Frankford Road extending 500 feet to the east may be temporarily disrupted. The additional work within in Coit Road and Frankford Road will be incorporated into the overall construction traffic control plan for the Coit Road crossing reconstruction. The goal will be to limit impact on traffic to the greatest extent possible. Once the permanent connections are established, disturbed portions of roadways will be restored. The temporary water line will also be removed.

All construction mitigation measures identified in **Section 4.21** of the **FEIS/ROD** will apply to the Coit Road Design Evolution construction. Mitigation Measure No. **COR-27** commits DART to minimize impacts to traffic during construction. DART is working with the City of Dallas to implement a construction traffic plan for Coit Road and all other Dallas roadways crossing the Silver Line with a goal of maintaining traffic flow to greatest extent possible. Additional construction commitments specific to Coit Road include:

- DART has committed to maintaining two lanes in each direction on Coit Road during construction.
- Full closure of the Sugar Cane Way/Coit Road intersection will be limited to a maximum of ten days.
- DART will install a temporary traffic signal at Osage Plaza Parkway during construction. After construction, DART will install a permanent traffic signal.
- DART will install a temporary traffic signal at Sugar Cane Way during construction. After construction, DART will install a permanent traffic signal.
- DART will install a temporary traffic signal at Alocasia Drive. After construction, the City will install a permanent traffic signal.
- Driveway relocation/reconstruction will be coordinated with the individual property owners.

Betterments: The **FEIS/ROD** and subsequent Memoranda to File are a federal document that are only intended to address environmental impacts and associated mitigation. All environmental impacts have been addressed in accordance with the National Environmental Policy Act of 1969 (NEPA). Per DART policy, betterments are items above and beyond standard environmental mitigation measures. As part of the Silver Line Betterments Policy, Betterment Walls will be installed adjacent to Palencia Apartments west of Coit Road and adjacent to Highland Springs Senior Living Community east of Coit Road. Through ongoing coordination and in collaboration with the North Central Texas Council of Governments (NCTCOG) DART has agreed to install additional betterment walls adjacent to the University Place community. These walls will fill in a gap between Noise Walls and extend beyond the developed residential area to the east. Betterment Walls will be the same height and material as the Noise Barrier Walls.

Phase H Coit Road Design Evolution Environmental Evaluation Summary:

As established in the **FEIS/ROD**, a grade separation of Coit Road at the Silver Line is required to mitigate traffic on Coit Road. Conforming with SA 11 of the Master ILA, the Coit Road Design Evolution maintains this grade separation but lowers the surface elevation of Coit Road by three feet compared to the **FEIS/ROD** 10% Design. Modifications associated with this design generally represent an improvement to the original design. Changes to environmental impacts and mitigations noted in this Memorandum to File include:

- City requested traffic mitigations include new Coit Road traffic signals at Osage Plaza Parkway, Candy Cane Way, and Alocasia Drive (by others) plus a reduced Coit Road speed limit.
- Coit Road/Candy Cane Way intersection will include accessible marked pedestrian crosswalks at all four corners.
- DART will facilitate the City of Dallas acquiring an easement from Highland Springs for a new access driveway through the retirement community
- The Design Evolution requires the acquisition of a 450 square feet (0.010 acre) drainage easement.
- Any trees removed from City right-of-way will be subject to the Dallas Tree Ordinance.

- Trees or landscaping impacted within private property will be coordinated with the property management and appropriate compensation or replacement will be provided.
- Concrete guard rails along with traffic calming (traffic signals, speed reduction) along Coit Road will tend to reduce existing roadway noise.
- A new pedestrian walkway will connect the Coit Road sidewalk to the Cotton Belt Regional Trail.
- Roadway and driveway reconstruction is significantly reduced. Modifications to three driveways reduces related impacts.
- DART with the City of Dallas will implement a construction traffic plan for Coit Road and all other Dallas roadways crossing the Silver Line with a goal of maintaining traffic flow to greatest extent possible.
- Two lanes in each direction on Coit Road will be maintained during construction.
- Full closure of the Sugar Cane Way/Coit Road intersection will be limited to a maximum of ten days.
- Temporary traffic signals will be installed to facilitate access and traffic flow during construction.
- All construction mitigation measures that apply to the project in general will apply to project change.

Conclusion

The project design changes associated with the Coit Road Design Evolution were made with the cooperation of, and in coordination with, the City of Dallas. The Design Evolution is in conformance with SA 11 of the Master ILA with the City of Dallas.

The project modifications reduce or eliminate several impacts identified in the **FEIS/ROD**. These changes also eliminate undocumented access and property impacts. The acquisition of a permanent drainage easement and temporary utility easement is an additional change. These changes would not result in significant environmental impact.

Public Participation

The Draft Environmental Impact Statement for the project was made available to the public in April 2018 and public hearings for the environmental documentation were held on May 14, 15, and 16, 2018. DART also held a public hearing for the Silver Line alignment, grade separations and stations on March 27, 2018. The DART Board of Directors passed a Service Plan Amendment for the project on August 28, 2018. These actions established the grade separation of Coit Road at the Silver Line with the rail slightly depressed, and Coit Road elevated over the rail line. The FTA issued a Record of Decision for the Project on November 8, 2018, and the **FEIS/ROD** was made available to the public.

DART continues outreach to potentially affected residents. DART briefly discussed the Coit Road Design Evolution at the August 4, 2022 Biannual Community Meeting. After receipt of the

November 14, 2022, Dallas City Manager letter indicating conformance with SA 11 of the Master ILA, additional North Dallas Community meetings were held that discussed the Coit Road Design Evolution.

This Draft Coit Road Design Evolution Memorandum to File is being posted on the Silver Line website (www.DART.org/Silverline) to receive comment on the project changes. Members of the public are encouraged to review the document and provide comments on the Silver Line email address (Silverline@dart.org). Please identify “Memo to File” as the subject.

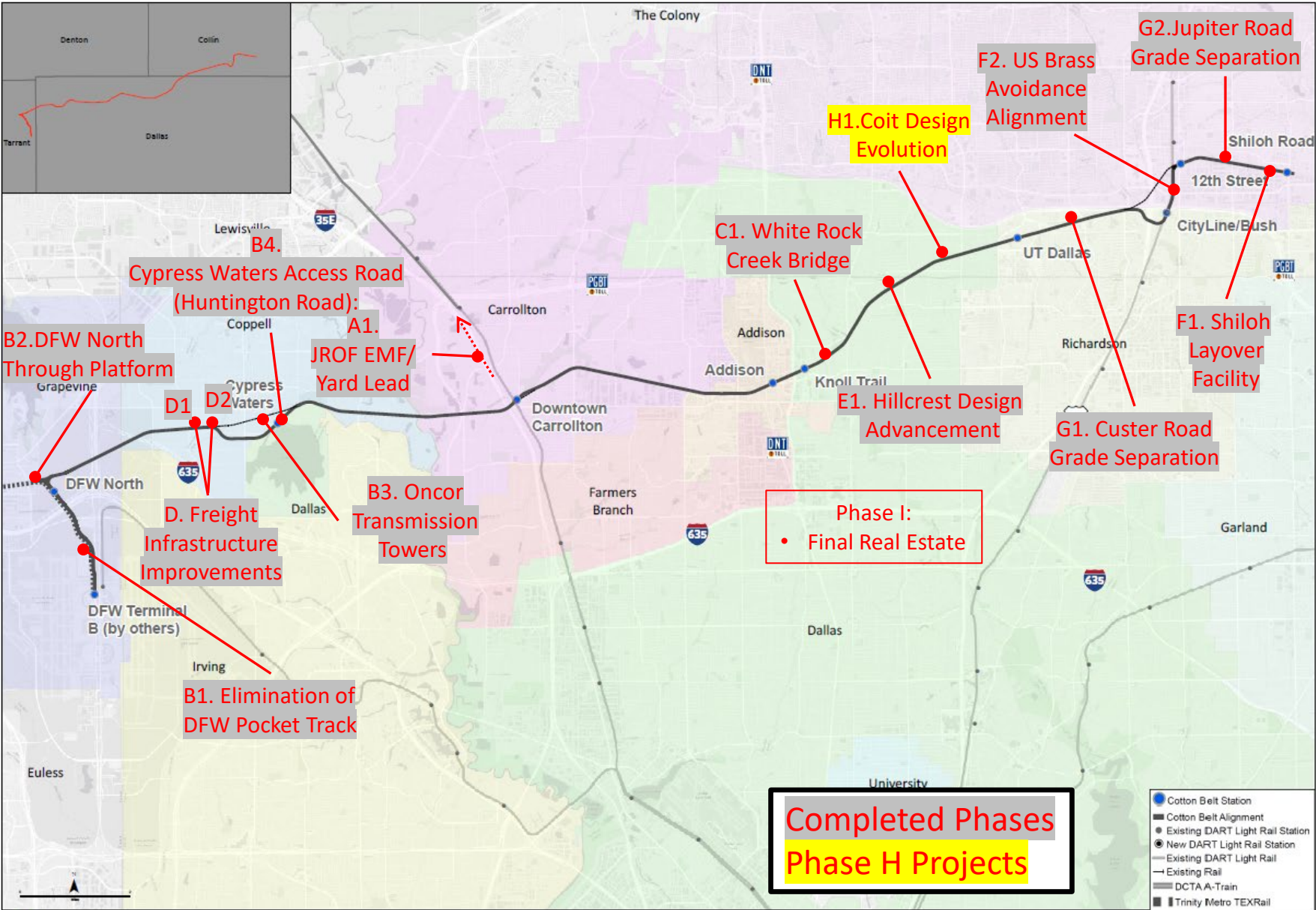
DART is advancing The Coit Road Design Evolution that includes establishing the top of rail at eight feet below existing grade, reducing the clearance of Coit Road over the rail from 21 feet to 18.5 feet; reducing the depth of structure, and increasing the grade of the Coit Road crossing over the rail. This lowers the roadway surface profile of Coit Road by three feet compared to the **FEIS/ROD**. Comments should focus only on the project changes identified in the Memorandum to File and environmental impacts associate with these changes from the previously approved **FEIS/ROD**.

- Comments should only address the Coit Road crossing and the immediate vicinity of Coit Road influenced by the Coit Road Design Evolution.

Dallas Area Rapid Transit
Cotton Belt (Silver Line)
Environmental Documentation

Phase H Memorandum to File
Coit Road Design Evolution

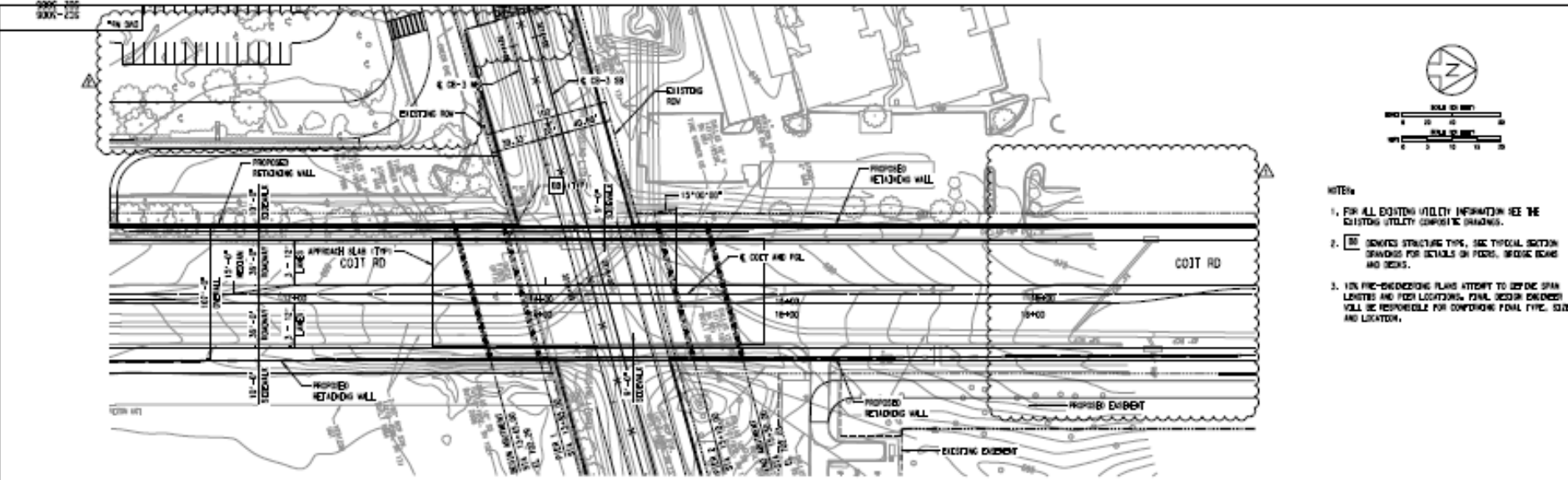
Attachment 1
Exhibits



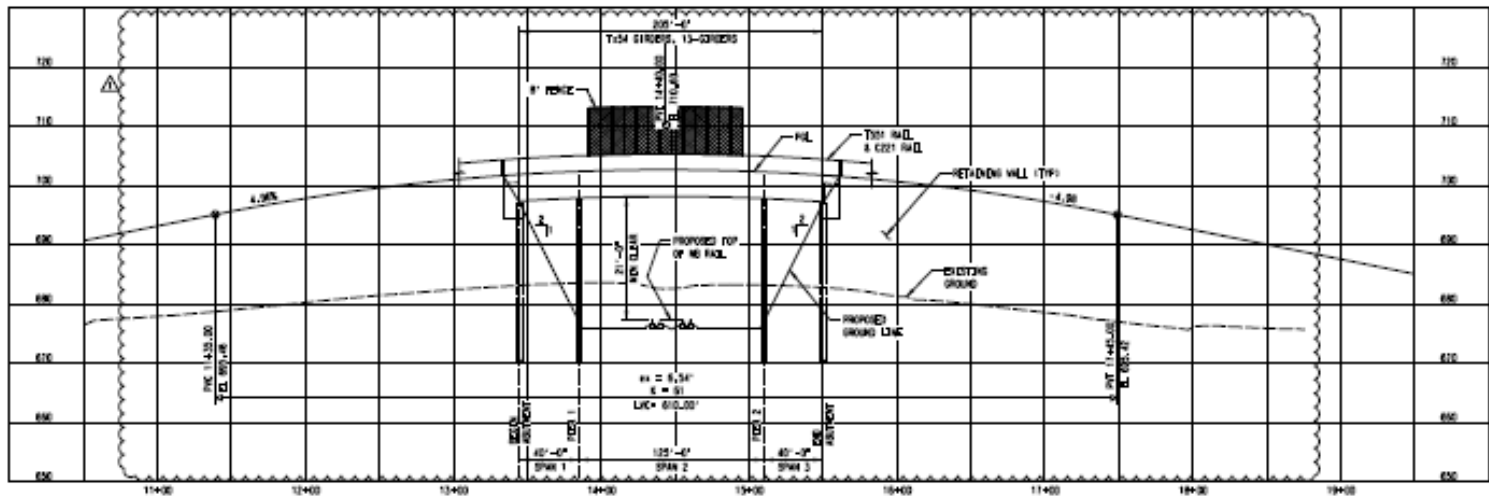
Cotton Belt Corridor (Silver Line) Regional Rail Project: Changes



Coit Road Plan/Elevation: Silver Line DART 10% Design



- NOTES
- FOR ALL EXISTING UTILITY INFORMATION SEE THE EXISTING UTILITY GEOMETRIC DRAWING.
 - INDICATED STRUCTURE TYPES, SEE TYPICAL SECTION DRAWINGS FOR DETAILS ON PILES, BEAMS, BARS AND DECK.
 - FOR PRE-DIMENSIONING PLANS ATTEMPT TO USE THE SPAN LENGTHS AND PILE LOCATIONS. FINAL DESIGN ENGINEER WILL BE RESPONSIBLE FOR CONFIRMING FINAL TYPE, SIZE AND LOCATION.



NOT AN APPROVED DRAWING
PRELIMINARY 10% DESIGN

CONTRACT SHEET No. 765 OF 873

COTTON BELT REGIONAL RAIL SYSTEM
LINE SECTION CB-3
BRIDGE CB3-6 COIT ROAD
STRUCTURE
PLAN AND ELEVATION
SHEET 1 OF 1

NO.	REV.	DATE	DESCRIPTION
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IN-PROGRESS
REVIEW
FOR THE PURPOSE OF RECORD SHEET USE
CONSULT THE ORIGINAL DRAWING
OR REVISIONS
BY ARCHITECT, PE
FOR FINAL USE. THIS
IS NOT TO BE USED FOR CONSTRUCTION
PURPOSES, OR ANY OTHER PURPOSES.



DESIGNED BY	J. M. SMITH
CHECKED BY	K. SMITH
DATE	11/11/11
SCALE	AS SHOWN
PROJECT NO.	11-11-11
DATE	11/11/11

CONTRACT	NO. 765	OF 873
DWG NO.	SC2-3006	REV

Silver Line at Coit Road DART 10% Design

- A. Coit Road reconstruction (1850');
- B. Osage Plaza Parkway reconstruction (275');
- C. Sugar Cane Way reconstruction (650');
- D. Sunflower Drive/Acoma Lane reconstruction (350');
- E. Palencia Apartment driveway from Coit permanently closed;
- F. New Palencia Apartment driveway/ reconfigured parking (may displace garage);
- G. Relocated driveway to DWU on acquired Highland Springs property;
- H. Adventure Landing Driveway reconstruction (375);
- I. Removal of Highland Springs decorative fence and landscaping;
- J. Undocumented access and property impacts.



Silver Line at Coit Road

Design Evolution

- A. Coit Road reduced reconstruction (1477');
- B. Eliminates reconstruction of Osage Plaza Parkway;
- C. Only reconstructs Sugar Cane Way entrance
- D. Eliminates any reconstruction of Sunflower Drive/Acoma Lane;
- E. Shifts Palencia Apartment driveway entrance 100 feet north;
- F. Eliminates need for new driveway from Osage Plaza Parkway; No impact to Garage;
- G. Relocated driveway to DWU; Use acquired from Highland Springs;
- H. Minimizes reconstruction of Adventure Landing Driveway;
- I. Maintains Highland Springs decorative fence and landscaping;
- J. Eliminates undocumented access and property impacts.



Silver Line at Coit Road Design Evolution

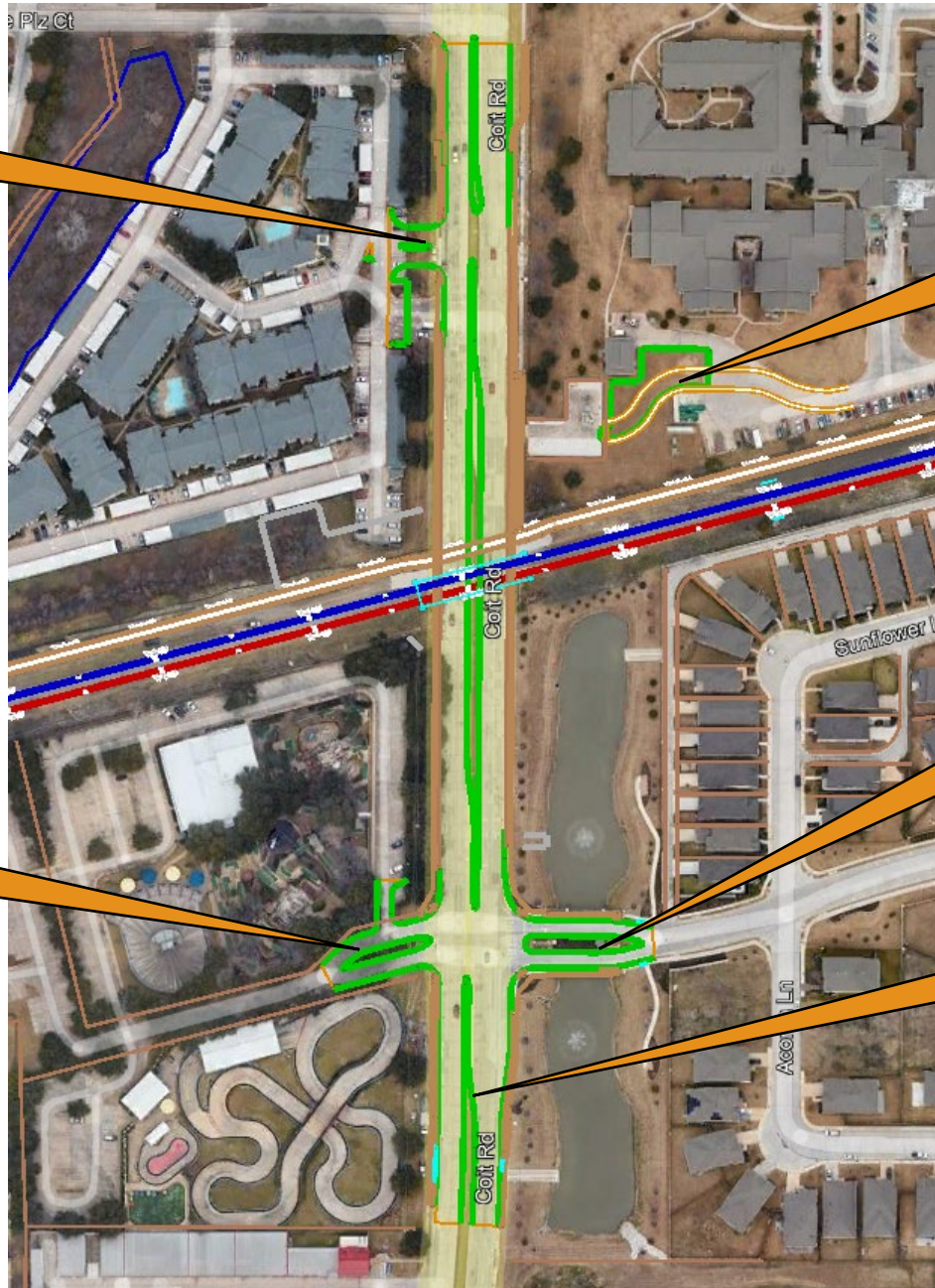
Palencia Driveway Relocation

DWU Driveway Relocation

Adventure Landing Driveway Reconstruction

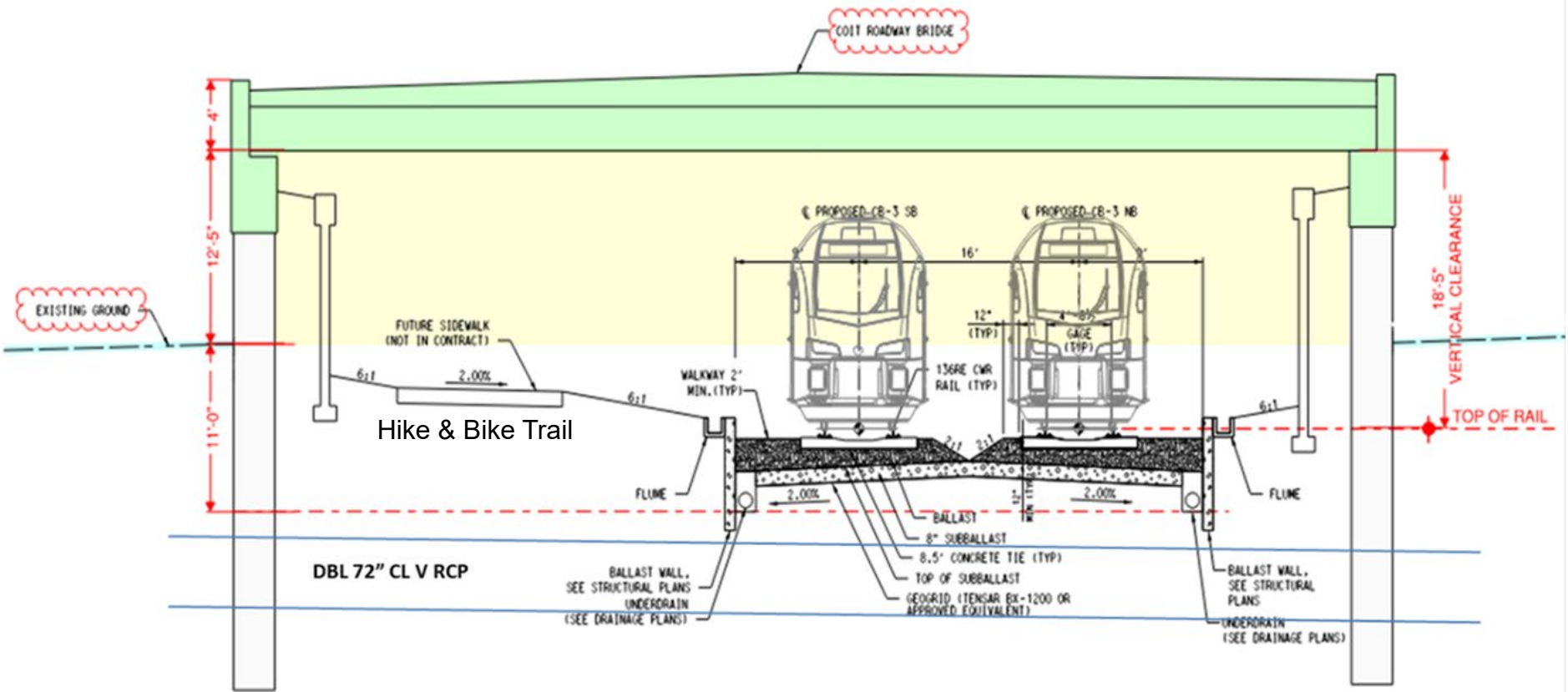
Sugar Cane Way Reconstruction

Coit Road Reconstruction

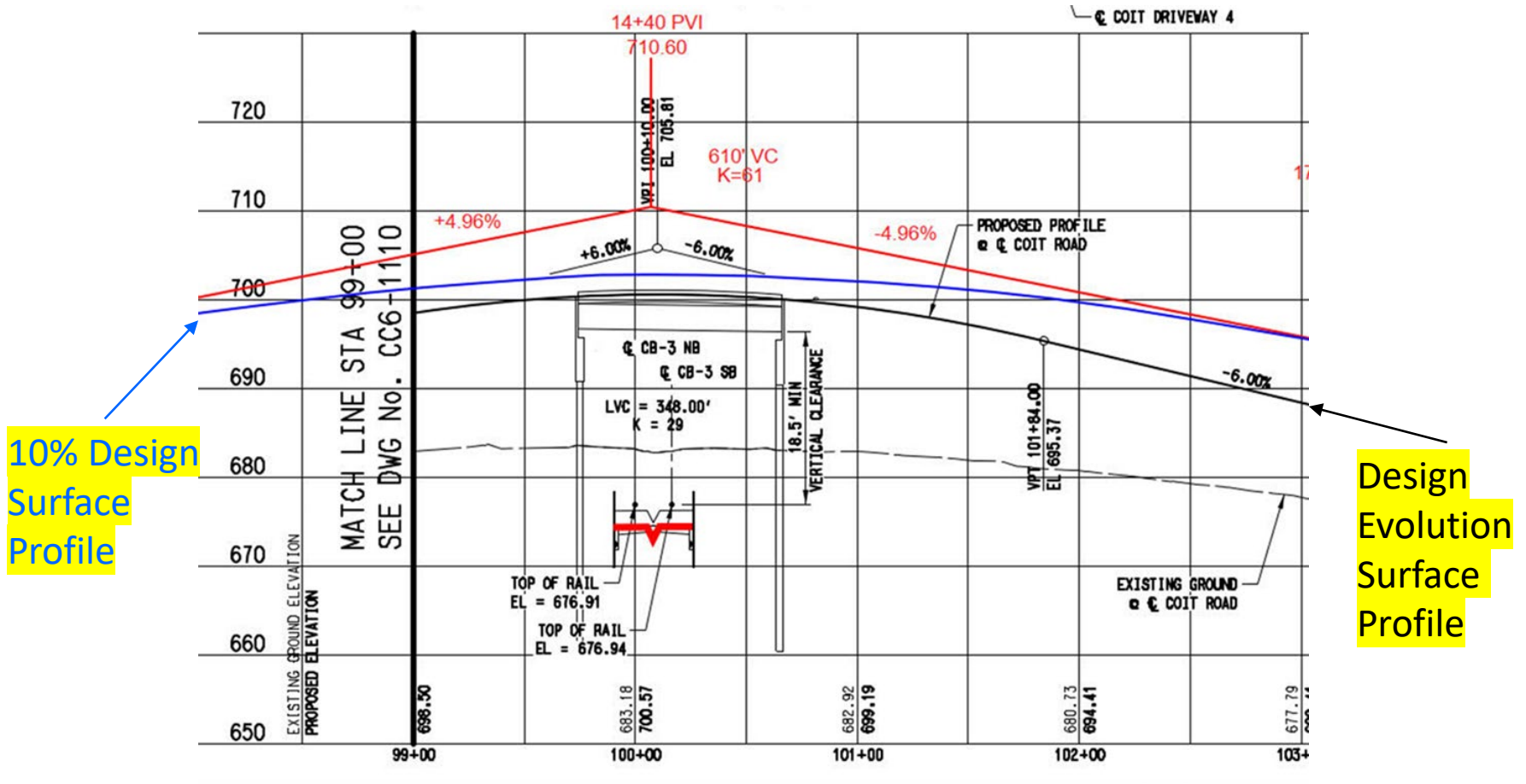


Coit Road Design Evolution

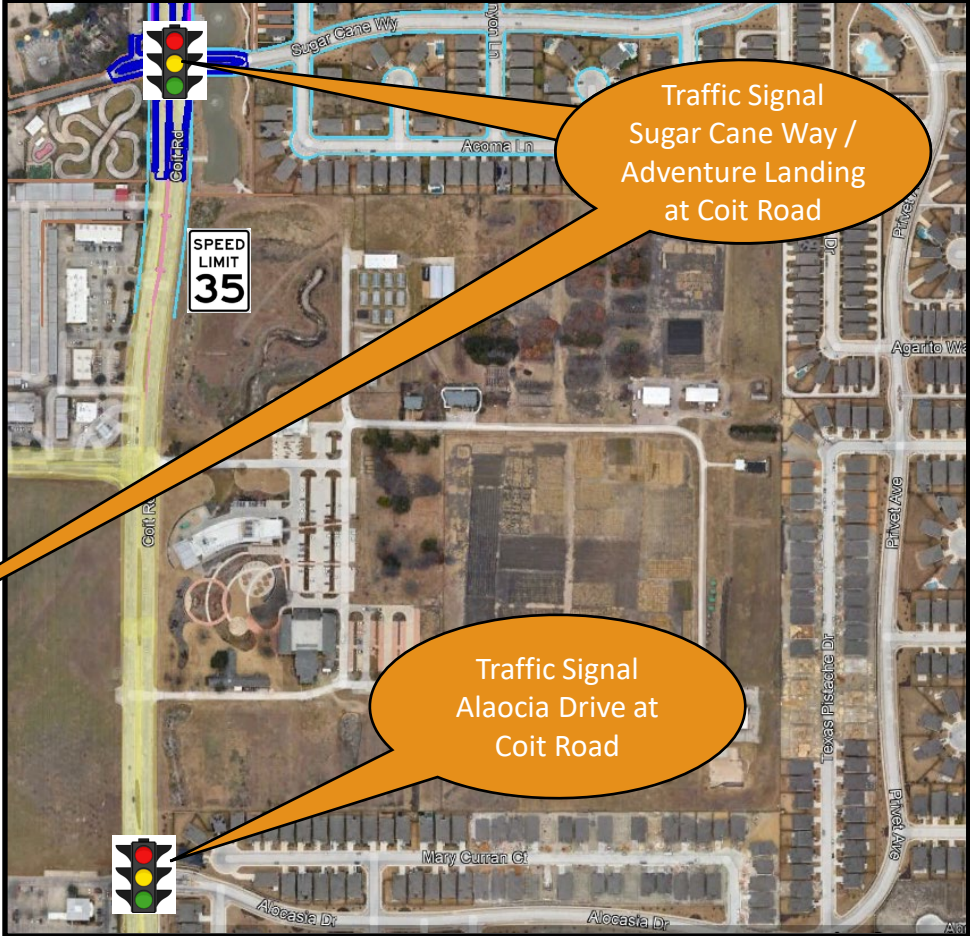
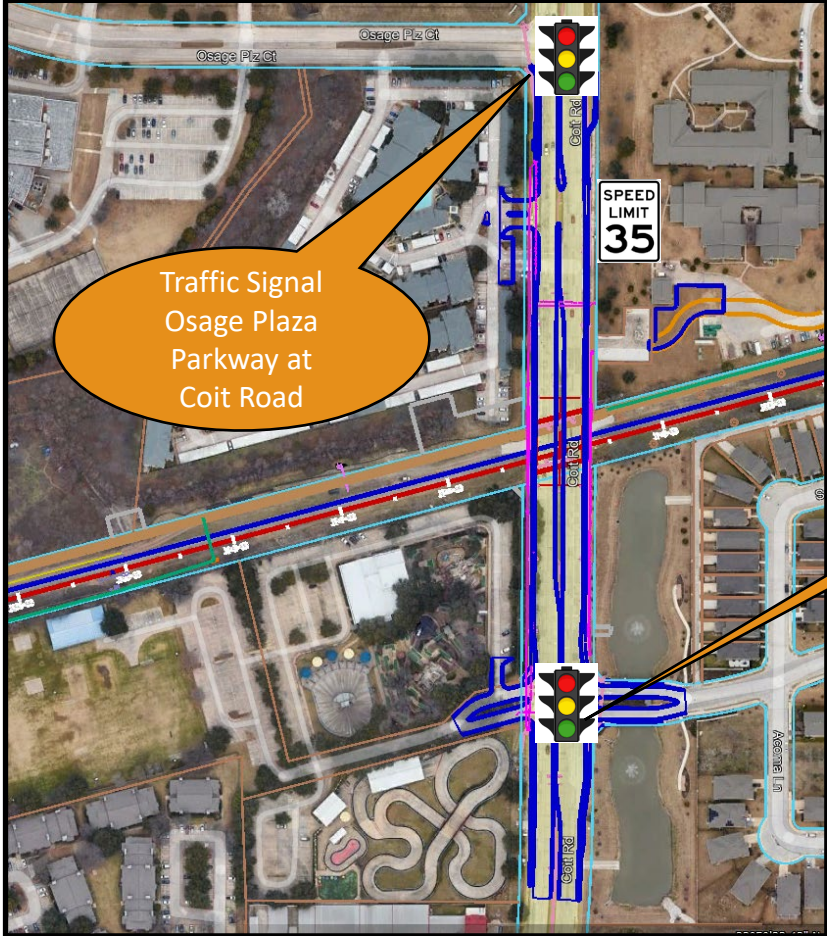
Silver Line Cross-section



Coit Road at Silver Line Design Evolution Surface Profile



Coit Road: City of Dallas Recommended Traffic Mitigation

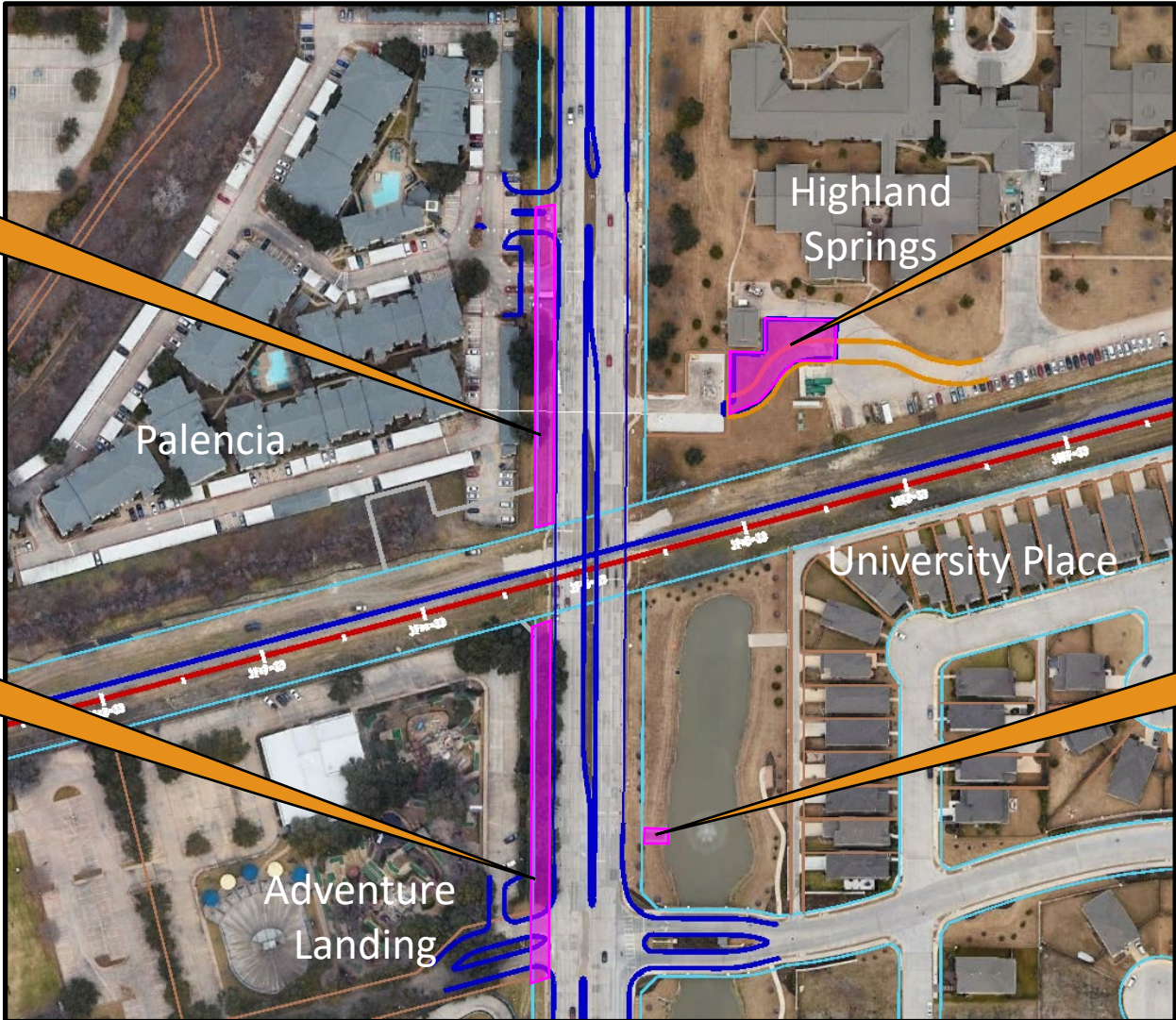


Traffic Signal
Osage Plaza
Parkway at
Coit Road

Traffic Signal
Sugar Cane Way /
Adventure Landing
at Coit Road

Traffic Signal
Alaoacia Drive at
Coit Road

Coit Road Design Evolution Property Impacts



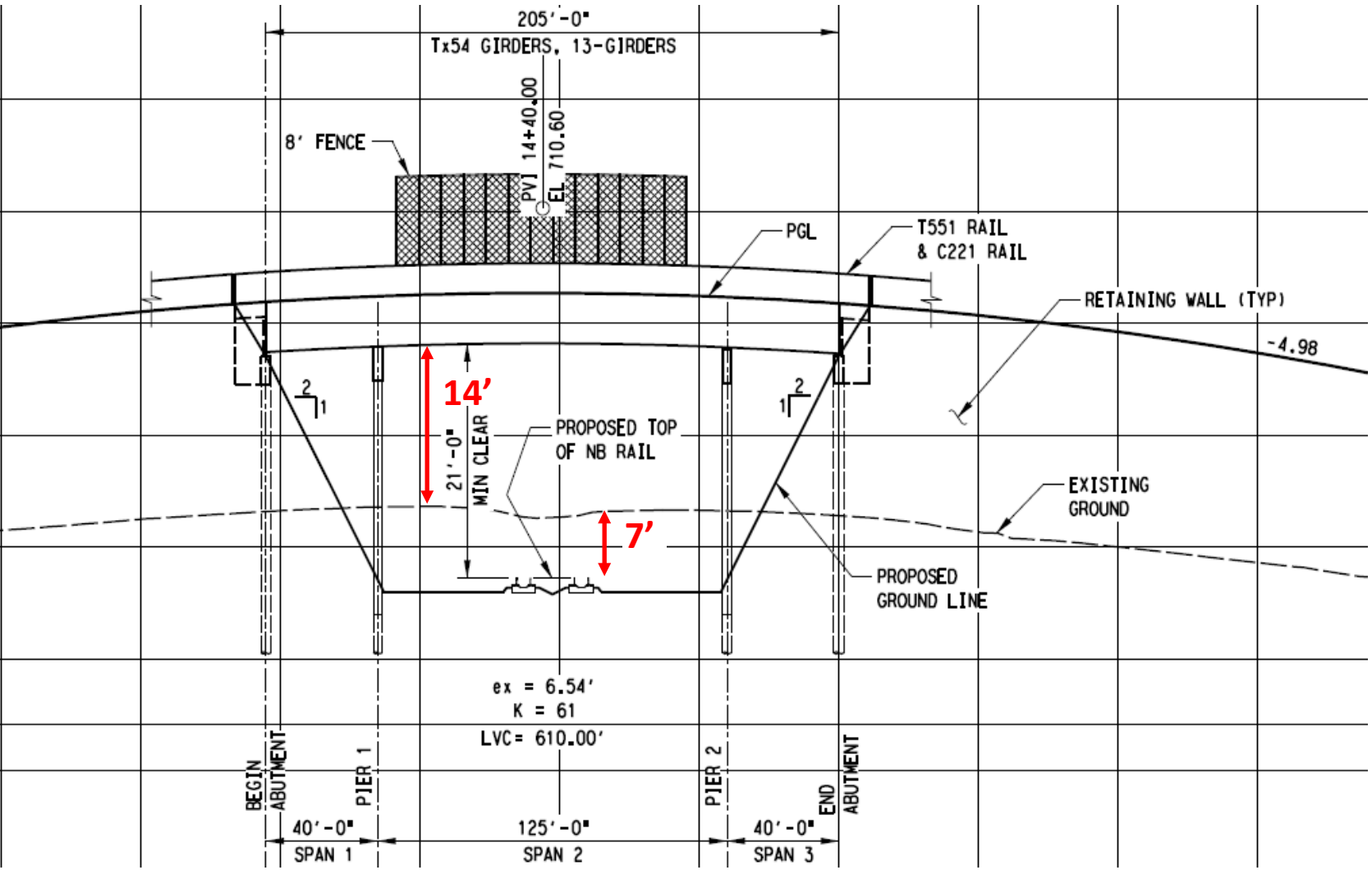
Temporary Use of AT&T Easement

New DWU Driveway Easement

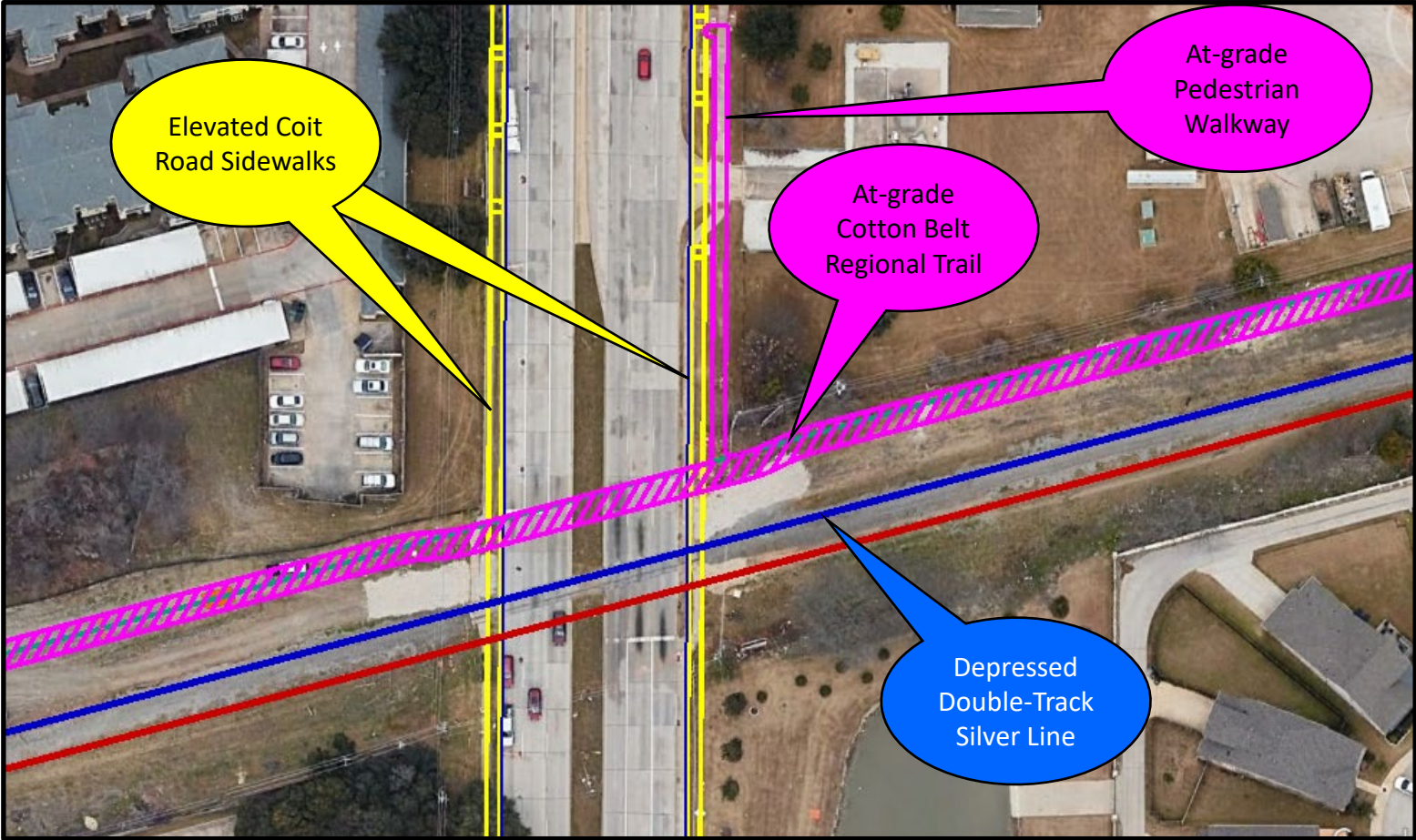
Temporary Use of AT&T Easement

New Drainage Easement

Coit Road Plan/Elevation: Silver Line DART 10% Design



Cotton Belt Regional Trail At Coit Road



Dallas Area Rapid Transit
Cotton Belt (Silver Line)

Environmental Documentation
Phase H Memorandum to File
Coit Road Design Evolution

Attachment 2
SA 11 Master ILA

SUPPLEMENTAL AGREEMENT No. 11
TO THE MASTER INTERLOCAL AGREEMENT
Between
DALLAS AREA RAPID TRANSIT
And
THE CITY OF DALLAS

SILVER LINE DESIGN AND CONSTRUCTION

This SUPPLEMENTAL AGREEMENT No. 11 to the MASTER INTERLOCAL AGREEMENT dated February 28, 1990, approved by Dallas City Council Resolution No. 90-0810 and DART Board Resolution No. 90-0036, as amended (the "Agreement"), is made and 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 the CITY OF DALLAS (the "CITY"), a Texas home rule municipality (each a "Party" or collectively the "Parties") acting by and through their authorized representatives, and shall be effective on the date the last Party executes this Agreement.

RECITALS

WHEREAS, on August 13, 1983, DART was created as a regional transportation Authority for the purpose of providing public transportation and general transportation services within the DART service area; and

WHEREAS, pursuant to City Council Resolution 89-3272 adopted October 11, 1989, approval of DART's System Plan as adopted by the DART Board June 27, 1989, and revised July 1989; and

WHEREAS, the City recognizes that the transportation of the city's population, reduction of traffic congestion and other purposes as stated in Texas Transportation Code, Chapter 452, are in fact public essential purposes and for the benefit of its citizens; and

WHEREAS, pursuant to DART's enabling legislation, DART Board adopted policies, the City Charter, City Ordinances, and City Council adopted policies, the City of Dallas, as one of the municipalities of the DART service area, has a defined review and approval role in (1) the development of a public transportation system within the City, (2) the use of property within the City, and (3) the effect of transportation development on public and private land uses; and

WHEREAS, on March 28, 2018, the city Council adopted Resolution No. 18-0488 (the "Resolution") that provided, among other things, that the City Council would support the Project if DART agreed to enter into an agreement with the City assuring various commitments; and

WHEREAS, on January 22, 2020, the City Council adopted Resolution No. 200202 (the "Resolution") that prohibited freight rail service on an approximately three-mile segment in the northern part of the City of Dallas; and

WHEREAS, DART and the City share a common desire for an effective public transit system to be developed as quickly as possible, recognizing that early and continuous joint involvement in the development process is a necessary step toward that goal; and

WHEREAS, DART and City of Dallas have agreed on a process for the City to use available funding in the form of the Street Repair – Principal Arterial Streets System program for the planning, design, engineering and/or construction of transit-related activities inclusive of quiet zones from the existing interlocal agreement amended on October 8, 2019 (Resolution No. 190126); and

WHEREAS, DART and the City desire to enter into this Agreement to establish a cooperative working relationship and definitize the respective duties and responsibilities of the parties relating to the DART Silver Line Design and Construction project (the “Project”); and

WHEREAS, the Parties are each a “local government” as defined in the Interlocal Cooperation Act, as amended (Chapter 791, Texas Government Code, as amended, or “the Act”), whose governmental functions include the authority to provide for public transportation within their respective jurisdictions; and

WHEREAS, the Parties desire to enter this Agreement pursuant to the Act;

NOW, THEREFORE, for and in consideration of the mutual terms, conditions and covenants contained herein, the City and DART agree as follows:

I.

SCHEDULE/TRAFFIC CONTROL PLANS/WORK HOURS/PERMITS

- 1.0 During the construction phase of the Project, Hillcrest Road will be closed for no more than 25 weeks; provided, however, that in the event of any delay caused by the City of Dallas or Force majeure, the closure period will automatically be extended. All extension requests beyond the 25-week closure period, for circumstances other than caused by the City or Force Majeure, will be submitted in writing to the Dallas City Manager for consideration and approval. “Force Majeure” shall mean an act of nature, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, landslide, explosion, epidemic, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Project or any obligations described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which, by the exercise of due diligence, could not be reasonably prevented or overcome.
- 1.1. In the event the City, DART, and DART’s contractor mutually determine that an extended closure time is warranted, DART and DART’s contractor will provide proper notification to affected City residents at least one week prior to said closure time extension and including dynamic signage.
- 1.2. The City agrees to the concurrent construction activities on Coit Road and Hillcrest Road, but request that no concurrent work will be performed on the intersection of the rail line with Meandering Way or with Davenport Road while Hillcrest Road is fully closed to through traffic. Work on those streets can resume after Hillcrest Road is open to the public.
- 1.3. DART’s Contractor will be responsible for the coordination of signal adjustments required by the traffic control plan associated with the construction of the Project. The City will generate a cost estimate for reasonable services based on the approved traffic control plan and associated detour plans and will invoice DART’s Contractor.

DART’s Responsibilities:

- 1.4. DART has provided a Critical Path Method (“CPM”) schedule and Traffic Control Plan (comprehensive near term and high-level longer-term traffic control plan, as previously agreed to) in January 2020, and DART will provide an updated CPM and Traffic Control Plan. Changes to both documents will be provided to the City Manager’s Office (“CMO”) within ten (10) business days of approval by DART.

CITY’S Responsibilities:

- 1.5. The City will approve and grant permits to DART’s Contractor in an expedited manner perform early construction packages as is customary with the design-build delivery method.
- 1.6. For the duration of the portion of Project work occurring within the corporate limits of the City, the City will allow Project work to occur during the hours of 7:00 a.m. to 9:00 p.m. on weekdays, and 9:00 a.m. to 7:00 p.m. on weekends.
- 1.7. The City will allow DART’s Project contractor(s) to close lanes for utility relocations.
- 1.8. During the 25-week full closure of Hillcrest Road and any extensions permitted by the terms of this Agreement, the City will allow the closure of one lane in each direction on Coit Road.
- 1.9. The cost for signal adjustments for improvements to the City’s traffic signal systems that are post completion of construction of the portion on the Project located within the City will be the responsibility of the City.

II.
SUBMITTALS

DART’s Responsibilities:

- 2.0 DART will provide or cause its Project contractor(s) to provide all submittals in writing to the CMO for distribution and review. Technical discussions and responses will be provided by the CMO in coordination with the City’s Transportation Department. The CMO will submit all responses and comments in writing to, DART’s Executive Vice President, Growth/Regional Development.
- 2.1. DART will provide the City 30% design plans only for Hillcrest and Coit Road.
- 2.2. DART will provide the City with 60%, and 100% Project design submittals. DART’s contractor(s)’ 60% design package will include a design report that addresses approach and assumptions.

CITY’S Responsibilities:

- 2.3. For the 30% Project design plans, the City will provide written comments within five (5) business days from the date received. Comments submitted after the five (5) business days shall not delay the design progression which will continue without penalty to DART and/or its contractor; provided, however, no delay shall relieve DART of its responsibility for the performance of its obligations under this Agreement.

- 2.4. For the 60% and 100% Project design plans, the City will provide written comments within ten (10) business days from the date received. Comments submitted after ten (10) business days will not delay the progression of design, or construction, which will continue without penalty to DART or its contractor; provided, however, no delay shall relieve DART of its responsibility for the performance of its obligations under this Agreement.

III.

HILLCREST ROAD

DART's Responsibilities:

- 3.0 DART will be fully responsible for the design and construction of the storm water lift/pump station including type of equipment and needed access (collectively, "lift/pump station"). DART will dedicate the lift/pump station to the City of Dallas pursuant to the terms of this Agreement. Location of the lift/pump station will be by mutual agreement of the City and DART. DART will submit design specifications and construction plans of the lift/pump station, including design specifications and equipment, to the CMO for review and approval in advance of construction of the lift/pump station. Should access to the lift/pump station be from DART's ROW, DART will grant to the City, at no cost to the City, access and right of ingress and egress, subject to reasonable advanced coordination with DART as stipulated in the master Interlocal Agreement, as amended.
- 3.1. DART will provide the City with final plans and as-builts for maintenance purposes specifically, hard-copy paper, record drawings, MicroStation and pdf formats, as is appropriate and standard in the industry.
- 3.2. DART will be responsible for acquisition of the real estate needed for the lift/pump station and acquisition of drainage easements; however, the City of Dallas will support DART in those acquisitions. State law requires DART to get City Council approval of each proposed eminent domain acquisition that is located in the City (See Section 452.058(c)(1), Texas Transportation Code). Therefore, support of acquisition efforts for project purposes and their impact to adjacent properties will have to be presented before the full City Council for their approval. DART acknowledges and agrees that the City's support of DART in acquiring needed real estate for the lift/pump station and drainage easements is limited to a cooperative working relationship between DART and the City in the expeditious development and implementation of an integrated rail transit system within the City of Dallas as permitted in accordance with Dallas City Charter, the City code, City and CMO policies, and all applicable laws. Such support is not a representation, indication, or covenant by the City that the City Council will approve any property acquisition.
- 3.3. DART will widen the dance studio (located at 17404 Hillcrest Rd., Dallas, TX 75252) driveway on McCallum Boulevard as mitigation for closing the driveway on Hillcrest Road.
- 3.4. DART will provide sidewalks on both sides of McCallum Boulevard within the limits of reconstruction of Hillcrest Road and McCallum.
- 3.5. DART will provide an 8-foot-wide raised sidewalk on the west side of Hillcrest Road that is vertically separated from traffic lanes and in compliance with Americans with Disabilities Act, as amended ("ADA") standards and requirements. A High-Intensity Activated Crosswalk ("**HAWK**") signal will be installed at the intersection of Hillcrest Road and Wester Way and a full traffic signal will be installed at the intersection of Hillcrest Road and McKamy Boulevard.

- 3.6. Track grade at Hillcrest Road will remain per the evolution of 10% Project design in compliance with the Project FEIS. Final top of rail elevation for the Project will be constructed at or below the existing top of rail.
- 3.7. The design speed for the Hillcrest Road segment intersecting the Project will be 30 mph. The City will work with DART to effectuate the proper posted speed limit on Hillcrest Rd. in accordance with applicable local, state, and federal statutes.

CITY's Responsibilities:

- 3.8. The City will be responsible for maintenance of the storm water lift/pump station upon final completion and acceptance of such facilities by the City.

**IV.
COIT ROAD**

DART's Responsibilities:

- 4.0 DART will design and install a traffic signal at Sugar Cane Way and Coit Road, in accordance with City standards.
- 4.1. DART will construct the evolution of 10% Design in accordance with the FEIS proposing Coit Road reconstructed as an elevated roadway 12 feet above existing grade (3 feet lower than the FEIS) Silver Line track constructed 11 feet below existing grade.
- 4.2. The design speed for Coit Road segment intersecting the Project will be 35 mph.
- 4.3. DART will have the segment of Coit Road affected by the Silver Line project designed and constructed to incorporate accessible sidewalks, in compliance with all applicable Americans with Disabilities Act, as amended ("ADA") standards and requirements.

CITY's Responsibilities:

- 4.4. The City will work with DART to effectuate the proper posted speed limit on Coit Rd. in accordance with applicable local, state, and federal statutes.

**V.
OTHER IMPROVMENTS**

DART's Responsibilities:

- 5.0 DART will create left turn access (curb cut and concrete placement in the median only, nor does it include design and/or construction of left turn lanes, reconfiguration of the street or intersection(s), or modification(s)) into the condominiums to the north and south of Campbell Road.
- 5.1 DART will install a betterment wall approximately 15-foot long on DART ROW along McCallum near Rocky Top Circle between the new tracks and the future City led hike and bike trail. DART will maintain the structural elements of the wall and the wall on the railroad side.

- 52 DART, through its contractor, will install an 8-foot high precast concrete wall along the back of the Ivy Montessori School and Fairhill School properties. DART will maintain the structural integrity of the entire wall and will address and remedy all other maintenance issues that may arise on or relating to DART's side of the wall.

CITY's Responsibilities:

- 53 The City agrees to engage with Ivy Montessori School and Fairhill School regarding the non-structural maintenance of the schools' side of the panel wall.

VI.
CONSTRUCTION

- 6.0 The City, DART, and DART's Project contractor(s) will work diligently to minimize the impact to surrounding neighborhoods.

DART's Responsibilities:

- 6.1. DART's contractor(s) will maintain access, to adjacent properties, businesses, and places of worship for pedestrians and motorist.
- 6.2. DART's contractor(s) will submit requests for inspections using the City's approved fee schedule.
- 6.3. DART's contractor(s) will comply with the National Pollutant Discharge Elimination System (NPDES) requirements.
- 6.4. The City will issue one ROW permit per crossing for all work activities, including all work performed by DART' contractor(s) and their subcontractors at the crossing.

VII.
SPECIAL REQUESTS/TECHNOLOGY AND SAFETY

DART's Responsibilities:

- 7.0 DART, through its contractor, will be responsible for the development of the diagnostic report and documentation, and will design and construct amenities for Quiet Zones, as mitigation for the Project in accordance with FRA requirements.
- 7.1. DART's initial operating plan is based on 30-minute headways; operating 20-minute headways is not currently planned in the 20-year financial plan but could be considered by the DART Board in the future. The operating plan and hours of revenue service are based on passenger demand. Any change to headway will be briefed to the City Council and will require public hearings for a service change authorized by the DART Board.

CITY's Responsibilities:

- 7.2. The City will prepare, process and submit the applications (for Quiet Zones) to the Federal Railroad Administration (FRA).

VIII.
HIKE AND BIKE TRAIL

- 8.0 DART understands the importance of the Veloweb hike and bike trail project (the “Trail”) and that it is an important project for the North Central Texas Council of Governments, City of Dallas, the cities in the DART Service Area, and the North Texas region. To facilitate the inclusion of the trail project and not incur any delays on the Project, DART and the City agree that:

DART’s Responsibilities:

- 8.1. DART will incorporate the Trail design into the next available design progression submittal. The City will provide DART with the proposed Trail location with respect to the Project tracks, and pedestrian crossing at the Hillcrest Road, Coit Road, Campbell Road intersections.
- 8.2. DART will continue to show NCTCOG and the City’s 10% trail design effort in all other areas, within the City except for Hillcrest and Coit road crossings, which will be shown at 100% design. Updated trail design will be reflected on DART plans when funding and design is provided.

CITY’s Responsibilities:

- 8.3. The City will review and process all submittals without delay or penalty to DART or its contractor(s) until this critical information is provided to DART, and a reasonable expectation of incorporation can be included in the then next stage of drawings.
- 8.4. The City will coordinate with NCTCOG and DART on future design and construction in its jurisdiction in conjunction with the Silver Line Project. The City is responsible for outreach activities relating to the Trail Project.

IX.
DISPUTE RESOLUTION

- 9.0 DART and the City will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. The City and DART acknowledge and agree that *time is of the essence* at all levels of resolving issues or disputes. Unresolved issues or disputes will be forwarded to the City’s Director of Transportation or an Assistant Director of Transportation and the DART Vice President of Capital Design and Construction or their equivalent for consideration and disposition. If an issue or dispute cannot be resolved, it will be elevated to the City Assistant Manager and the DART Executive Vice President of Growth/Regional Development or their equivalent for consideration and disposition. If an issue or dispute still cannot be resolved, it will be elevated to the City Manager and the DART President/Executive Director as the final arbiters of the issue or dispute in accordance with the powers and authorities vested in them, unless City Council or DART Board determination is required or requested.

X.**APPLICABLE DESIGN AND CONSTRUCTION STANDARD**

10.0 Comply with current applicable federal, state, and local standards.

XI.**COMMUNITY OUTREACH**

11.0 For the community outreach, each party to this ILA will support the other party in its outreach efforts. DART will be responsible for the outreach activities on the Silver Line Project, and the City will be responsible for the outreach activities on the Trail Project.

XII.**LIABILITY**

12.0 To the extent permitted by law, DART and City agree that each party is responsible for its individual negligent acts and deeds as well as the negligent acts and deeds of their respective contractors, employees, representatives, and agents. The provisions of this Section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section shall survive termination of this Agreement. There shall be no third-party beneficiaries to this Agreement.

XIII.**NOTICES**

13.0 Any notice required or permitted to be given by any Party to another shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, in postage paid envelope addressed to the Party at the Party's address as set out below:

DART: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202
Attention: President/Executive Director

With a copy to: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202
Attention: General Counsel

City of Dallas: Department of Transportation
1500 Marilla Street, L1BS
Dallas, Texas 75201
Attention: Director of Transportation

With a copy to: City of Dallas
City Attorney's Office
1500 Marilla, 7DN
Dallas, Texas 75201
Attention: City Attorney

The above notice information may be modified by giving written notice of such change to the other Party in accordance with the notice requirements above without requiring as amendment to this Agreement.

XIV.
ENTIRE AGREEMENT

- 14.0 All other terms, provisions, conditions, and obligations of the Agreement between City and DART shall remain in full force and effect, and said Agreement and this Supplemental Agreement No. 11 shall be construed together as a single contractual agreement. This Agreement embodies the entire agreement of the Parties relating solely to the prohibition of freight service along the section of the Project alignment located in the City of Dallas. This Agreement does not supersede, satisfy, or govern any other requirements stated in the Resolution. Other than specifically set forth herein, this Agreement may be modified, amended, or terminated only in writing, signed by both Parties.

XV.
CONTRACTUAL RELATIONSHIP

- 15.0 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature between independent parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Nor shall either Party be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

XVI.
ASSIGNMENT

- 16.0 No Party may assign this Agreement in whole or in part, without first obtaining the written consent of the other Party, which may be withheld for any reason.

XVII.
NO WAIVER

- 17.0 No Party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then only to be extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

XVIII.
CAPTIONS

- 18.0 The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

XIX.
NUMBER AND GENDER

- 19.0 Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

XX.
GOVERNING LAW

- 20.0 This Agreement shall be construed and enforced in accordance with the laws and court decisions of the State of Texas.

XXI.
VENUE

- 21.0 This Agreement shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a state court of competent jurisdiction in Dallas County, Texas.

XXII.
SEVERABILITY AND LEGAL CONSTRUCTION

- 22.0 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as nearly as possible the original intent of the Parties.

XXIII.
NONDISCRIMINATION

- 23.0 In its performance of this Agreement, 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, or veteran status.

XXIV.
NO KICKBACKS

- 24.0 Each Party warrants that, to the best of their knowledge and belief, no trustee, officer, employee, or agent of the other Party has been or will be employed, retained or paid a fee, or otherwise has received any personal compensation or consideration in connection with the obtaining, arranging, negotiation or performance of this Agreement.

XXV.
DURATION OF AGREEMENT

- 25.0 The term of this agreement shall commence on the date of its execution and will terminate upon mutual consent of both parties.

XXVI.
DEFAULT

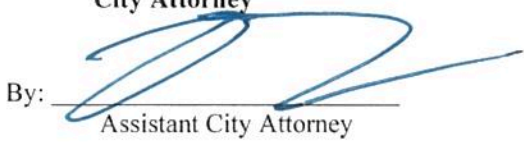
- 26.0 In the event that either party shall deem the other party to have failed to comply with any of the provisions in this agreement and that such party is in default, notice shall be given to the defaulting party specifically setting out the reasons for the belief that such party is in default. In the event that the defaulting party fails to correct such default within thirty (30) days- of such notice, the non-defaulting party may, at its option/ in addition to any other remedies available to the non-defaulting party at law or in equity, terminate the agreement by giving written notice to the defaulting party of such termination.

EXECUTED this, the 9th day of Sept., 2020, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 20-1166, adopted by the Dallas City Council on August 12, 2020, and by DART, signing by and through its undersigned official, duly authorized to execute same by DART Board Resolution No. 200082 approved on August 11, 2020

CITY OF DALLAS
T.C. BROADNAX,
City Manager

By: 
Assistant City Manager

APPROVED AS TO FORM:
CHRISTOPHER J. CASO,
City Attorney

By: 
Assistant City Attorney

DALLAS AREA RAPID TRANSIT

By: 
Gary C. Thomas, President/Executive Director

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit (DART) Authority was created as a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, for the purpose of providing public transportation and general transportation services within the DART service area, which includes the City of Dallas, a Texas home rule municipal corporation, and surrounding regions; and

WHEREAS, on February 28, 1990, City Council authorized a Master Interlocal Agreement between DART and City regarding DART's system and establishing a cooperative and supportive relationship between DART and City by Resolution No. 90-0810; and

WHEREAS, the Master Interlocal Agreement has undergone numerous supplementations and amendments over the years as City and DART have sought to address newly arising circumstances, issues, needs and projects, and to refine and improve the relationship; and

WHEREAS, DART is currently designing and planning the construction and operation of a 26-mile rail line between Dallas Fort Worth International Airport and the City of Plano known as the Cotton Belt Project and referred to as the Silver Line (the "Project"); and

WHEREAS, the Project alignment follows the existing Cotton Belt rail line that passes through the cities of Plano, Richardson, Dallas, Addison, Coppell, and Carrollton; and

WHEREAS, on March 28, 2018, the City Council adopted Resolution No. 18-0488 (the "Resolution") that provided, among other things, that the City Council would support the Project if DART agreed to enter into an agreement with the City assuring various commitments; and

WHEREAS, DART and the City desire to enter into an agreement to establish a cooperative working relationships, respective duties, and responsibilities of the parties relating to the Project.

Now, Therefore,

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

201166

August 12, 2020

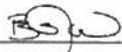
SECTION 1. That the City Manager is hereby authorized to execute a Supplemental Agreement No. 11 to the existing Master Interlocal Agreement between the City of Dallas and DART, approved as to form by the City Attorney, that establish certain obligations, conditions, roles, and responsibilities for the implementation and the long term maintenance associated with the portion of the Project located within the City of Dallas.

SECTION 2. That the Agreement will remain in effect so long as the Master Interlocal Agreement between the City and DART remain in effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

AUG 12 2020



CITY SECRETARY

Dallas Area Rapid Transit
Cotton Belt (Silver Line)

Environmental Documentation
Phase H Memorandum to File
Coit Road Design Evolution

Attachment 3

Dallas City Manager
November 14, 2022 Letter



CITY OF DALLAS

November 14, 2022

Ms. Nadine S. Lee
DART President & Chief Executive Officer
P.O. Box 660163
Dallas, TX 75266

Subject: Basis of Decision/Silver Line Regional Rail Project

Dear Ms. Lee,

I am writing in response to your letter dated October 10, 2022, regarding the Basis of Decision/Silver Line Regional Rail Project. Since receiving your letter, I have worked with my team and the City Attorney's Office to evaluate your requests for concurrence on outstanding items pertaining to Dallas Area Rapid Transit's (DART) Silver Line Regional Rail Project segments within the City of Dallas (City), and my ability to resolve technical issues.

Before getting to your requests, I want to set out my concurrence on a few preliminary items. I concur that when the Supplement Agreement No. 11 (SA 11) was executed, DART and the City contemplated constructing the evolution of 10% Design in accordance with the FEIS for Coit Road.

I also concur that the Master Interlocal Agreement (ILA), Section 2.3 states the following regarding the city manager's authority: City Manager – the chief executive officer appointment by the City Council for the purpose of carrying out policy direction and responsible for the daily operations of the City. The City Manager has final authority for implementation of city policy and technical issues relating to DART.

Additionally, I agree that Supplemental No. 11 sets out the dispute resolution process for the Project, which gives the city manager the authority to resolve disputes, unless city council or DART determination is required or requested. Paragraph No. 9 provides that DART and the City will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. The City and DART acknowledge and agree that time is of the essence at all levels of resolving issues or disputes. Unresolved issues or disputes will be forwarded to the City's Director of Transportation or an Assistant Director of Transportation and the DART Vice President of Capital Design and Construction or their equivalent for consideration and disposition. If an issue or dispute cannot be resolved, it will be elevated to the City's Assistant City Manager and the DART Executive Vice President of Growth/Regional Development or their equivalent for consideration and disposition. If an issue or dispute still cannot be resolved, it will be elevated to the City Manager and the DART President/Executive Director as the final arbiters of the issue or



CITY OF DALLAS

dispute in accordance with the powers and authorities vested in them, unless City Council or DART Board determination is required or requested.

Further, insofar as your requests are for resolution of technical issues, this correspondence responds to your requests for joint recommendations and resolution on the following items:

1. Coit Road grade separation;
2. Hillcrest Road full closure period; and
3. Hillcrest Road pump station.

Coit Road Grade Separation

You requested my concurrence that the proposed design for the Coit Road grade separation provides an acceptable solution that addresses the existing and competing constraints.

SA 11 to the Master ILA between DART and the City, Section 4.1 states, DART will construct the evolution of 10% Design in accordance with the FEIS proposing Coit Road reconstructed as an elevated roadway 12 feet above existing grade (3 feet lower than the FEIS) Silver Line track constructed 11 feet below existing grade. Your October 10, 2022, letter states that SA 11 is silent regarding the precise points by which 12 feet and 11 feet are measured.

I acknowledge that when SA 11 was executed, DART committed to construct the evolution of 10% Design, so precise points of measurement, other than from existing grade, were not a concern. I also acknowledge that your team has been working on the design of Coit Road with City staff since September 2020. Through ongoing discussions with my staff, I concur that the current design of Coit Road is in alignment with SA 11.

While I concur that the design of Coit Road is in alignment with SA 11, I also acknowledge there is some disagreement about how to measure 12 feet above and 11 feet below existing grade. As my greatest concern is that Coit Road be reconstruct consistent with the SA 11, there is no public benefit to requiring DART to lower the tracks from the current design. It is my further determination that final elevation changes of the Silver Line track need to be addressed by DART and the appropriate overseeing entity (Texas Department of Transportation (TxDOT), Federal Transportation Association (FTA), etc.).



CITY OF DALLAS

Hillcrest Road Full Closure Period

You also requested my concurrence that the 52-week full closure of Hillcrest Road is warranted, approval of the requested extension, and assurance that COD staff will immediately finalize design reviews and approvals and issue permits timely to our contractor (AWH) for the 52-week closure.

Supplemental No. 11, Paragraph 1.0 states that all extension requests beyond the 25-week closure period will be submitted in writing to the Dallas City Manager for consideration and approval.

Given my concurrence on the Coit Road grade separation, the following are my thoughts on the request for a full closure of Hillcrest Road for 52 weeks in-lieu-of the no more than 25-week closure period in SA 11. I understand that a 52-week full closure of Hillcrest Road would save an entire year of construction, and I have been advised that your team has also evaluated a 40–45-week closure that could save approximately nine months of construction.

While I appreciate your team considering methods to minimize overall construction impacts, at this time, I cannot support extending more than a 25-week closure of Hillcrest Road. Fully closing the roadway for an additional four to seven months is a significant request that I am not ready to ask our residents and traveling public to endure. However, if it is determined that a closure extension beyond the 25 weeks will result in a much safer construction work zone and yield a substantial savings of overall construction time, my team and I will be open to those discussions.

Hillcrest Road Pump Station

You are seeking my concurrence that COD can finalize design review and approvals and issue permits without delay for AWH to commence construction of the pump station.

Understanding the discussion surrounding the full closure of Hillcrest Road, your October 10, 2022, letter also requested concurrence of the design and approvals for construction of a pump station. My staff has informed me that since the October 10, 2022 letter, DART has received clearance from the FTA, through the Memo to File process for variances to the Final Environmental Impact Statement, for construction of a pump station on Hillcrest Road.

Although approved for construction of a pump station by the FTA, I understand that DART is now considering constructing a pump house as requested by City Councilmember Cara Mendelsohn and adjacent residents. Should DART move forward with the requested pump house, I would ask that your team work with our Dallas Water Utilities (DWU) team to design and build a pump house that meets the aesthetic desires of the community but also prioritizes the maintenance and operational needs of DWU.



CITY OF DALLAS

I am also willing to schedule some time for us and our respective teams to meet and discuss if necessary. Thank you for continuing to work with the City of Dallas to make this a successful project for our residents, businesses, and visitors.

Sincerely,

A handwritten signature in black ink, appearing to read 'T.C. Broadnax', written over a circular stamp or seal.

T.C. Broadnax
City Manager, City of Dallas

- c: Dee Leggett, DART, Executive Vice President, Growth/Regional Development
- Gene Gamez, DART General Counsel
- Edie Diaz, DART, Vice President, Government and Community Relations
- Christopher J. Caso, City Attorney
- Dr. Robert M. Perez, Assistant City Manager
- Dr. Ghassan “Gus” Khankarli, Director of Transportation