



VIA EMAIL (NLee@dart.org)

March 20, 2026

Nadine S. Lee  
President & Chief Executive Officer  
Dallas Area Rapid Transit  
1401 Pacific Avenue Dallas, Texas 75202

**RE: Notice of Final Objection to the Proposed Interlocal Agreement between DART and the Town of Addison for General Mobility Program (GMP) Funds**

Dear Ms. Lee:

As City Manager for the Town of Addison (“the Town”), I am writing to respond to your letter dated February 24, 2026 and to formally object to certain restrictive conditions contained in the proposed General Mobility Program (“GMP”) Interlocal Agreement (“the Agreement”) authorized by DART Board Resolution No. 260023, and to propose amendments that would enable me to sign the Agreement on the Town’s behalf.

The Town of Addison deeply values its long-standing relationship with DART and remains a dedicated advocate for the advancement of regional mobility across North Texas. Regardless of the outcome of the upcoming election on Addison’s potential withdrawal from DART, the Town and its leaders will continue to value this partnership and seek to ensure our future cooperation is built upon a foundation of mutual respect for the legal and democratic processes - and legal and financial obligations - that govern DART and its member cities.

**Specific Objections**

As stated in the Agreement, Addison “is a DART Service Area city that is eligible to receive GMP Funds if it uses such funds to complete projects that will benefit DART’s Public Transportation System, provide Complementary Transportation Services...or is otherwise permissible....”

While the Town greatly appreciates the efforts of DART staff in developing the GMP, the current draft of the Agreement contains legally untenable and discriminatory provisions. Specifically, the Town objects to Sections 6.2 and 6.3 of the Agreement:

- **Section 6.2** would require the Town to “rescind the order of the election within seven (7) business days following the execution of this Agreement.”
- **Section 6.3** would further mandate that if the Town proceeds with a withdrawal election, all



payments under the Agreement will be “forfeited.”

While there would be reasonable and legal bases for the Town to bear certain costs (including the loss of future funding) if the voters opt to withdraw from the DART system, *punishing Addison’s residents and taxpayers simply for engaging in the most basic democratic exercise of holding an election would be unjust, extortionate, and without any legal justification*. As such, I cannot sign the Agreement as presented.

### **Legal Bases for Objection**

As you are aware, voters of the Town of Addison will have an opportunity to participate in their democratic right to self-determination relative to staying in or withdrawing from the DART system in less than two months.

DART has proposed to require the Town to cancel a democratically ordered election as a pre-condition for receiving GMP funds. This *quid pro quo* conflicts with state and federal law and policies. In addition, DART’s proposal could be subject to challenge not just as arbitrary and capricious, but as an improper and punitive measure designed to obstruct the inherent rights of Addison’s voters.

Critically, once the Addison City Council formally ordered the election, the right to vote vested in our citizens. Any attempt by DART to force a rescission of that order constitutes a direct and unlawful interference with a completed legislative act. DART possesses no legal authority to *compel* a municipality to undo a validly enacted legislative function as a prerequisite for receiving equitable program funding.

The Town’s additional legal concerns related to Sections 6.2 and 6.3 of the Agreement include, but are not limited to, the following:

- **Violation of 2 C.F.R. § 200 (Uniform Administrative Requirements), et al.:** The Agreement purports to supplement other GMP funding with \$75 million from the NCTCOG Regional Transportation Council (RTC). As these are federal pass-through funds, the RTC is bound by each funding source’s applicable grant rules. No grant rule permits federal transportation (or other) funds be withheld in an effort to exert political pressure, nor may funds be promised in exchange for disenfranchising individuals legally entitled to a withdrawal vote once every six years.
- **Improper Administrative Overreach (*Ultra Vires*):** As an administrative agency created by statute, DART’s authority is limited to the powers expressly granted by the Texas Legislature. Nowhere in Chapter 452 of the Texas Transportation Code is



DART granted the power to suppress, rescind, or otherwise interfere with a member city's statutory right to hold a withdrawal election, including by withholding funds that Addison intends to use for legally directed and permissible transportation purposes. Such acts would be *ultra vires*, as they are outside DART's legal jurisdiction; DART has no authority to exercise a virtual veto power over state law that permits withdrawal elections every six years.

- **Improper “This-for-That” Consideration (*Quid pro Quo*):** Furthermore, by conditioning the distribution of GMP funds on the cancellation of a duly called election – and interference with Addison's citizens' right to vote – as set forth in Sections 6.2 and 6.3 of the Agreement, DART is engaging in a “this-for-that,” or *quid pro quo*, based on improper consideration.
- **Equal Protection:** DART's threatened withholding of GMP funds from Addison would unfairly discriminate against residents of the Town. If Addison votes to stay in DART, it would be the only jurisdiction in the system *not* receiving its proportional share of the \$434.7 million in estimated GMP funds. The Town cannot accept such differential treatment, which is unsupported by any lawful standard or justification.

### **Proposed Resolution**

The Town's primary goal at this time is to reach an agreement that allows us to move forward, together with DART, without compromising the rights of our residents to engage in the democratic process allowed by Texas Transportation Code section 452.651 *et seq.*, and without compromising the Town's legally-protected access to funds needed to support local transportation.

To these ends, and as shown in the attached redline, the Town proposes revisions to Sections 6.2 and 6.3 of the Agreement. The revised Agreement would allow Addison to participate in the GMP program and receive its appropriately and proportionally allocated funds (estimated at \$8,226,710 over the six-year term), should the voters decide in the May election to remain within the DART system. The Town's proposed approach accounts for DART's needs while removing any improper interference by DART over Addison's citizens' right to self-determination and honors the democratic process without unlawfully excluding the Town's taxpayers from a transportation funding program for which they are eligible under both federal and state law.

To facilitate an immediate resolution of this matter, I have enclosed an edited and signed version of the Agreement reflecting our proposed changes.

### **Request for Prompt Response & Next Steps**



We kindly request that DART respond to this letter in writing **on or before March 30, 2026**, by providing either a conformed copy of the enclosed agreement (with your initials by the line-edits to affirm your Agreement to the revisions) or a newly signed copy of the Agreement incorporating the Town's proposed revisions.

Once the Agreement has been signed, DART and the Town can proceed with necessary contingency plans for addressing the potential vote of Addison's residents to withdraw from DART. It is incumbent upon us all to be prepared, and to ensure DART and the Town are ready to respond to either potential outcome of the upcoming election, perhaps most urgently related to the operation of the Silver Line's Addison station.

In closing, please know that the Town of Addison and its leaders are prepared to partner with you. It is our goal to preserve our long-standing relationship with DART, and to avoid the unnecessary costs, delay, and distraction of acrimony. That said, the Town also stands ready to pursue all available legal and equitable remedies to protect its interests and preserve its right to participate in funding under the GMP, including seeking judicial intervention and/or filing a complaint with the U.S. Department of Transportation, if needed. We trust such steps will prove unnecessary and, on behalf of all who live, work, and play in Addison, we hope the Town and DART, together, can achieve the best possible outcomes for our constituents, regardless of the results of the upcoming election.

Sincerely,

David Gaines  
City Manager, Town of Addison

cc: Randall Bryant, DART, Board Chair  
Gene Gamez, DART, General Counsel  
Jamie Adelman, DART, Executive Vice President/Chief Financial Officer  
Jeamy Molina, DART, Executive Vice President/Chief Communications Officer  
Kay Shelton, DART, Chief of Staff  
Steven Glickman, Town of Addison, Chief Financial Officer  
Whitt Wyatt, Town of Addison, City Attorney