



Appendix I

White Rock Creek Bridge Memorandum of Agreement
between FTA, DART, and THC regarding the Cotton Belt
Corridor Regional Rail Project

MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL TRANSIT ADMINISTRATION (FTA), DALLAS AREA RAPID
TRANSIT (DART), AND THE TEXAS STATE HISTORIC PRESERVATION OFFICER (SHPO),
REGARDING THE COTTON BELT CORRIDOR REGIONAL RAIL PROJECT, GRAPEVINE,
COPPELL, DALLAS, CARROLLTON, ADDISON, RICHARDSON, AND PLANO, TEXAS

WHEREAS, DART is proposing a 26-mile passenger rail alignment extending from Dallas-Fort Worth International Airport (DFWIA) eastward, connecting with the existing Dallas Area Rapid Transit (DART) Orange, Green, and Red Lines, and terminating at Shiloh Road in Plano; and

WHEREAS, the proposed Cotton Belt Corridor Regional Rail Project (the Project) traverses through three Counties in the State of Texas, Tarrant, Dallas, and Collin, and seven cities, Grapevine, Coppel, Dallas, Carrollton, Addison, Richardson and Plano; and

WHEREAS, a passenger rail corridor concept from the DART Red Line in the Richardson/Plano area to the Green Line in Carrollton was included in the original 1983 DART Service Plan. In 1989, the DART Transit System Plan recommended the purchase and preservation of the Cotton Belt Corridor right-of-way from Wylie, Texas to north Fort Worth; the 52-mile corridor purchase was completed in 1990. During the development of the 1995 DART Transit System Plan, this corridor was combined with others as alternatives for further study to serve an expanded North Crosstown Corridor; and

WHEREAS, the DART 2030 Transit System Plan (TSP) identified the North Crosstown Corridor as a focus area and concluded that by 2030, the area would experience notable insufficient roadway capacity equivalent to more than 10 freeway lanes. The report indicated that “express” passenger rail service on the Cotton Belt Corridor (from DFWIA to the DART Red Line), using 20-minute peak and 60-minute off-peak service, was the most cost-effective and direct route to serve this east-west crosstown corridor; and

WHEREAS, the Cotton Belt Corridor Regional Rail Project has also been recognized on a regional level. The Cotton Belt Corridor has been included in the Dallas-Fort Worth Metropolitan Planning Organization, the North Central Texas Council of Governments (NCTCOG), regional transportation plan since 1986; and

WHEREAS, the DART 2030 TSP identified the Cotton Belt Corridor Regional Rail Project as a priority Project with implementation in the year 2025-2030 timeframe. Given the regional desire to accelerate the segment from DFWIA to the DART Red Line, Mobility 2030: The Metropolitan Transportation Plan for the Dallas-Fort Worth Area identifies this Project as a candidate for a public-private partnership (PPP) to design, build, operate, maintain, and/or finance the corridor; and

WHEREAS, DART initiated the PPP effort in May 2009 with a Request for Information (RFI). On May 11, 2010, the DART Board of Directors authorized the President/Executive Director to

execute the Memorandum of Understanding between DART and the Regional Transportation Council (RTC) Concerning the Identification of Funding Sources to Implement Passenger Rail Service on the Cotton Belt Corridor. As a result, the RTC/NCTCOG issued a Request for Proposals (RFP) entitled “Cotton Belt Passenger Rail Corridor Innovative Finance Initiative (Planning Services).” Based on early input during the DART PPP RFI, potential private partners noted that a more detailed project definition and environmental clearance would be needed before advancing the Project; and

WHEREAS, the FTA and DART published a Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS) in July 2010. During the effort, the finance initiative was completed without a firm funding plan. As a result, work on the EIS was suspended and DART documented the effort to date in the Alternatives and Environmental Considerations Report (AECR) in 2014; and

WHEREAS, in 2016, DART moved the Project schedule forward by more than 10 years as part of its FY2017 Twenty-Year Financial Plan by proposing a phased approach to implementation that would initially include a mostly single-track Project and by taking advantage of a new federal loan program called Railroad Rehabilitation and Improvement Financing (RRIF). As a result, DART is advancing preliminary engineering and re-initiating the Environmental Impact Statement (EIS) which includes identification of environmental impacts, design considerations and cost estimates. DART with the Federal Transit Administration (FTA) and in cooperation with the Federal Rail Administration (FRA) and the Federal Aviation Administration is conducting the EIS in accordance with the National Environmental Policy Act (NEPA: 42 U.S.C. 4321 et seq.) of 1969 and the regulations implementing NEPA set forth in 40 CFR Parts 1500-1508 and 23 CFR Part 771, as well as provisions of the enacted Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU); and

WHEREAS, the Project is an Undertaking subject to review under Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) and its implementing regulations at 36 CFR Part 800, and FTA and DART have consulted with the Texas Historical Commission as the State Historic Preservation Officer (SHPO) to consider the effects of the Undertaking on historic properties; and

WHEREAS, DART conducted a historic properties survey in 2013 with an established Area of Potential Effect (APE) of 500 feet from the proposed alignment; and

WHEREAS, DART conducted an updated historic properties survey in June and September of 2017 with an established Area of Potential Effect (APE) of 500 feet from the proposed alignment of the locations of the fifteen (15) station locations and/or support facilities; and

WHEREAS, these surveys recommended that five historic-age resources were eligible for listing in the National Register of Historic Places (NRHP), the Carrollton Depot, Addison State Bank, White Rock Creek Railroad Bridge, Hayes Dam, and the Old City Cemetery/L.A. Davis Cemetery; and

WHEREAS, in a letter dated August 29, 2017, the SHPO concurred with these recommendations; and,

WHEREAS, it was determined on September 12, 2017, that the Old City Cemetery/L.A. Davis Cemetery was removed from the APE, due to an updated rail design to avoid the Cemetery; and

WHEREAS, in November 2017, DART completed a report titled *Determination of Effects for the White Rock Creek Railroad Bridge*, which recommended that the White Rock Creek Railroad Bridge will have an adverse effect due to the modification of the bridge; and,

WHEREAS, the SHPO concurred on December 21, 2017 that the proposed Project development will adversely affect the White Rock Creek Railroad Bridge (Bridge); and

WHEREAS, the SHPO concurred on December 21, 2017, that the proposed Project development will have no adverse effect on the Carrollton Depot, Addison State Bank, and the Hayes Dam; and

WHEREAS, DART has proposed that as mitigation the Bridge be relocated 30 feet to the northeast within the existing railroad corridor to serve as a trail bridge for the proposed future Cotton Belt Regional Trail; and,

WHEREAS, an archaeological resources survey was conducted in May and September of 2017 of the established corridor right-of-way; and

WHEREAS, the SHPO has concurred on November 22, 2017 that the proposed Project development will not adversely affect archaeological sites listed on the National Register of Historic Places or those eligible for inclusion on the National Register within the proposed rail corridor or station locations; and

WHEREAS, on July 11, 2018, FTA transmitted a Technical Memorandum prepared by DART that documented prior cultural resources efforts at the proposed Equipment Maintenance Facility (EMF) at existing Trinity Railway Express (TRE) Irving Yard, and recommended that use of this site would have no effect on cultural resources; and,

WHEREAS, the SHPO concurred on July 14, 2018 that use of the existing TRE Irving Yard as the Project EMF would have no effect on cultural resources; and,

WHEREAS, the SHPO has recommended that if buried archaeological deposits are discovered during the development phases of this Project, work should be stopped in the immediate area of such finds and the Advisory Council on Historic Preservation and the SHPO be notified immediately; and

WHEREAS, FTA, in accordance with 36 C.F.R. § 800.6(a)(1), notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP chose not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and,

WHEREAS, a Draft Environmental Impact Statement (DEIS) has been prepared to inform the public of the potential environmental, social, and economic impacts associated with the proposed Cotton Belt Corridor Regional Rail Project and the No-Build Alternative; and

WHEREAS, the Draft Environmental Impact Statement (DEIS) has been circulated for a required 45-day review and public comment period; and

WHEREAS, the public, interested parties, and tribes have been consulted and kept informed on the Project and its effects on historic properties and archaeological resources through a series of public meetings and hearings as well as through the DEIS review period; and

NOW, THEREFORE, FTA, DART, and the SHPO agree that the Project shall be implemented in accordance with the following stipulations to take into account the effect of the Project on historic properties, mitigating the adverse effect on historic properties, and satisfactorily completing FTA's Section 106 responsibilities under the NHPA.

STIPULATIONS

The FTA shall ensure that the following stipulations are implemented and shall be included as conditions for the relocation of the Bridge:

I. Modified Historic American Engineering Documentation of the Bridge

A. DART shall prepare documentation of the Bridge to meet modified Historic American Engineering Record (HAER) Level III standards. The HAER Level III standards are defined in the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation. Modified Level III documentation shall include:

1. archival-quality prints of photographs documenting the Bridge's present appearance and major structural or decorative details taken using 35-mm black and white film (modified from HAER large-format requirements) and processed following the National Park Service guidelines for digital prints;
2. digital copies of the photo documentation described in Section A.1 above;
3. written report, including history and physical description, following the outline format for HAER Level III documentation;
4. U.S. Geological Survey topographic map identifying the location of the Bridge; and

5. reproductions of supplementary documentation including original drawings, field notes and historic images, if they exist.
- B. DART shall submit a draft of the modified HAER documentation via the electronic THC Review and Compliance (eTRAC) System to the SHPO. The SHPO shall have thirty (30) calendar days upon receipt to review and comment on a draft of the documentation. Failure by the SHPO to provide comments in accordance with this stipulation may be taken to indicate approval by the both agencies. DART shall make a good-faith effort to address any comments provided by the SHPO.
 - C. Upon acceptance of the draft documentation by the SHPO, or determination by SHPO that the documentation is sufficient, relocation of the Bridge may commence.
 - D. Within forty-five (45) days of the acceptance of the draft documentation by the SHPO, final documentation, including digital copies of photo documentation, shall be provided to the SHPO, DART, the Dallas Public Library Texas/Dallas History and Archives Division. Final documentation shall be printed on archival paper, and negatives shall be provided to the Dallas Public Library Texas/Dallas History and Archives Division.
 - E. The final documentation will not meet HAER standards and is *not* to be submitted to the HAER Collection in the Library of Congress.

II. Bridge Relocation

- A. To reduce and minimize the adverse effect of the Project, DART shall retain the Bridge and relocate the Bridge northeast approximately 30 feet parallel to and adjacent to its replacement (see Attachments A and B). During final design, DART shall submit the final proposed relocation and design plan to SHPO via eTRAC for review and concurrence of the proposed design and relocation for a 30-day review period by the SHPO.
- B. If, after review by SHPO, should retention of the Bridge at this new location not be determined feasible by DART, DART shall submit a relocation plan to the SHPO via eTRAC for a 30-day review period. Once the plan is accepted by both parties, the off-site relocation may proceed. Should any party fail to agree on a Relocation Plan, the Dispute Resolution clause shall be invoked.

III. Repair of the White Rock Creek Railroad Bridge

To reduce and minimize the adverse effect of the Project, DART shall repair and use in-kind materials to transition the Bridge from a railroad bridge to a pedestrian crossing bridge, in accordance with the Secretary's Standards for the Treatment of Historic Properties (36 CFR 68).

- A. During final design, DART shall submit the final proposed repair plan to SHPO via eTRAC for review and concurrence of the proposed repair plan for a 30-day review period by the SHPO.

IV. Preservation and Maintenance Operations

To reduce and minimize the adverse effect of the Project, DART shall maintain the Bridge for its use as a pedestrian crossing, in accordance with the Secretary's Standards for the Treatment of Historic Properties (36 CFR 68).

V. Develop and Review the Preservation and Maintenance Plan

To ensure continued preservation and maintenance of the Bridge, DART shall prepare a Preservation and Maintenance Plan. During final design, DART shall submit the Draft Preservation and Maintenance Plan to SHPO via eTRAC for a 30-day review period. DART shall submit a proposed Final Preservation and Maintenance Plan to SHPO for an additional 30-day review period to ensure that all SHPO comments are addressed within the Plan, prior to finalizing the document.

VI. Annual Reporting Requirements of the Preservation and Maintenance Plan

- A. An annual report of the bridge maintenance and preservation inspection shall be undertaken by DART for the five (5) year duration of the MOA and provided to the SHPO and FTA on a yearly basis to meet compliance of this stipulation.
- B. DART shall monitor the condition of the White Rock Creek Railroad Bridge for an additional three (3) years after the end of the five-year time period of the MOA and provide the report to SHPO and FTA.

VII. Interpretive Sign

To provide education information to the public upon completion of the Bridge relocation and for its use within the newly proposed Cotton Belt Regional Trail Corridor, an interpretive sign shall be installed detailing the history of the Bridge as well as the history of the Cotton Belt Rail Corridor.

- A. Designs of the sign shall be created using weather resistant materials and displaying a written historic context with historic photographs.
- B. During final design, DART shall submit the final proposed sign to SHPO, via eTRAC for review and concurrence of the proposed sign for a 30-day review period by the SHPO.

VIII. Inadvertent Discoveries

In the event that the Project will affect a previously unidentified property that may be eligible for inclusion in the National Register, DART shall require work in the area of the discovery to cease until actions that will consider the effects of the Project on the property can be implemented. DART shall immediately notify FTA of the discovery and provide FTA with the information required to request the SHPO's comments pursuant to 36 CFR 800.11(b)(2)(ii).

If Native American human remains and/or objects subject to the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA), i.e., burials, associated and unassociated funerary objects, sacred objects and objects of cultural patrimony, are encountered during the Project, DART shall immediately notify the FTA so that FTA can consult with the appropriate federally recognized Tribe(s) to determine appropriate treatment measures for these human remains in agreement with 36 CFR 800.13. It shall be the responsibility of DART to either preserve in place or repatriate these human remains, depending on the agreed upon determination of the tribe(s). If remains / objects subject to NAGPRA are encountered prior to completion of the transfer, the rules of NAGPRA disposition will be followed by DART. Nothing in this agreement should be construed to contradict this stipulation.

In the event of inadvertent discovery of archaeological materials not subject to NAGPRA, work shall immediately stop in the area of discovery and FTA shall comply with 36 CFR 800.13(b) to notify and consult with the SHPO, federally recognized Indian tribes that might attach significance to the property, and the Advisory Council on Historic Preservation (ACHP).

IX. Dispute Resolution

- A. Should the signatories to this Agreement object within thirty (30) days to any plans or other documents provided by DART or others for review pursuant to this agreement, or to any actions proposed or initiated by DART pursuant to this agreement, DART shall consult with the objecting party to resolve the objection. If DART determines that the objection cannot be resolved, DART shall forward all documentation relevant to the dispute to the FTA and to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:
1. Provide FTA with recommendations, which FTA will take into account in reaching a final decision regarding the dispute; or
 2. Notify FTA that it will comment pursuant to 36 CFR 800.7(a)(4) and proceed to comment.
 3. Any ACHP comment will be taken into account by FTA in accordance with 36 CFR 800.7 with reference to the subject of the dispute.
- B. Any recommendations or comment provided by the ACHP will pertain only to the subject of the dispute; FTA's responsibility to carry out all other actions under this agreement that are not the subjects of the dispute will remain unchanged.
- C. At any time during implementation of the measures stipulated in this agreement by FTA, if an objection to any such measure or its manner of implementation is raised by interested persons, then FTA shall consider the objection and consult, as

appropriate, with the objecting party and the consulting parties to attempt to resolve the objection.

X. Amendments

- A. The signatories to this agreement may request that this Memorandum of Agreement be revised, whereby the parties will consult to consider whether such revision is necessary, pursuant to 36 CFR 800.6 (c)(1).
- B. If it is determined that revisions to this Memorandum of Agreement are necessary, then FTA and the signatories shall consult pursuant to 36 CFR Part 800.13(1), as appropriate, to make such revisions. Except that, reviewing parties must comment on, or signify their acceptance of, the proposed changes to the Memorandum of Agreement in writing within 30 days of their receipt.

XI. Termination of Agreement

- A. The signatories to this agreement may terminate this Memorandum of Agreement by providing thirty (30) days written notice to the other signatory parties, pursuant to 36 CFR 800.6 (c)(i). During the period after notification and prior to termination DART and the other signatories will consult to seek agreement on amendments or other actions that would avoid termination. In the event of termination, FTA will comply with 36 CFR 800.4 through 800.6 with regard to individual undertakings.
- B. The parties agree that this agreement will become null and void upon completion of all mitigate measures stipulated herein.

XII. Effective Date and Duration

The effective date of this Memorandum of Agreement shall be the date of the last signature by a signatory. Unless amended in accordance with Stipulation X or terminated in accordance with Stipulation XI, this Memorandum of Agreement will remain in effect for five (5) years. This Memorandum of Agreement may be extended for an additional five (5) years by a letter from the FTA with written concurrence from the SHPO and DART.

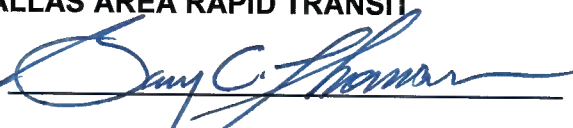
Execution of this Memorandum of Agreement by the FTA, DART, and the SHPO, its subsequent filing with the ACHP, and implementation of its terms evidence that FTA has afforded the ACHP the opportunity to comment on the Project and that FTA has considered the effect of the Project on historic properties.

SIGNATORY PARTIES:

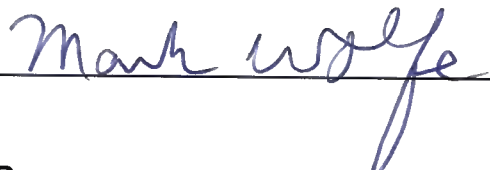
FEDERAL TRANSIT ADMINISTRATION

By  Date 9/25/18

DALLAS AREA RAPID TRANSIT

By  Date 8/13/2018

TEXAS HISTORICAL COMMISSION

By  Date 9/13/18

FILED:

Advisory Council on Historic Preservation

By: _____ Date _____

ATTACHMENT A PROJECT DESCRIPTION

The Cotton Belt Corridor Rail Regional Project plans to design a replacement structure for the White Rock Creek Railroad Bridge, spanning White Rock Creek. The existing bridge is a Warren with Verticals Pony Truss manufactured by the American Bridge Company in 1917. The bridge is one span and has six panels consisting of five vertical and six diagonal members per truss web. The attached figures excerpted from the 2017 Determination of Eligibility report show the bridge location in Dallas, Texas.

The White Rock Creek Railroad Bridge spans White Rock Creek and a golf course cart path for the Prestonwood County Club (see Attachment B). The Bridge, which is currently part of the Cotton Belt Rail line, is proposed to be removed and relocated to an area approximately 30 feet northeast of its current location on the Cotton Belt Regional Corridor Rail (see Attachment C). The Bridge will remain within DART-owned right-of-way after relocation and would be owned and maintained by DART in perpetuity. Currently, the Bridge is a single-track truss bridge which has been in disuse and not maintained for approximately 30 years, showing signs of deterioration. Proposing to maintain the White Rock Creek Railroad Bridge in its current location would introduce new issues and constraints for the Project. Altering the track geometry on the Cotton Belt Regional Rail to bypass the NRHP eligible White Rock Creek Railroad Bridge, would introduce new issues, such as altering the flood plain with fill material and creating new drainage flow and stabilization issues to the existing earthen berms. Leaving the Bridge in its existing location and not using the structure, provides the potential for continued degradation and vandalism. DART proposes to replace the existing White Rock Creek Railroad Bridge with a new track which will accommodate a double track structure, to provide a safe and reliable operation of the proposed passenger train. Relocating the Bridge over the same creek will allow the existing structure to be reused as a pedestrian bridge for the newly proposed Cotton Belt Regional Trail corridor, which will be funded and implemented by others. Converting the Bridge from a rail transit resource to a pedestrian transportation resource will extend its life and provide for an opportunity of interpretation of the historic Cotton Belt Corridor.

Relocation of the Bridge structure from its current location to its new location a short distance along the creek, will be conducted as a single lift by crane, keeping the bridge structure fully intact. Alterations to the White Rock Creek Railroad Bridge will consist of replacing the rail tracks with wooden timber decking, which will provide a safe platform for pedestrians and cyclists. Additionally, steel handrails are proposed to be installed along the length of the Bridge, providing safety for pedestrians. No other alterations are anticipated for the existing bridge structure. New concrete abutments and piers will be constructed for the relocated bridge support foundation and new retaining walls will also be constructed from the abutments along the creek for earth retainage. The overall final design and construction of the Cotton Belt Regional Rail Project will be developed by a selected Design/Build Contractor under separate contract with DART. Final designs for the proposed bridge relocation and alterations will be proposed and submitted to the SHPO for review and approval, prior to any movement to relocate the bridge in its new location.

As outlined in the MOA, DART will maintain the Bridge for its use as a pedestrian crossing, in accordance with the Secretary's Standards for the Treatment of Historic Properties (36 CFR 68). To ensure continued preservation and maintenance of the Bridge, DART shall prepare a Preservation and Maintenance Plan in cooperation with SHPO. An annual report of the bridge maintenance and preservation inspection shall be undertaken by DART for the five (5) year duration of the MOA, along with an additional three (3) years after the end of the five-year period. This report will be provided to the THC and SHPO on a yearly basis. After this point, DART will continue to inspect and maintain the bridge as part of its normal state of good repair efforts.

ATTACHMENT B LOCATION MAP



**ATTACHMENT C
DRAFT DESIGN OF BRIDGE RELOCATION**

