APPENDIX G – MEMORANDUM OF AGREEMENT
MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL TRANSIT ADMINISTRATION AND
THE TEXAS STATE HISTORIC PRESERVATION OFFICER
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
SOUTHEAST CORRIDOR LIGHT RAIL PROJECT
IN DALLAS, TEXAS

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration (FTA) is considering a grant application for financial assistance to Dallas Area Rapid Transit (DART), a regional transit authority organized and existing under the laws of the State of Texas, for the construction of a light rail transit (LRT) project in a southeast corridor of Dallas, Texas; and

WHEREAS, the FTA has determined that construction of the Southeast Corridor Light Rail Transit Project (the Project) in Dallas, Texas, will have an effect upon the Good-Latimer underpass and a certain portion of Fair Park, as hereinafter described, which are two properties that are included in or have been determined to be eligible for inclusion in the National Register of Historic Places, and has consulted with the Texas State Historical Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act, (16 U.S.C. Section 470(f)); and

WHEREAS, the SHPO is authorized to enter into this Agreement in order to fulfill its role of advising and assisting Federal agencies in carrying out their Section 106 responsibilities under the following federal statutes: Section 101 and 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f, and pursuant to 36 CFR Part 800, regulations implementing Section 106, at §§ 800.2(c)(1)(i) and 800.6(b); and

WHEREAS, for purposes of this Agreement, the Project consists of the construction of a two-track surface, light rail line that will begin at the existing Pearl Street Station located in the central business district in Dallas, Texas, and will extend northeastward along Bryan Street, passing under North Central Expressway to Good-Latimer Expressway, from where the line will continue at grade on a southeasterly alignment for approximately 10 miles, utilizing portions of the Union Pacific Railroad right-of-way, Parry Avenue and the Southern Pacific Railroad right-of-way, before terminating at a station located between Elam Road and Buckner Boulevard (also known as Loop 12). A more detailed description of the Project’s alignment is set forth in Attachment A to this Agreement, and

WHEREAS, the preferred alternative for the Project, as described above, has been determined through a public process that included a major investment study and the preparation of the Southeast Corridor Draft Environmental Impact Statement; and
WHEREAS, Project stations will be located in the median of Good-Latimer Expressway between Swiss Avenue and Gaston Avenue; in the Union Pacific Railroad (UP RR) right-of-way near Baylor Health Care System (HCS) in the block bounded by Walton, Indiana, Malcolm X, and Junius Streets; partially within Fair Park, on the east side of Parry Avenue at the entrance to Fair Park; west of the intersection of the SP RR right-of-way and Martin Luther King (MLK) Boulevard; west of the intersection of the SP RR right-of-way and Hatcher Street; at the intersection of the Scyene Road and Lawnview Street; south of the intersection of the SP RR right-of-way and Lake June Road; and west Buckner Boulevard at the rail terminus; and

WHEREAS, the portion of the Project along the Good-Latimer Expressway will be operated at grade entirely within the median of the expressway and will therefore require the elimination and removal of the existing Good-Latimer underpass (also known as the Deep Ellum tunnel) and the elevation of the right-of-way on the existing underpass to a grade that is the same as the surrounding streets and properties; and

WHEREAS, the FTA has determined that the “area of potential effects”, as that term is defined at 36 CFR §800.16(d), for the Project will include the 17 properties that are listed or eligible for listing in the National Register of Historic Places together with all significant architectural, engineering and historical elements, as identified in a Request for Determination of Eligibility Report submitted to the SHPO on September 14, 2001, a supplemental Request for Determination of Eligibility Report submitted on November 7, 2002, and a concurrence letter dated February 1, 2002, from the SHPO; and

WHEREAS, the FTA has determined, in consultation with the SHPO and the Advisory Council on Historic Preservation (the Council) that the construction of the Project on the alignment set out in Attachment A will have no adverse effect on the following historic properties: John E. Mitchell Co. Plant, 3800 Commerce; Lincoln Paint & Color Co. Building, 4044 Commerce; Alexander Motor Company Building, 4100 Commerce; W. Gottlich Company Manufacturing Building, 4118 Commerce; B.F. Goodrich Building (a.k.a. as the Textile Building), 4140 Commerce; Knights of Pythias Temple, 2551 Elm; Fink Paint Co. Building, 2605 Elm; Southern Refrigeration Co. Building, 2609 Elm; American Transfer & Storage, 2615 Elm; Manufacturing Expo Building, 2625 Elm; Continental Gin District, 3301-3333 Elm, 212 Trunk and 232 Trunk; St. James AME Temple, 624 N. Good-Latimer; National Biscuit Company, 3601 Main; Old Tige, 3801 Parry; and Goodyear Tire and Rubber Company Building (a.k.a as Howard Wolfe Building and Garage), 3809 Parry; provided that certain conditions outlined in the Stipulations below are fulfilled; and

WHEREAS, the FTA has determined, in consultation with the SHPO and the Council, that the construction of Project on the alignment set out in Attachment A will have no adverse affect on Fair Park (Texas Centennial Exposition Buildings), a Designated National Historic Landmark and National Register District, bounded by Parry Avenue on the northwest, the Texas & Pacific Railroad tracks on the northeast, Cullum Boulevard on the southwest, and Pennsylvania Avenue on the southeast; provided that certain conditions outlined in the Stipulations below are fulfilled; and
WHEREAS, DART has predicted that the audible warning devices for an at-grade crossing will result in a moderate noise impact for four lofts in the Goodyear Tire and Rubber Company Building; and

WHEREAS, this moderate noise impact can be mitigated through building sound insulation techniques that are sensitive the historic nature of the structure; and

WHEREAS, the FTA has determined, in consultation with the SHPO and the Council, that the construction of the Project on the alignment set out in Attachment A will have an adverse affect on Good-Latimer Underpass (Deep Ellum Tunnel) located on Good-Latimer Expressway under Gaston Avenue and further, whereas, the parties have developed the measures outlined in the Stipulations below to reduce or mitigate the identified adverse effects of the Project; and

WHEREAS, a coalition of local preservationists and stakeholders which include Preservation Dallas, Meadows Foundation of Texas, Deep Ellum Association and the Friends of Fair Park; has recommend that mitigation for the removal of the Good-Latimer Tunnel include documentation prepared in accordance with the Historic American Engineering Record (HAER) Level I with appropriate measured drawings, photographs and written narrative; and

WHEREAS, the coalition of local preservationists and stakeholders has requested that significant pieces of the Good-Latimer Tunnel be retained for placement in a local and public setting with appropriate interpretation; and

WHEREAS, the FTA, in collaboration with DART, has demonstrated that there is no prudent and feasible alternative to the use of these two protected resources; and

WHEREAS, in the letter dated July 8, 2002, from the SHPO to Mr. Stephen Salin of DART in reference to “Project review under Section 106 of the National Historic Preservation Act of 1966, DART Southeast Corridor Determination of Effects Report, Dallas, Dallas County (FTA106)”; the SHPO has concurred that the demolition of the Good-Latimer Tunnel would have an adverse effect on the historic property, and the development of appropriate mitigation documentation should be stipulated in an agreement document; and

WHEREAS, DART has participated with the FTA in the consultation with the SHPO and has been invited to concur in the Memorandum of Agreement to reflect its commitment to the measures described in this agreement and to its obligations in a grant that will fund the construction of this Project;

NOW, THEREFORE, the FTA and the SHPO agree that the following measures and stipulations shall be implemented in order to take into account the effects of the undertaking on historic properties:
Stipulations

The FTA shall ensure that the following stipulations are implemented:

I. Conditions for Determination of No Adverse Effect of Specified Historic Properties

A. The SHPO has provided a conditional concurrence with a determination of no adverse effect on the following properties: John E. Mitchell Co. Plant, 3800 Commerce; Lincoln Paint & Color Co. Building, 4044 Commerce; Alexander Motor Company Building, 4100 Commerce; W. Gottlich Company Manufacturing Building, 4118 Commerce; B.F. Goodrich Building (a.k.a. as the Textile Building), 4140 Commerce; Knights of Pythias Temple, 2551 Elm; Fink Paint Co. Building, 2605 Elm; Southern Refrigeration Co. Building, 2609 Elm; American Transfer & Storage, 2615 Elm; Manufacturing Expo Building, 2625 Elm; Continental Gin District, 3301-3333 Elm, 212 Trunk and 232 Trunk; St. James AME Temple, 624 N. Good-Latimer; National Biscuit Company, 3601 Main; Old Tige, 3801 Parry; Goodyear Tire and Rubber Company Building (a.k.a as Howard Wolfe Building and Garage), 3809 Parry; and the Fair Park Historic District/National Historic Landmark.

B. DART will make every effort to ensure that the design of light rail structures and all other construction undertaken or funded by DART related to this undertaking, including but not limited to station platforms and canopies, artwork and gateways, tracks, catenary poles, overhead traction and power systems, traction power substations, communication bungalows, and sound insulation fences or other construction that may have an effect on historic properties will be designed to be compatible with affected historic properties and conform to the guidance contained in the Secretary of Interior’s Standards and Guidelines for Rehabilitation of Historic Buildings (U.S. Department of the Interior, National Park Service, 1983 or as most recently amended). DART will further ensure that all such designs are developed in consultation with the SHPO and submitted to the SHPO for comment. Proposed designs will be provided to the SHPO for review at the 30%, 65% and 95% design stages.

C. DART shall afford the SHPO thirty (30) days to review and respond to any reports, plans, specifications or other documentation provided for review pursuant to this MOA. Should the SHPO object, DART shall consult further with the SHPO to resolve objection. If DART determines that the objection cannot be resolved, DART shall notify the FTA, which will follow MOA Stipulation III.E for “Resolving Objections.”

D. As documented in a letter dated February 20, 2002 from the SHPO to Mr. Stephen Salin of DART in reference to “Project review under Section 106 of the National Historic Preservation Act of 1966, DART Southeast Corridor Draft Environmental Impact Statement (DEIS) Dallas, Dallas County (FTA106)”,
DART and the SHPO have developed an agreement on the conceptual design of the Fair Park Station which will be located partially within the official boundaries of Fair Park, a National Historic Landmark and National Register Historic District. Station features shall include four canopies of similar size and shape to the 1936 historic ticket booths. Two of these canopies shall be placed in the location of the original ticket booths with the second set being placed on the opposite side of the track directly in front of the original location. These four canopies would be of the same design, which are intended recall the design of the historic ticket booths. A very, simple transparent designed, accessible platform will be placed at the front end of each side platform. The design of these facilities will be further developed by DART in consultation with the SHPO and provided to the SHPO for review and comment pursuant to Stipulation I.B.

E. The moderate noise impact to the Goodyear Tire and Rubber Company Building will be mitigated through building sound insulation which will be designed to be compatible with the historic property and conform to the guidance contained in the Secretary of Interior's Standards and Guidelines for Rehabilitation of Historic Buildings (U.S. Department of the Interior, National Park Service, 1983 or as most recently amended). The design of this sound insulation will be further developed by DART in consultation with the SHPO and provided to the SHPO for review and comment pursuant to Stipulation I.B.

II. Documentation of the Good-Latimer Underpass (Deep Ellum Tunnel)

A. Documentation shall be prepared for the Good-Latimer Underpass in a manner equivalent to Historic American Engineering Record (HAER) Level I, as recommended by a coalition of local preservationist and Deep Ellum Stakeholders. The HAER Level I standard is defined in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, Guidelines for Architectural and Engineering Documentation.

1. The historical narrative developed for the Good-Latimer Underpass, pursuant to Stipulation II.A.1 shall interpret the tunnel within the context of other elements of the Dallas transportation system and contemporaneous community development.

2. The SHPO shall have thirty (30) calendar days to review and comment on the documentation provided pursuant to Stipulation I.C. Failure by the SHPO to provide comments in accordance with this stipulation may be taken to indicate approval by the SHPO. If the SHPO objects to the documentation provided in accordance with this stipulation, the FTA may decide the documentation is final, subject to Stipulation III.E.
3. Section 110(b) documentation.

   a. All final documentation resulting from actions pursuant to this MOA shall be provided to the SHPO, DART, the Dallas Public Library and the Dallas History Archive; and

   b. Archival quality reproductions of the photographs, measured drawings, and the completed architectural data form generated under Stipulation II.A.1. will be made a part of the permanent collections described in Stipulation II.B.

   c. All such reports will be responsive to contemporary professional standards, and to the Department of Interior's Standards and Guidelines for Archeology and Historic Preservation, Standards for Architectural and Engineering Documentation.

B. Public exhibit and permanent collection

   1. A permanent collection and interpretive exhibit of materials and media conveying the role and significance of the Good-Latimer Underpass in Dallas’ history will be developed by DART.

   2. The permanent collection and interpretive exhibit will be housed at the DART museum facility in the historic Monroe Shops building (Museum) in accordance with 36 CFR Part 79.

   3. The permanent collection will be owned by and under the jurisdiction of the DART. All materials that comprise the collection will be made available to researchers and the general public, subject to the operational rules and guidelines of the Museum and its staff.

   4. The interpretative exhibit will incorporate, at a minimum:

      a. Photographic documentation of the Good-Latimer Underpass, including select reproductions of the large-format photographs generated in compliance with Stipulation II.A of this MOA, printed at sizes appropriate for public display; and

      b. Historic photographs of the Good-Latimer Underpass, reproduced at sizes appropriate for public display; and
c. Historic engineering drawings of the Good-Latimer Underpass, reproduced at sizes appropriate for public display; and

d. Interpretative text accompanying the above-described graphic materials; and

e. Sufficient textual, cartographic, and photographic materials to convey the Good-Latimer Underpass as a component of the transportation infrastructure improvements implemented in Dallas during the 1930s.

5. The interpretative exhibit will be prepared for a general audience, although it may include information of specific academic, architectural, and engineering interest as well.

6. The interpretative exhibit will remain on display at the Museum for a minimum of twenty-four (24) months following its completion, or following the opening of the Museum, whichever comes later. Thereafter, display of the exhibit will be at the discretion of the Museum.

7. If due to closure, loss of funds, change of mission, or any other reason the Museum cannot continue to maintain and make available to researchers and the public the permanent collection created under this MOA, the FTA will ensure that at a minimum all materials in the collection are transferred to a local or state archival facility that meets the standards set forth in 36 CFR Part 79 and can care for the collection in accordance with 36 CFR 79. Transfer of the interpretive exhibit will be at the discretion of the Museum and the archival facility to which the materials are being transferred.
C. DART will attempt to retain significant pieces of the Good-Latimer Underpass fabric for placement in a local and public setting with appropriate interpretation by:

1. Affording a coalition of local preservationists and Deep Ellum Stakeholders that include Preservation Dallas, Meadows Foundation of Texas, Deep Ellum Association and the Friends of Fair Park the opportunity to select significant features and materials of the structure to be salvaged; and

2. Consulting with representatives of the coalition regarding the appropriate entity to receive legal title of the salvaged materials; and

3. Coordinating efforts with the City of Dallas to transfer ownership of the salvaged materials to the appropriate entity; and

4. Attempting to remove selected items in a manner that minimizes damage while ensuring safety; and

5. Delivering salvaged materials to the selected setting.

III. Administrative Stipulations

A. Definition. For the purposes of this MOA the terms “party” or “parties” means the FTA and the SHPO, each of which has authority under 36 CFR § 800.7 to terminate the consultation process

B. Professional supervision. The FTA shall ensure that all activities carried out pursuant to this MOA are carried out by or under the direct supervision of a person or persons meeting at a minimum the Professional Qualifications Standards set forth in the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation. However, nothing in this stipulation may be interpreted to bar the FTA or any agent or contractor of the FTA from utilizing the properly supervised services of employees and volunteers who do not meet the above standards.

C. Alterations to project documents. Neither the FTA nor DART shall alter any plan, scope of services, or other document that has been reviewed and commented on pursuant to this MOA, except to finalize documents commented on in draft, without first affording the parties to this MOA the opportunity to review the proposed change and determine whether it shall require that this MOA be amended. If one or more such party determines that an amendment is needed, the parties to this MOA shall consult in accordance with 36 CFR § 800.6 to consider such an amendment.
D. Annual report and review

1. On or before 31 December of each year until the FTA and the SHPO agree in writing that the terms of this MOA have been fulfilled, the DART on behalf of FTA shall prepare and provide an annual report to the SHPO addressing the following topics:

   a. Progress in the data collection and preparation of the documentation being prepared under Stipulation II.A;
   b. Progress in design and installation of the interpretive exhibit being prepared under Stipulation II.B;
   c. Any problems or unexpected issues encountered during the year; and
   d. Any changes that the FTA or DART believe should be made in the implementation of this MOA.

2. The DART shall ensure that its annual report is made available for public inspection that potentially interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to the SHPO, DART, and to the FTA.

3. The SHPO shall review the annual report and provide comments to the FTA.

4. At the request of any party to this MOA, a meeting or meetings shall be held to facilitate review and comment, to resolve questions, or to resolve adverse comments.

5. Based on this review, the FTA, DART, and the SHPO shall determine whether this MOA shall continue in force, be amended, or be terminated.

E. Resolving objections

1. Should any party or concurring party to this agreement or a member of the public object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the FTA and DART shall take the objection into account. The FTA and DART shall consult as needed with the objecting party and with the other party and concurring parties to this MOA to seek resolution of the objection. If FTA determines, within 30 days, that such objections(s) cannot be resolved, FTA will:
a. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR § 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise FTA on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by FTA in reaching a final decision regarding the dispute.

b. If the Council does not provide comments regarding the dispute within thirty (30) working days after receipt of adequate documentation, FTA may render a decision regarding the dispute. In reaching its decision, FTA will take into account all comments regarding the dispute from the parties to the MOA.

c. FTA’s responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. FTA will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. FTA’s decision will be final.

F. Amendments and Noncompliance. Any party to this MOA (exclusive of the concurring parties) may request an amendment to its terms or to the provisions of any attachment to the MOA. The party wishing to amend the MOA shall immediately consult with the other party to develop an amendment pursuant to 36 CFR §§ 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by the parties is filed with the Council. If the parties cannot agree to appropriate terms to amend the MOA, any party may terminate the agreement in accordance with Stipulation III.G, below.

G. Termination. If an MOA is not amended following the consultation set out in Stipulation III.F, it may be terminated by any party. Within 30 days following termination, FTA shall notify the signatories it will initiate consultation to execute an MOA with the signatories under 36 CFR § 800.6(c)(1) or request the comments of the Council under 36 CFR § 800.7(a) and proceed accordingly.
ATTACHMENT A

The Project consists of the construction of a two-track surface, light rail line that will begin at the existing Pearl Street Station located in the central business district in Dallas, Texas, and will extend northeastward along Bryan Street, passing under North Central Expressway to Good-Latimer Expressway, from where the line will the alignment would turn northeastward near Monument Street onto the former Union Pacific Railroad (UP RR) right-of-way (now owned by DART). The alignment would continue northeastward along the rail right-of-way, then turn east and southeast after passing Hall Street to cross under IH 30. Just before intersecting with Parry Avenue, the alignment would swing north, off the rail alignment, before curving south to the east side of Parry Avenue. The alignment would then continue on the east side of Parry, along the edge of Fair Park, past the Music Hall, before crossing Parry Avenue/R. B. Cullum Boulevard. In this section the rail alignment is partially within the Fair Park National Historic District and the National Register Historic District. The alignment would then continue southward across current residential properties to connect to former Southern Pacific Railroad (SP RR) right-of-way (now owned by DART). This segment of rail line would extend southeast parallel to Trunk Avenue. The alignment would continue southeast, then turn east along the railroad right-of-way south of Scyene Road. Following the existing railroad right-of-way the alignment turns southward, east of Lawnview Avenue, passing adjacent to Gateway Park, Grover C. Keeton Golf Course and Devon –Anderson Park. At Lake June Road the alignment would turn southeast along the railroad right-of-way, which is parallel to and north of US 175 (C.F. Hawn Freeway). The alignment would continue southeast to its terminal station between Elam Road and Buckner Boulevard (Loop 12). The Project also includes a new yard lead extending from the existing DART Service and Inspection Facility, along DART owned SP RR right-of-way to the Project alignment near the intersection of Trunk Avenue and Elihu Street.
IV. Execution of this Memorandum of Agreement by the FTA and the SHPO and DART, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR § 800.6(b)(1)(iv) prior to FTA's approval of this undertaking, and implementation of its terms evidence that FTA has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

FEDERAL TRANSIT ADMINISTRATION, REGION VI

By: _______________________________ Date: 4/17/03
Robert C. Patrick, Regional Administrator

TEXAS STATE HISTORIC PRESERVATION OFFICER

By: _______________________________ Date: 5/13/03
F. Lawerence Oaks, Texas State Historic Preservation Officer

CONCUR:

DALLAS AREA RAPID TRANSIT

By: _______________________________ Date: 4/17/03
Gary C. Thomas, President/Executive Director

ACCEPTED:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: See attached ACHP letter dated 8/28/03 Date: ____________
Executive Director
August 28, 2003

Robert C. Patrick
Regional Administrator
Federal Transit Administration
Region VI
819 Taylor St., Suite 8A36
Fort Worth, TX 0550

REF:  Light Rail, Southwest Corridor, Dallas, TX.

Dear Mr. Patrick:

On June 9, 2003, we received your notification of adverse effect for the referenced project, in accordance with Section 800.6(a)(1) of the ACHP’s regulations, “Protection of Historic Properties” (36 CFR Part 800). Included with your notification was a signed Memorandum of Agreement (MOA) for the project and background documentation. The ACHP’s regulations require that the Agency Official notify the ACHP of an adverse effect finding and provide the ACHP with an opportunity to participate in consultation if we so choose. We have no record of being notified by you of your finding of adverse effect prior to the receipt of the signed MOA and, thus, we were precluded from participating in consultation. Your failure to follow this procedural requirement may render the outcome of the consultation process subject to challenge by parties with an interest in the project.

However, we have reviewed the documentation provided and have decided to not reopen consultation at this time. We will, therefore, consider the MOA as having been filed with us in accordance with §800.6(b)(1)(iv). In the future, please be sure to provide us with sufficient advanced notice of any adverse effect determination prior to the execution of the Memorandum of Agreement.

Should you have any questions, please contact me at (303) 969-5110 or by e-mail at lkeatinge@achp.gov.

Sincerely,

Lee Keatinge
Program Analyst
Western Office of Federal Agency Programs
September 17, 2003

Ms. Lee Keatinge  
Program Analyst  
Western Office of Federal Agency Programs  
Advisory Council on Historic Preservation  
12136 West Bayaud Avenue, Suite 330  
Lakewood, Colorado 80228

Re: Light Rail, Southeast Corridor, Dallas, TX

Dear Ms. Keatinge:

In an August 28, 2003 letter to Mr. Robert Patrick, FTA Region VI Administrator, you provided comment on an adverse effect to a National Register eligible property by a Dallas Area Rapid Transit Project (DART). Your letter references “Light Rail, Southwest Corridor, Dallas TX.” DART has provided ACHP with information on two light rail projects: the Northwest Corridor and the Southeast Corridor. Since you have previously provided comment on the Northwest Corridor Project, we are assuming that your letter refers to the Southeast Corridor Project. Please contact me at (214) 749-2525 or by e-mail at jhoppie@dart.org., if this is not the case.

Your letter to Mr. Patrick also indicates that you have no previous record of being notified of the finding of adverse effect. Our records indicate that, DART acting on behalf of FTA, provided a copy of the Southeast Corridor Draft Environmental Impact Statement (DEIS) to ACHP in February 2002. This document identified the potential adverse effect, although the final determination of eligibility was pending. Additionally, in January 2003, DART acting on behalf of FTA provided ACHP a copy of the Draft Southeast Corridor Section 4(f) Evaluation for Cultural Resources & Parkland. This document also identified the finding of adverse effect.

Because our records indicate that ACHP was provided these documents, please reconfirm by e-mail or return letter whether or not they have been received. In the meanwhile, we are reviewing our distribution process in order to track the whereabouts of the documents that were designated for the ACHP review. For future projects, DART with FTA will endeavor to increase communication and coordination with the ACHP regarding findings of adverse effect. Thank you for your participation in both DART projects.

Sincerely,

John Hoppie
Southeast Corridor Project Manager

C: Robert C. Patrick, FTA Region VI Administrator