

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE TARRANT REGIONAL WATER DISTRICT,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE CONTINUING IMPLEMENTATION OF THE MODIFIED CENTRAL CITY  
PROJECT, FORT WORTH, TEXAS**

**WHEREAS**, this Programmatic Agreement (PA) is entered into by and between the United States Army Corps of Engineers, Fort Worth District (USACE), the Texas State Historic Preservation Officer (SHPO), and the Tarrant Regional Water District (TRWD); and

**WHEREAS**, the TRWD, the Non-Federal Sponsor (NFS) for the undertaking, under a Project Partnership Agreement between the USACE and TRWD, amended 19 January 2021, is providing the necessary lands, easements, relocations, and rights-of-way for the project and is responsible for ongoing and future operation and maintenance of the Modified Central City project and is therefore, a Signatory to the Agreement; and

**WHEREAS**, the TRWD shall adhere to the Antiquities Code of Texas, as applicable; and

**WHEREAS**, the definitions set forth in 36 CFR § 800.16 are incorporated herein by reference and apply throughout this Agreement; and

**WHEREAS**, the Central City Project for flood control, ecosystem restoration, and recreation was authorized by the River and Harbor Act of 1965, Public Law 89-298; as modified by Section 116 of the Energy and Water Development Appropriations Act of 2005, Division C, Public Law 108-447; and as further modified by Section 1401 (9) and Section 1402(c) of the Water Infrastructure Improvements for the Nation Act (WIIN)/Water Resources Development Act (WRDA) of 2016, Public Law 114-332, which authorized the Secretary to undertake the Central City Project as generally described in the Trinity River Master Plan, dated April, 2003, as amended; and

**WHEREAS**, the Central City Project, initially begun in 2007, continues to constitute an undertaking (the Undertaking) under Section 106 of the National Historic Preservation Act of 1966 (NHPA) as amended; and

**WHEREAS**, the Bypass Channel (to include gates and pump station), Marine Creek Channel Expansion, Samuels Lock and Dam, Marine Creek Dam, Rockwood Park Valley Storage, University Drive Valley Storage, Rockwood Park Ecosystem, Site E Valley Storage, Site K Valley Storage, Site B Valley Storage, Environmental Mitigation at Site A (Sycamore Creek), Environmental Mitigation at Ham Branch Valley Storage, recreational features, and the Gateway Oxbow Ecosystem, which consists of Ecosystem Restoration within Valley Storage Sites A, B, C, E, K, and H as depicted in Figure 1 of Appendix A constitute the area of potential effect (APE) and are the construction elements of the Central City Undertaking that shall be subject to the stipulations below; and

**WHEREAS**, the USACE conducted consultation for construction of Site E Valley Storage during the months of March through June of 2022, and SHPO concurred that construction of Site E Valley Storage would have no effect to historic properties; and

**WHEREAS**, previous compliance with the NHPA as amended for the 2007-2022 construction of the Undertaking resulted in a PA entitled *Programmatic Agreement Between*

*the US Army Corps of Engineers, The City of Fort Worth, Texas and the Texas Historical Commission (State Historic Preservation Officer), Regarding the Implementation of the Central City Portion of the Trinity River Vision Master Plan, Fort Worth, Texas (Original Agreement) that was executed on March 30, 2006 (Appendix B). The term of the Original Agreement was identified as fifteen (15) years from the date of execution, which was extended until March 31, 2022, by an amendment executed March 29, 2021; and*

**WHEREAS**, the Original Agreement is expired and this agreement addresses the continuing effects of the Undertaking programmatically; and

**WHEREAS**, Appendix C lists the elements constructed under the Original Agreement and the adverse effect mitigation measures fulfilled under the Original Agreement. The USACE and SHPO concur that the adverse effects to those historic properties listed in Appendix C have been sufficiently mitigated and shall not be mitigated again; and

**WHEREAS**, the revised Area of Potential Effect (APE) for the elements of the Undertaking not implemented are shown in Appendix A; and

**WHEREAS**, the USACE has determined that the implementation of the unconstructed elements of the Undertaking has the potential to further cause adverse effects to historic properties; and

**WHEREAS**, the USACE pursuant to Section 101 (d)(6)(B) of NHPA invited the Comanche Nation, Oklahoma, Apache Tribe of Oklahoma, Coushatta Tribe of Louisiana, Delaware Nation, Oklahoma, Tonkawa Tribe of Indians of Oklahoma, and the Wichita and Affiliated Tribes (Wichita, Keechi, Waco, and Tawakonie), Oklahoma to consult on the Undertaking and to participate in this PA as concurring parties via letters submitted in March 2022; and

**WHEREAS**, none of the tribes have elected to participate in the PA; and

**WHEREAS**, public involvement in accordance with 36 CFR § 800. 13 (c) has been provided as an initial draft of this PA was available on the district's website for review and comment from March 16, 2022 to April 15, 2022. A revised draft of this PA was available on the district's website for review and comment from June 29, 2022 to July 29, 2022 with public notice of its availability also shared through the district's social media accounts, which included a request to identify historic resource concerns within the APE; and

**WHEREAS**, all parties acknowledge that archaeological surveys previously conducted for this Undertaking, including *Cultural Resources Assessment of Riverside Oxbow Environmental Restoration, Fort Worth, Tarrant County, Texas (2004)*, *Geoarcheological Coring of the Central City Hydraulic Mitigation Areas, Fort Worth, Tarrant County, Texas (2005)*, and *The Big Dig (2016)*, were satisfactory, and that additional surveys shall only be conducted for unconstructed elements should the USACE determine that it shall not conduct the Undertaking as originally coordinated; and

**WHEREAS**, the USACE has determined that a reinvestigation and additional context of above-ground resources is necessary to determine the NRHP eligibility of structures within the revised APE that were less than fifty (50) years of age when the architectural resources study was conducted under the Original Agreement; and

**WHEREAS**, the USACE, pursuant to 36 CFR § Part 800 regulations implementing Section 106 of the NHPA has invited the Advisory Council on Historic Preservation (ACHP) to

participate in this consultation and the ACHP has declined to participate in a letter dated July 28, 2022; and

**WHEREAS**, the USACE recognizes the following entities as interested parties and has invited Tarrant County, the City of Fort Worth, the National Trust for Historic Preservation, the North Fort Worth Historical Society, the North Texas Archeological Society, Historic Fort Worth, Inc., the Tarrant County Coalition for Peace and Justice, the Fort Worth Hispanic Chamber of Commerce and Transform 1012 N. Main Street to sign as concurring parties to this PA; and

**WHEREAS**, the City of Fort Worth, Historic Fort Worth, Inc., Tarrant County and Transform 1012 N. Main Street have accepted the invitation to participate in the PA as concurring parties; and

**NOW THEREFORE**, the USACE, SHPO, and TRWD agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on historic properties.

### STIPULATIONS

The USACE shall ensure that the following stipulations are carried out:

#### I. General.

A. *Applicability.* This PA shall be applicable to all excavation, modification of existing flood risk management infrastructure, construction of temporary access routes and/or staging areas, and any other ground disturbing activities proposed by the project.

B. *Definitions.* The definitions set forth in 36 CFR § 800.16 are incorporated herein by reference and apply throughout this PA.

C. *Qualifications and Standards.* The USACE shall ensure that all work conducted in conjunction with this PA is performed by personnel that meet or exceed the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation Professional Qualification Standards (48 FR 44716-44740; September 23, 1983), as amended, for the associated discipline and in a manner consistent with the Secretary of the Interior's (SOI) "Standards for the Treatment of Historic Properties" (36 CFR § 68). Survey methodology and reporting shall adhere to the updated standards and guidelines established by the Council of Texas Archeologists (CTA).

D. *Plan to Involve the Public.* The plan to involve the public shall consist of making all identification and evaluation efforts available on the USACE and NFS websites, in addition to the USACE social media accounts, for the duration of the Undertaking. The USACE shall educate the community about the survey initiative and provide methods for community feedback regarding identification of historic resources and the effect of construction on the resources primarily through the USACE project website or public information sessions with notices sent to stakeholders and the public. Documents shall have a 30-day review period with solicitation of feedback and USACE shall take into account all comments within the scope of the PA prior to making its determinations.

## II. Refining the APE, Identification and Evaluation.

- A. *Refining the APE.* The USACE, in consultation with all parties to the PA, shall further refine the APE depicted in Appendix A Figure 1 to encompass both direct and indirect effects on cultural resources. The indirect APE and historic context for NRHP eligibility was initially defined in the 2010 report *Below the Bluff, Development at the Confluence of the West and Clear Fork of the Trinity River, 1849-1966 (2010 Historic Context)*. A review of the 2010 APE shall be conducted and updated to reflect the current (2022) project scope and its potential impacts. The USACE APE determination shall be coordinated with the SHPO for thirty (30) day review upon receipt.
- B. *Identification and Evaluation.* After thirty percent (30%) completion of design development documents are provided to the USACE cultural resources personnel, and prior to the initiation of construction, the USACE shall identify historic properties located within the direct and indirect APE for each element. If cultural resources are identified within the refined APE, the USACE shall determine the resources' eligibility for the NRHP in accordance with the process described in 36 CFR § 800.4(c) and criteria established in 36 CFR § 60 and National Register Bulletin 15 "How to Apply the National Register Criteria for Evaluation" (NPS 1990). The USACE shall submit adequate documentation of these determinations to SHPO for thirty (30) day review upon receipt. If concurrence cannot be reached regarding the NRHP eligibility, the USACE shall seek and take into account the recommendations of the Secretary of the Interior in accordance with 36 CFR § 800.4 (c) (2).
1. Identification and Evaluation of Above Ground Resources.
    - a. *Addendum to the 2010 Historic Context.* The USACE shall develop an addendum to the 2010 Historic Context that shall expand the temporal parameters from 1966 to 1980 and provide additional context overlooked (e.g., social and environmental justice issues) in the 1849-1966 context. The addendum shall establish registration requirements to evaluate historic-age properties within the temporal parameters and shall be defined geographically by the viewshed of the Bypass Channel, Samuel's Avenue Lock and Dam, University Drive modifications and the Marine Creek Lock and Dam. The USACE shall submit the addendum to the SHPO for a 30-day review upon receipt.
    - b. *Indirect Impacts to the Near Northside Neighborhood.* The USACE recognizes that construction of the Bypass Channel has the potential to indirectly impact the Near Northside Neighborhood, as identified in Appendix A Figure 2. As such, the USACE shall conduct a windshield survey of historic-age resources of the Near Northside Neighborhood and shall assess according to the methods described in Stipulation II.B.1.d. below.
    - c. *Impacts of Other Construction.* All other construction elements not included in the historic context addendum described in Stipulation II.B.1.a. shall be independently reviewed for potential effects to above ground historic properties. This review shall be

submitted to the parties of the PA in writing for a 30-day review period upon receipt.

d. *Reevaluation of Resources.* Resources previously determined ineligible in the 2010 survey shall be reevaluated should the additional historic context provide information that warrants reevaluation. Resources that were constructed between 1966-1980 shall be identified and evaluated using the expanded historic context in an historic property inventory (HPI) for NRHP eligibility by an SOI qualified historic architect or architectural historian and submitted to the SHPO for concurrence. If comments are not received by the USACE within thirty (30) days of receipt, the HPI and associated recommendations shall be considered adequate, and the reports may be finalized. Comments received by the USACE from the SHPO shall be addressed in the final reports, which shall be provided to all consulting parties.

e. *Delay in Construction.* In the event that construction on the elements determined to have the potential to impact above ground resources has not initiated by 2030, the USACE shall consult with the SHPO to determine the need for expanding the historic context and conducting additional survey.

## 2. Identification and Evaluation of Archaeological Resources.

a. *Research Design.* The USACE shall ensure development of research designs for intensive archaeological survey and archaeological site testing for identifying and evaluating archaeological resources in accordance with the CTA's Guidelines for Cultural Resources Management Reports. SHPO and consulting parties shall have thirty (30) days to review and comment for each research design. All identified cultural resources shall be evaluated for NRHP eligibility by an SOI qualified archaeologist.

b. *Site 41TR288.* This site was previously considered to have undetermined eligibility for the NRHP. Either project redesigns are necessary to avoid the site or additional investigation of the site shall be undertaken to determine eligibility.

3. The NFS shall submit designs of sponsored physical infrastructure related to or necessitated by this Undertaking to the SHPO for a 30-day review and comment period upon receipt. In consultation with the SHPO, the NFS shall seek methods to avoid or minimize any adverse effects of this sponsored infrastructure prior to construction. Should the NFS and SHPO not be able to resolve issues regarding the appropriateness of the design, the dispute resolution clause of this PA shall apply.

### III. Assessment of Effect.

The USACE shall evaluate the effect of the Undertaking on each identified historic property in the APE, if present, in accordance with 36 CFR § 800.5(a)(1). The USACE

shall submit adequate documentation of the effect determinations to SHPO for thirty (30) day review and comment upon receipt.

#### **IV. Resolution of Adverse Effect.**

If the USACE determines that the Undertaking shall have an adverse effect on historic properties as measured by criteria in 36 CFR § 800.5(a)(1), the USACE shall notify the SHPO and consulting parties identifying the historic properties affected and the corresponding mitigation measure as stipulated below. SHPO and consulting parties shall have thirty (30) days upon receipt to comment and propose any alternative mitigation measures. If no response is received, the USACE shall assume concurrence and ensure the following stipulations are met:

A. For archaeological historic properties that shall be adversely affected, the USACE shall:

1. *Data Recovery.* Conduct data recovery for all historic properties that shall be adversely affected by the Undertaking, the extent of which shall be identified in the notification of historic properties affected. The USACE shall ensure development of a research design for data recovery of historic properties. SHPO and consulting parties shall have thirty (30) days upon receipt to review and comment each research design.
2. *Educational Materials.* For historic properties that are related to themes identified in the research design, data recovery sufficient for the creation of educational materials and complete site descriptions shall be conducted. The USACE may develop educational curricula or displays for use in schools and museums, as appropriate.
3. *Monitoring.* If USACE is unable to determine the NRHP eligibility of an entire archaeological site that extends outside of the APE, mitigation shall include monitoring of construction within the vicinity and known boundaries of the site.
4. *Reports.* A report containing the results of all data recovery operations, including monitoring, shall be provided within three (3) years of the conclusion of field work.

B. For above ground historic properties that shall be adversely affected, the USACE shall ensure:

1. *Direct Adverse Effects.* For properties that must be demolished or inappropriately altered for construction of the Undertaking, the USACE shall:
  - a. *Salvage.* Consult with the SHPO to determine if the property contains significant architectural features that could be reused, displayed, or interpreted. If such features exist, the signatories, with the property owner, will consider measures to ensure that selected features are removed in a manner that minimizes damage and are delivered to an appropriate party for curation and reuse at the expense of the party receiving the materials.

- b. *Documentation.* USACE shall consult with the SHPO to determine the appropriate level of documentation of the resource and depositories for the finalized documentation. Options include documentation to Levels I-III standards of the Historic American Building Survey/Historic American Engineering Survey with either digital or large format photography and placed in agreed upon local repositories or full HABS/HAER documentation to an agreed upon level that is formally submitted to the Library of Congress through the National Park Service. SHPO shall be afforded the opportunity to comment on all drafts of documentation in a 30-day review period upon receipt.

2. Indirect Adverse Effects.

- a. *Historic Context Addendum.* Within 24 months, USACE shall publish the expanded historical context developed in Section II(B)(1)(a). Hardbound copies shall be made available to all stakeholders, Signatories, and property holders and placed in area institutional depositories in consultation with the SHPO. Electronic copies shall also be made available through email distribution to all parties of this agreement and placed on the USACE project website for a minimum of two years.
- b. *NRHP Nominations.* USACE and SHPO shall consult to determine select properties to be considered for nomination to the National Register of Historic Places with consent of the property owner. Draft nomination packages prepared by USACE shall be completed within 24 months of the selection. All draft NRHP nominations shall be submitted to the SHPO for a 30-day review and comment period.
- c. *Educational Materials.* The USACE shall update the training module developed under the original PA for use in the Fort Worth Independent School District to educate students on the history of the Central City area and to gain understanding of the importance of the built and natural environment in relationship with historical context. The update shall include information derived from the expanded historic context described in Stipulation II.B.1.a. and any newly identified historic properties from efforts described in Stipulation II.B.1. All drafts of the educational materials shall be submitted to the SHPO for a 30-day review and comment period.

**V. Unanticipated Discoveries and Post Review Changes**

- A. *Changes in the Undertaking.* If construction on the Undertaking has not commenced and the USACE determines that it shall not conduct the Undertaking as originally coordinated, the USACE shall reopen consultation pursuant to the stipulations of this PA.
- B. *Unanticipated Discoveries or Effects.* Pursuant to 36 CFR § 800.13(b)(3), if historic properties are discovered or unanticipated effects on historic properties

are found after construction on an undertaking has commenced, the USACE shall ensure the following steps are taken:

1. The Contractor shall immediately notify the USACE of an unanticipated discovery.
2. The Contracting Officer Representative shall immediately direct a *Stop Work* order within a thirty (30) meter radius of the discovery to the Contractor's Site Foreman to flag or fence off the archaeological discovery location and direct the Contractor to take measures to ensure site security. The Contractor shall not restart work in the thirty (30) meter radius area of the find until USACE, in consultation and concurrence with the Signatories and Invited Signatories of this PA, has granted clearance.
3. The Contractor shall indicate the location and date of the discovery on the project plans and shall provide the information to the USACE archaeologist.
4. Within twenty-four (24) hours of receipt of notification of the discovery, the USACE archaeologist shall:
  - a. Inspect the work site and determine the extent of the affected archaeological resource and ensure that construction activities have halted;
  - b. Ensure the area of the discovery is marked by means of flagging or fencing within the thirty (30) meter radius to protect the area from looting and vandalism; and
  - c. Notify by phone and email the SHPO and appropriate Tribes.
5. The USACE archaeologist shall conduct a preliminary assessment of the find to determine if the find is historic or less than fifty (50) years of age and whether the cultural material represents an archaeological site of unknown or potential significance.
  - a. If the find is determined to be less than fifty (50) years of age or is ineligible for the NRHP, the USACE archaeologist shall notify all parties of the PA of the find and its significance within one (1) week. Signatories and Invited Signatories shall have fifteen (15) calendar days from the date of notification to respond. In the event that a Signatory or Invited Signatory fails to respond within the fifteen (15) calendar days, the USACE may assume that party's concurrence with the determination. If all parties concur that the find is ineligible for the NRHP, the USACE shall notify the Contractor's Work Foreman to resume work.
  - b. If the USACE archaeologist determines the find represents an archaeological site of unknown or potential significance, the USACE shall notify all parties to the PA within twenty-four hours (24) hours. Work shall not resume at this location until USACE has provided authorization. The USACE archaeologist shall begin a more detailed assessment of the find's significance and the



potential project effects in a manner consistent with National Register Bulletin 15 “How to Apply the National Register Criteria for Evaluation” (NPS 1990). The USACE archaeologist shall dispatch an archaeological team to the site to determine the nature and extent of the archaeological deposits. USACE shall ensure that the team has full access to the required site area and be accommodated by the Contractor to complete this investigation within fourteen (14) calendar days. The USACE, Signatories and Invited Signatories may extend this fourteen (14) day calendar period one time, with the party requesting extension providing written notice to the other parties prior to the expiration date of the said fourteen (14) day calendar period. All parties must approve the requested extension and its duration in writing.

6. The USACE archaeologist shall notify all parties of the PA of the archaeological team’s findings and recommendations.
7. If the archaeological deposits are determined to be eligible for listing in the NRHP and is threatened by further project development, the USACE shall develop and execute a mitigation plan in accordance with Stipulation IV.A. of this PA.
8. Teleconferences may be held with parties of the PA to discuss options and recommendations.
9. Upon request, parties of the PA and their representatives shall be allowed to visit the site with the USACE archaeologist.
10. A meeting, site visit, or teleconference may be held with parties of the PA to assess mitigation activities.

C. *Unanticipated Discoveries of Human Remains and/or Funerary Objects.* The USACE shall treat any human remains and/or funerary objects encountered during the Undertaking in a manner guided by the ACHP’s *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects* (2007), in conjunction with the Texas Health and Safety Code Chapter 711. In the event that human remains and/or funerary objects are discovered during historic properties investigations or during construction, the USACE shall implement the following steps:

1. The Contractor shall immediately notify the USACE of an unanticipated discovery of potential human remains and/or funerary objects.
2. The USACE shall immediately direct a *Stop Work* order within a thirty (30) meter radius of the discovery to the Contractor’s Site Foreman to flag or fence off the discovery location and direct the Contractor to take measures to ensure site security. The Contractor shall not restart work within a minimum of the thirty (30) meter radius area of the find until USACE, in consultation and concurrence with the Signatories and Invited Signatories of the PA, has granted clearance.
3. The Contractor shall indicate the location and date of the discovery on the Project plans by a notation of “sensitive avoidance area” and notify the USACE

archaeologist.

4. The USACE archaeologist shall immediately notify local law enforcement and the office of the Chief Medical Examiner of the human remains and/or funerary objects. They shall be allowed access to the location of the discovery to conduct their investigation.

5. Within twenty-four (24) hours of receipt of notification of the discovery, the USACE archaeologist shall:

- a) Inspect the work site and determine the extent of the affected human remains and/or funerary objects and ensure that construction activities have halted;
- b) Ensure the area of the discovery is marked by means of flagging or fencing within the thirty (30) meter radius to protect the area from looting and vandalism.
- c) Notify all parties to the PA of the discovery in writing.

6. At all times human remains and/or funerary objects must be treated with the utmost dignity and respect. Human remains and/or associated artifacts shall be left in place and not disturbed until appropriate consultation has taken place and a site-specific plan of action has been developed.

7. If it is declared a criminal matter, the USACE archaeologist shall have no further involvement and the decision to declare it a *Cleared Site* for construction shall be made by the appropriate legal authorities.

8. If it is determined that the human remains and/or funerary objects are not Native American, USACE shall consult with the SHPO, any identified descendants and/or other interested parties regarding appropriate treatment measures, including, but not limited to, avoidance, disinterment and re-interment plans.

9. If the human remains are likely Native American, the USACE archaeologist, in consultation with Signatories and Invited Signatories of the PA, shall comprehensively evaluate the potential to avoid and/or minimize the Undertaking's effects to the human remains and/or funerary objects. If no feasible avoidance plan can be developed to allow the human remains and/or funerary objects to remain in place, the USACE shall consult with interested Tribes and SHPO to engage in the development of a site-specific disinterment/re-interment plan.

## **VI. Curation and Disposition of Recovered Materials, Records, and Reports**

- A. *Curation.* The USACE shall ensure that all archaeological materials and associated records owned by the State of Texas or NFS, which result from identification, evaluation, and treatment efforts conducted under this PA, are accessioned into a curation facility in accordance with the standards of 36 CFR § 79, the Antiquities Code of Texas (Texas Natural Resource Code, Chapter 191), the Texas Administrative Code 13 TAC §29.5, and the Council of Texas

Archeologists Guidelines and Standards for Curation, except as specified in Stipulation V.C. for human remains. Archeological items and materials from privately owned lands shall be returned to the land owners upon completion of analyses required for Section 106 compliance under this PA.

- B. *Reports.* Archaeological survey reports shall meet CTA standards. Draft survey reports for all cultural resources investigations shall be coordinated with the Signatories of the PA. Within 30 days of receiving the approved final technical reports of investigations, monitoring, and mitigation, the USACE shall provide copies to all signatories of the PA, as well as additional copies for public distribution, with locations of archaeological sites redacted, as appropriate. All consulting parties shall withhold site location information or other data that may be of a confidential or sensitive nature pursuant to 36 CFR § 800.11(c).

## **VII. PA Amendments, Disputes and Termination**

- A. *Amendments.* Any party to the PA may propose to the other parties that it be amended, whereupon the parties shall consult in accordance with 36 CFR § 800.6(c)(7) to consider such an amendment. The amendment shall be effective on the date a signed copy executed by the Signatories and Invited Signatories is filed with the ACHP.
- B. *Disputes.* Disputes regarding the completion of the terms of this PA shall be resolved in writing by the Signatories and Invited Signatories. If the Signatories and Invited Signatories cannot agree regarding a dispute, they may request the participation of the ACHP in resolving the dispute in accordance with the procedures outlined in 36 CFR § 800.9. Within fifteen (15) calendar days of such a request, the USACE shall forward to the ACHP, and all Signatories and Invited Signatories all documentation relevant to the dispute, including the USACE's proposed resolution of the dispute. The USACE shall take any recommendations or comments from the ACHP into account in resolving the dispute.
- C. *Termination.* Signatories and Invited Signatories to this PA may terminate it by providing a sixty (60) calendar day notice to the other parties, provided that the parties shall consult during the period prior to the termination to seek agreement on amendments or other actions that shall avoid termination. In the event of termination of this PA the USACE shall comply with the provisions of 36 CFR § 800, Subpart B.

## **VIII. Term and Status.**

- A. *Term.* This Programmatic Agreement shall remain in force for a period of fifteen (15) years from the date of its execution by all Signatories or such time as the USACE completes all excavation and construction activities and all the Central City project objectives are operational, which include maintenance and stabilization actions, unless terminated pursuant to Stipulation VII.C. Sixty (60) calendar days prior to the conclusion of the fifteen (15) year period, the USACE shall notify all parties in writing of the end of the fifteen year period to determine if they have any objections to extending the term of this PA. If there are no objections received prior to expiration, the PA shall continue to remain in force for a new fifteen (15) year period.

- B. *Status.* Execution of this PA and implementation of its terms evidences that the USACE has taken into account the effects of the Undertaking and fulfilled Section 106 responsibilities regarding the Undertaking.

*Signature Page for the U.S. Army Corps of Engineers*

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OF THE  
CENTRAL CITY PORTION OF THE TRINITY RIVER VISION MASTER PLAN,  
FORT WORTH, TEXAS**

**Execution of this Agreement and Implementation of its terms** provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Project and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Project on historic properties.

**Signatories** include the USACE, TRWD and the SHPO. **Concurring Parties** include Tarrant County, the City of Fort Worth, the North Fort Worth Historical Society, Historic Fort Worth, Inc., the Tarrant County Coalition for Peace and Justice, and Transform 1012 N. Main Street.

Separate signature pages for each agency follow.

**Signatory  
U.S. Army Corps of Engineers**



Date: 29 March 2003

PAUL B. CULBERSON  
Colonel, EN  
Commanding

*Signature Page for the State Historic Preservation Officer*


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Separate signature pages for each agency follow.

**Signatory**  
**Texas State Historic Preservation Office**

  
Date: 2/22/23  
MARK S. WOLFE  
State Historic Preservation Officer


*Signature Page for the Tarrant Regional Water District*

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**Invited Signatory  
Tarrant Regional Water District**

  
\_\_\_\_\_  
DAN BUHMAN  
General Manager

Date: March 8, 2023

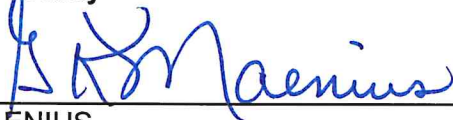
*Signature Page for Tarrant County*

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**Concurring Party  
Tarrant County**



Date: 5/30/23

G.K. MAENIUS  
County Administrator



*Signature Page for the City of Fort Worth*

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE TARRANT REGIONAL WATER DISTRICT,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE CONTINUING IMPLEMENTATION  
OF THE  
CENTRAL CITY PORTION OF THE TRINITY RIVER VISION MASTER PLAN,  
FORT WORTH, TEXAS**

**Execution of this Agreement and Implementation of its terms** provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Project and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Project on historic properties.

**Signatories** include the USACE, TRWD and the SHPO. **Concurring Parties** include Tarrant County, the City of Fort Worth, the North Fort Worth Historical Society, Historic Fort Worth, Inc., the Tarrant County Coalition for Peace and Justice, and Transform 1012 N. Main Street.

**Concurring Party  
City of Fort Worth**

  
\_\_\_\_\_  
DANA BURGHDOFF  
Assistant City Manager

Date: 4/13/23

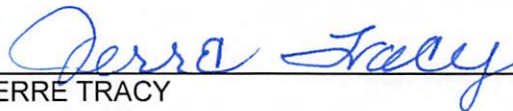
*Signature Page for Historic Fort Worth, Inc.*

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AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
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**Concurring Party  
Historic Fort Worth, Inc.**

  
\_\_\_\_\_  
JERRE TRACY  
Executive Director

Date: April 13, 2023

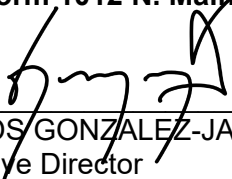
*Signature Page for Transform 1012 N. Main Street.*

**PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
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**Concurring Party  
Transform 1012 N. Main Street**

  
\_\_\_\_\_  
CARLOS GONZALEZ-JAIME  
Executive Director

Date: 04/28/2023

Appendix A: Map of the Undertaking as Defined by this Agreement





Figure 2 Near Northside Neighborhood as defined by the City of Fort Worth Historic Preservation Officer.

Appendix B  
Original Agreement as amended

1 PROGRAMMATIC AGREEMENT BETWEEN  
2 THE US ARMY CORPS OF ENGINEERS,  
3 THE CITY OF FORT WORTH, TEXAS  
4 AND  
5 THE TEXAS HISTORICAL COMMISSION  
6 (STATE HISTORIC PRESERVATION OFFICER),  
7 REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION  
8 OF THE TRINITY RIVER VISION MASTER PLAN, FORT WORTH, TEXAS  
9

10  
11 **WHEREAS**, the US Army Corps of Engineers (USACE), the Tarrant Regional Water  
12 District, the City of Fort Worth, and Tarrant County (collectively, the Partners) have  
13 partnered together to improve flood control, and provide ecosystem improvement, urban  
14 revitalization, and recreation opportunities along the Trinity River in a project known as  
15 Central City; and

16  
17 **WHEREAS**, for the purposes of this agreement, Central City encompasses the following  
18 construction activities:

- 19  
20 • Bypass Channel  
21 • Levee System and adjoining embankment  
22 • Dam downstream of Samuels Avenue  
23 • Flood Isolation gates  
24 • Street and Highway Improvements  
25 • Pedestrian Bridges  
26 • Interior water feature  
27 • Utility relocations  
28 • Valley storage mitigation sites  
29 • Environmental mitigation sites  
30 • Pumping Station

31  
32 **WHEREAS**, all other construction activities not specifically listed herein are separate  
33 undertakings and are therefore not part of this agreement; and  
34

35 **WHEREAS**, the USACE and the Partners, with the concurrence of the Texas Historical  
36 Commission (THC), which is also the State Historic Preservation Office (SHPO), has  
37 determined the Area of Potential Effect (APE), developed a survey methodology, and has  
38 identified properties eligible for inclusion on the National Register of Historic Places  
39 (NRHP) as shown in Attachment A and further detailed in the report entitled *Below the*  
40 *Bluff, Development at the Confluence of the West and Clear Fork of the Trinity River,*  
41 *1849-1966* ; and  
42

43 **WHEREAS**, the USACE has determined that the Project will have an adverse effect  
44 upon properties included in or eligible for inclusion in NRHP as shown in Attachment A;  
45 and  
46



47 **WHEREAS**, the Trinity River Bluff, defined as the wooded escarpment located on the  
48 slope from the south bank of the river to the crest of the slope, extending from the Tarrant  
49 County Courthouse to the general area across from LaGrave Field to the west, is not  
50 NRHP eligible, but is acknowledged as vitally important to the understanding of the  
51 history of Fort Worth and the continued preservation of the resource is encouraged to  
52 preserve the City's rich cultural heritage; and

53  
54 **WHEREAS**, this undertaking will have no immediate impact on the Trinity River bluff  
55 other than visual; and

56  
57 **WHEREAS**, it is understood that private development that may occur within the APE  
58 could adversely affect historic properties listed in Appendix A in future years as a result  
59 of this undertaking; and

60  
61 **WHEREAS**, the USACE, pursuant to 36 CFR Part 800 regulations implementing  
62 Section 106 of The National Historic Preservation Action (16 U.S. C. 470f), has invited  
63 the Advisory Council on Historic Preservation (Council) to participate in this  
64 consultation and the Council has declined to participate in a letter dated August 29, 2005;  
65 and

66  
67 **WHEREAS**, the THC, the City of Fort Worth, Texas and the USACE have participated  
68 in the consultation and have been invited to be signatories to this Programmatic  
69 Agreement; and

70  
71 **WHEREAS**, the USACE, with the assistance of the THC, recognizes the following  
72 entities as interested parties and has invited the Tarrant Regional Water District, Tarrant  
73 County, The National Trust for Historic Preservation, Historic Fort Worth, Inc., North  
74 Fort Worth Historical Society, Tarrant County Historical Commission, Historic  
75 Landmarks, Inc., and City of Fort Worth Historic and Cultural Landmarks Commission  
76 to sign as concurring parties in this agreement; and:

77  
78 **NOW, THEREFORE**; USACE, the City of Fort Worth, Texas and the THC agree that  
79 the consultation process for the Project shall be carried out in accordance with the  
80 following stipulations to satisfy USACE's Section 106 responsibilities for the  
81 undertaking.

82  
83  
84  
85  
86  
87  
88

**Stipulations**

**1. Mitigation Measures:**

89  
90  
91 The following mitigation measures take into account the adverse effects of Central City  
92 on historic properties that will be demolished or altered in such as manner as to affect the

93 historic integrity of the property. The USACE, with the exception of Stipulation 5 by the  
94 City of Fort Worth, will ensure that the following measures are carried out: /

95  
96 **A. ARCHITECTURE**

97  
98 **(1) Recordation:**

99  
100 The purpose of the recordation is to provide current and future generations  
101 access to archival information and narrative history that comprehensively  
102 documents the Central City area from its beginnings to the time prior to the  
103 initiation of the construction of the Central City Project.

104  
105 Many of the affected structures are undistinguished architecturally, although  
106 together, they form a cohesive portrait of the Central City area. The intent of  
107 the document is to capture the historic nature of the area as a whole rather  
108 than to document individual parts in order to produce a more comprehensive  
109 understanding of the area's historical development.

110  
111 To achieve this, the current historic context entitled *Below the Bluff,*  
112 *Development at the Confluence of the West and Clear Fork of the Trinity*  
113 *River, 1849-1966,* will be expanded to include:

- 114  
115 • An expanded contextual history of the area, including examination of  
116 the importance of the built and natural environment in relationship to  
117 historical social/economic development of the surrounding  
118 neighborhoods.
- 119  
120 • Expanded coverage of the construction and history of the existing  
121 USACE levee system.
- 122  
123 • Inclusion of additional historic photographs and maps of the area,  
124 including fold-out historic aerial photographs and Sanborn maps.
- 125  
126 • Large format photography of up to 75 views of the area, including at  
127 least one view of every historic structure adversely affected by the  
128 undertaking. Demolition of the NHRP eligible structures listed as  
129 adversely affected in Appendix A may commence upon acceptance of  
130 the mitigative photography by the THC. The USACE will forward  
131 photographic proofs to the THC for a 30 day review and comment  
132 period, upon which the THC will furnish an e-mail or letter approval  
133 of the number of photographs and the quality of the compositional  
134 views, or a detailed request of views needed to adequately document  
135 the affected structures.
- 136

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- A detailed architectural description of each NRHP eligible structure in the area of potential effect that meets the Historic American Building Survey Level III requirements.
- Ethnographers will conduct oral histories of a minimum of 10, and a maximum of 20 persons with social, economic or historical ties to the area. The interview subjects will be selected in consultation with the Tarrant County Historical Commission and other local historical societies. Transcripts will be included in the appendix.

#### Professional Standards

All personnel conducting research and documentation will meet the Secretary of the Interior's professional qualification standards as defined in the Federal Register Volume 48 No. 190 page 44738.

#### Document Review

The draft document will be submitted for a 60 day review and comment period to all signatory and concurring parties to this agreement within 24 months. All comments received will be considered by the Corps and the document revised before re-submittal to the signatories within 90 days of the end of the comment period for review of each other's comments.

The final document will be distributed within 40 months from the receipt of funds.

#### Printing and Distribution

- 100 hardbound copies of the revised historic context on archival paper will be provided to distribute among signatories, concurring parties and regional libraries and educational institutions.
- 200 compact disks containing the document in the Adobe Acrobat Portable Document File (PDF) format will be made available to the public.

#### Curation of Original Materials

- One set of labeled archival photographic contact prints will be given to the Tarrant County Historical Commission, one set to the THC and one set with the original negatives will be given to the University of Texas at Arlington Library special collections.
- The oral history tapes will be given to University of Texas at Arlington Library Special Collections.

183 The revised historic context document will serve as mitigative documentation of  
184 the adversely affected structures as required under Section 110 (b) of the NHPA.  
185

186 **(2) Architectural Salvage**  
187

188 On properties that will be demolished by the undertaking, the USACE and its  
189 Partners will consult with the THC to determine if the property contains  
190 significant architectural features that could be reused, displayed, interpreted or  
191 curated. If such features exist, the signatories, with the property owner, will  
192 consider measures to ensure that selected features are removed in a manner that  
193 minimizes damage and are delivered to an appropriate party for curation and reuse  
194 at the expense of the party receiving the materials.  
195

196 **(3) NRHP Nomination**  
197

198 All properties listed in Attachment A that are not destroyed or substantially  
199 altered to preclude nomination by the Central City Project, will be nominated to  
200 the NRHP, barring the objection of the property owner. Nomination materials will  
201 be prepared for all eligible properties regardless of owner's consent or objection,  
202 completed with information that can be obtained without a right of entry. All  
203 nominations will be submitted by USACE to the THC in draft form within 24  
204 months of the undertaking, and resubmitted until the document is accepted by the  
205 THC and the National Park Service  
206

207 **(4) Educational Materials**  
208

209 A. The historic context developed in Stipulation (a)(1) above will be used to  
210 develop a training module to be available for use in the Fort Worth Independent  
211 School District (FWISD) to educate students on the history of the Central City  
212 area and to gain understanding of the importance of the built and natural  
213 environment in relationship with historical context. The training module will be  
214 developed in consultation with the FWISD to meet their curriculum specific  
215 needs.  
216

217 The training module will be complete and ready for use by the FWISD before 24  
218 months from the USACE receiving funding for this activity.  
219

220 B. From the historic context developed in Stipulation (A) (1) above, the USACE  
221 will contract a interpretive materials study that will recommend a comprehensive  
222 approach to provide interpretive materials to the general public concerning the  
223 history and significance of the project area APE and locations of historical  
224 interest. The document will provide detailed suggestions and prototypes of  
225 interpretive materials and displays that can be incorporated in private  
226 development and the public streetscape as the project is realized. Actual  
227 implementation of the study is dependent upon future funding by others.  
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**(5) Protection of NRHP Properties by the City of Fort Worth**

The USACE has no control over the subsequent build out by private development resulting from this undertaking in the coming years or any method available to influence the protection of historic properties outside of a federal undertaking.

Therefore, the City of Fort Worth will enforce all current measures in-place to promote the protection of NRHP eligible structures that have the potential of being affected by the Central City project. These measures are:

Properties currently designated by the City of Fort Worth as Demolition Delay, Historic and Cultural Landmark or Highly Significant Endangered will be reviewed for all actions taken, which may alter or demolish in whole or in part the property, including any change to the appearance or materials. This review will require a public hearing before the Historic and Cultural Landmarks Commission (HCLC) and may result in the approval or denial of any request.

Written notification will be sent via standard mail to the property owners of all eligible properties providing information about the local designation process, benefits and types of designation, and obligations associated with ownership of a locally designated historic property, as follows:

- A. Demolition Delay: Properties identified as resources within the City that merit protection and are subject to a delay in the issuance of a wrecking permit for a maximum of 180 days in order to explore alternatives to demolition. The structure may subsequently be changed without constraints.
- B. Historic and Cultural Landmark: Properties identified as important to the history of the City and subject to review by the HCLC for any changes to the exterior of the structure and property. Demolition permits may be granted only where loss of significance or economic hardship can be proven.
- C. Highly Significant Endangered: Properties identified as the City's most important historic sites and deemed endangered. The properties are subject to the same requirements as Historic and Cultural Landmark properties.
- D. Education of property owners about local and federal preservation incentives will be accomplished by the distribution of a booklet developed in conjunction with the THC that outlines options available to owners of historic properties.

Where owners consent to local historic designation, the City of Fort Worth will provide assistance in obtaining the desired designation. However, because the property within the Area of Potential Effect is located within Tax Increment Finance District #9, created in December 2003, any property designated after that

275 date will not be eligible for the City tax incentives available to locally designated  
276 properties until after the retirement of the district.

277  
278 (6). Design Review Process

279  
280 A. USACE Design Review

281  
282 In consultation with THC, the USACE will seek methods to avoid or  
283 minimize any adverse visual effects of construction activities of this  
284 undertaking within the APE as described in this agreement

- 285  
286  
287 1. THC will designate a primary point of contact for review.  
288 Contact can be changed by notifying signatories.  
289  
290 2. USACE will designate a primary point of contact for review.  
291 Contact can be changed by notifying signatories.  
292  
293 3. At or before 30% completion, the signatories and concurring  
294 parties will consult to determine if any elements will require  
295 further review, and to what extent.  
296  
297 4. After each submittal, the THC will have a 30-day  
298 comment/review period and an additional 45-day comment/review  
299 period to resolve comments with the USACE.  
300  
301 5. Should the USACE and the THC not be able to resolve issues  
302 after these two review/comments periods regarding the  
303 appropriateness of the design, the dispute resolution clause of this  
304 agreement shall apply.  
305

306 B. City of Fort Worth Design Review (Relating to Non-TxDOT aspects of  
307 Central City)

308  
309 In consultation with TX SHPO and other interested parties, the City of  
310 Fort Worth will seek methods to avoid or minimize any adverse effects of  
311 City designed, constructed, or sponsored physical infrastructure within the  
312 APE related to or necessitated by this undertaking.

- 313  
314 1. Designs will be submitted to the TX SHPO for a 30-day review  
315 and comment period.  
316  
317 2. Should the City and TX SHPO not be able to resolve issues  
318 regarding the appropriateness of the design, the dispute  
319 resolution clause of this agreement shall apply.  
320

321 **(B.) ARCHEOLOGY**

322

323 The USACE will ensure the following stipulations are carried out concerning  
324 archaeological resources within the footprint of the USACE Central City construction  
325 project. The construction footprint constitutes the APE for archaeological resources:

326 **(1) Identification of Historic Properties**

327 a. Survey. The USACE shall identify historic properties within the  
328 construction footprint of the USACE project by having the entire APE  
329 surveyed by professional archaeologists meeting the Secretary of the  
330 Interior's professional qualification standards as defined in the Federal  
331 Register Volume 48 No. 190 page 44738.

332 b. Determination of National Register Eligibility. The USACE, in  
333 consultation with the SHPO, will seek to determine which cultural  
334 resources located during the survey are eligible for inclusion in the NRHP  
335 accordance with 36CFR Part 800.4.

336 c. Test Excavations. In the event that additional information is required to  
337 assess the eligibility of any cultural resources for inclusion in the NRHP,  
338 the USACE and SHPO shall consult to prepare a test excavation plan.

339 **(2) Determination of Effect**

340 a. The USACE shall assess the effect of the undertaking on all historic  
341 properties within the construction APE in consultation with the SHPO and  
342 the Council in accordance with 36 CFR Part 800.5

343 b. If the effect will be adverse, as defined in 36 CFR Part 800.5, the USACE  
344 will develop a treatment plan.

345 **(3) Treatment of Historic Properties**

346 a. Avoidance. Whenever possible, historic properties will be avoided by  
347 project impacts and protected in place.

348 b. Data Recovery Plan. A detailed data recovery plan shall be developed by  
349 the USACE in consultation with the SHPO for those historic properties to  
350 which impacts cannot be avoided. After each submittal, the THC will  
351 have a 30-day comment/review period and an additional 45-day  
352 comment/review period to resolve comments with the USACE. Should the  
353 USACE and the THC not be able to resolve issues after these two  
354 review/comments periods regarding the appropriateness of the design, the  
355 dispute resolution clause of this agreement shall apply. The plan shall  
356 specify, at a minimum:

357 i. the historic property, properties, or portions of properties where data  
358 recovery is to be carried out;

359 ii. any historic property, properties, or portions of properties that will  
360 be destroyed/altered/transferred without data recovery;

361 iii. the research questions to be addressed through the data recovery

- 362 iv. the methods to be used, with explanation of their relevance to the  
363 research questions
- 364 v. the methods to be used in analysis, data management, and  
365 dissemination of data, including a schedule;
- 366 vi. the proposed disposition of recovered materials and records;
- 367 vii. proposed methods for involving the interested public in the data  
368 recovery including, but no limited to methods by which Federally  
369 recognized Indian Tribes who historically used this region or continue to  
370 use the area, will be kept informed of the work and afforded the  
371 opportunity to participate;
- 372 viii. proposed methods for disseminating the results of the work to the  
373 interested public and to appropriate Federally recognized Indian  
374 Tribes who historically used this region or continue to use the area; and
- 375 ix. proposed schedule for the submission of progress reports to the  
376 SHPO.

377 If necessary, additional property-specific data recovery strategies will be  
378 developed within the overall framework of the data recovery plan for direction of  
379 work at individual properties or groups of properties. The need for such  
380 additional strategies will be determined in consultation with the SHPO.

381 (4) Treatment of Human Remains. Treatment of human remains, including  
382 prehistoric and historic burials, will be carried out in accordance with a  
383 comprehensive plan detailed in the research design developed under  
384 stipulation (3)b.

385 (5) Discovery

386 a. If previously unidentified cultural resources are identified during  
387 construction, construction shall stop in the vicinity of the resource, and the  
388 USACE cultural resources technical point of contract shall be notified  
389 within 24 hours of the discovery.

390 b. The USACE shall immediately notify the SHPO. Within 48 hours of  
391 notification, field assessment will be undertaken. Assessment of the site  
392 by the USACE under 36 CFR Part 60 will be completed within 5 days or  
393 less of discovery.

394 c. If the cultural resource is determined to be eligible for inclusion in the  
395 NRHP, a treatment plan will be specified by the USACE within 10 days of  
396 assessment in consultation with the SHPO.

397 (6) Reporting

398 Upon completion of each major phase of work (survey, testing, or data  
399 recovery), draft reports shall be submitted to the USACE and the SHPO.  
400 Comments shall be provided to the USACE within 30 calendar days from  
401 receipt. The SHPO will be provided 20 copies of the final report. The final  
402 report will be distributed among interested parties, including the appropriate



403 federally-recognized Indian Tribes according to a plan prepared by the  
404 USACE and consulting parties.

405  
406  
407 **2. Document Review and Comment:**  
408

409 The THC will be afforded thirty (30) days after receipt to comment on any  
410 documentation submitted by the USACE.

411  
412 **3. Notification and Annual Reporting**  
413

414 1. Concurring Parties may request to receive copies from the USACE of anything  
415 submitted to the THC under Design Review per stipulation I.A.6.

416  
417 2. The USACE will provide all parties an annual update of all activities pertaining to the  
418 stipulations of this agreement within 30 days of each anniversary of signing the  
419 agreement.

420  
421 **4. Dispute Resolution:**  
422

423 Should any party to this agreement object at any time to any actions proposed or the  
424 manner in which the terms of this PA are implemented, **the USACE** shall consult with  
425 the objecting party(ies) to resolve the objection. If **the USACE** determines, within 30  
426 days, that such objection(s) cannot be resolved, **the USACE** will:

427  
428 A. Forward all documentation relevant to the dispute to the Council in  
429 accordance with 36 CFR Part 800.2(b)(2). Upon receipt of adequate  
430 documentation, the Council shall review and advise the USACE on the resolution  
431 of the objection within 30 days. Any comment provided by the Council, and all  
432 comments from the parties to the PA, will be taken into account by **the USACE**  
433 in reaching a final decision regarding the dispute.

434  
435 B. If the Council does not provide comments regarding the dispute within 30  
436 days after receipt of adequate documentation, the USACE may render a decision  
437 regarding the dispute. In reaching its decision, the USACE will take into account  
438 all comments regarding the dispute from the parties to the PA.

439  
440 C. **The USACE** responsibility to carry out all other actions subject to the terms  
441 of this PA that are not the subject of the dispute remain unchanged. **The USACE**  
442 will notify all parties of its decision in writing before implementing that portion of  
443 the undertaking subject to dispute under this stipulation. **The USACE** decision  
444 will be final.

449 **5. Duration, Amendments and Termination:**

450

451 This agreement will be null and void if its terms are not carried out within fifteen (15)  
452 years from the date of its execution. Prior to such time, the USACE may consult with the  
453 other signatories to reconsider the terms of the agreement and amend in accordance with  
454 this stipulation.

455

456 Any party to this agreement may propose, in writing, to USACE the terms and/or  
457 stipulations of this agreement to be amended. USACE will consult with the other parties  
458 to this agreement to consider such an amendment.

459

460 Any party to this agreement may terminate it by providing thirty (30) days notice to the  
461 other parties, provided that the parties will consult during the period prior to termination  
462 to seek agreement on amendments or other actions that would avoid termination. In the  
463 event of termination, USACE will comply with 36 CFR Part 800. with regard to the  
464 activities covered by this agreement.

465

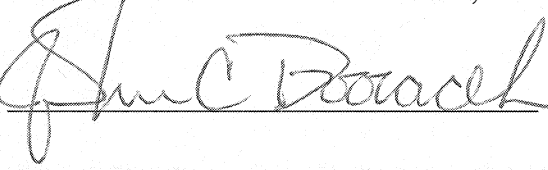
466 Execution and implementation of this agreement evidences that USACE has satisfied its  
467 Section 106 and 110 responsibilities for the undertaking.

468

469 **US ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT**

470

471

472 By:  Date 21 MAR 2006

473

474

475 **TEXAS HISTORICAL COMMISSION**

476

477

478 By:  Date 03.17.06

479

480 **CITY OF FORT WORTH**

481

482

483 By:  Date 3-30-06

484 Parties invited to Concur:

485

486 Tarrant Regional Water District

487

488 By: [Signature] Date 6/30/06

489

490

491 Tarrant County

492

493 By: [Signature] Date 8/29/06

494

495

496 The National Trust for Historic Preservation

497

498

499 By: \_\_\_\_\_ Date \_\_\_\_\_

500

501

502 Historic Fort Worth, Inc.

503

504

505 By: [Signature] Date 8/24/06

506

507

508 North Fort Worth Historical Society

509

510 By: [Signature] Date 07/11/06

511

512

513 Tarrant County Historical Commission

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515 By: [Signature] Date 8/31/06

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518 Historic Landmarks, Inc.

519

520 By: [Signature] Date 10/2/06

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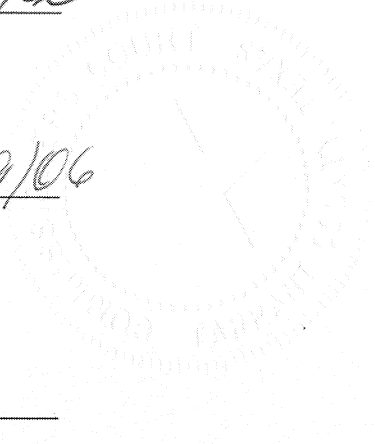
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523 City of Fort Worth Historic and Cultural Landmarks Commission

524

525 By: [Signature] Date 6-28-06

526



# ATTACHMENT A

## NRHP-Eligible Pre-1966 Buildings, Structures, and Landscapes within the Central City APE

Address	Central City Survey Property Number	Year Built	Theme	Description	Integrity	Effect	Eligibility Status
Fort Worth Power and Light/TXU	1-A	1910	Industry	Masonry multi-storied structures with arched windows.	High	No Adverse	Eligible A, C
Fort Worth Power and Light/TXU	1-B	1940	Industry	Concrete Retention Pond	Moderate	No Adverse	Eligible A, C
Fort Worth Power and Light/TXU	1-C	1940	Industry	Concrete Intake Station	Moderate	No Adverse	Eligible A, C
Fort Worth Power and Light/TXU	1-F	1940	Industry	One story masonry with arched windows	High	No Adverse	Eligible A, C
Fort Worth Power and Light/TXU	1-G	Circa 1940	Industry	Smokestacks  (Demolished 9/2005)	High	No Adverse	Eligible A, C
818 North Main <i>Bud Sellers Auto</i>	40	c 1921	Industry	Brick masonry with colored design patterns; sheet metal building in back with newer 2-bay addition.	Moderate	No Adverse	Eligible A, C
834-842 North Main <i>Texas Refinery Co.</i>	50	c 1928	Industry	Masonry and stucco, tile roof accent; Spanish style.	High	No Adverse	Eligible A, C
900 North Main <i>Walter Dearman Truck</i>	53	c 1946	Industry	One story metal frame with bowstring truss roof. CMU administration building attached to front.	High	Adverse	Eligible A, C
909 North Main <i>Texas Refinery Co.</i>	52	1946	Industry	One story flat roof masonry, glass block windows.	Poor	Adverse	Eligible A, C
917/919 North Main <i>Texas Refinery Co.</i>	56/57	c 1946	Industry	One story masonry steel windows.	High	Adverse	Eligible A, C
1012 North Main <i>Ellis Pecan Company</i>	62	1926	Social History/ Commerce	Brick auditorium; arched steel sash window.	High	No Adverse	Eligible A, C
601 North Throckmorton <i>Hutchinson Pipe &amp; Waste Material Co.</i>	13-A	1940	Industry	Block masonry with shingled barrel vault roof.	High	Adverse	Eligible A, C
601 North Throckmorton <i>Hutchinson Pipe &amp; Waste Material Co.</i>	13-B	1940	Industry	Block masonry with sheet metal building on a concrete foundation	High	Adverse	Eligible A, C

Table I-1 (cont'd)

Address	Central City Survey Property Number	Year Built	Theme	Description	Integrity	Effect	Eligibility Status
806 North Throckmorton <i>Southwestern Brass Works</i>	42-A	1927	Industry	Sheet metal manufacturing building; original materials.	High	Adverse	Eligible A, C
806 North Throckmorton <i>Southwestern Brass Works</i>	42-B	1927	Industry	Single story wood frame.	High	Adverse	Eligible A
901 North Throckmorton <i>McKinley Iron Works</i>	47-A	1931	Industry	Two story masonry.	Moderate	Adverse	Eligible A, C
901 North Throckmorton <i>McKinley Iron Works</i>	47-B	1931	Industry	Two story masonry.	Moderate	Adverse	Eligible A, C
901 North Throckmorton <i>McKinley Iron Works</i>	47-C	c 1945	Industry	One story masonry loading dock.	High	Adverse	Eligible A, C
609 North Houston <i>Hobbs Trailers</i>	14	1950	Industry	Brick masonry; concrete construction with large plate glass; shingle roof accent	Moderate	Adverse	Eligible A, C
841 North Houston <i>McKinley Iron Works</i>	48-A	1935	Industry	One story metal frame corrugated siding, bowstring roof truss.	High	Adverse	Eligible A, C
205 North 7 <sup>th</sup> Street <i>National Educators Life Warehouse</i>	31	1949	Industry	Two story brick Moderne; steel sash windows; limestone banding.	High	Adverse	Eligible A, C
625 North Commerce <i>Hobbs Trailers</i>	15	1928	Industry	One story metal frame corrugated siding.	High	No Adverse	Eligible A, C
648 North Commerce <i>Carruthers Stone</i>	18	1930	Industry	One story metal corrugated siding.	High	No Adverse	Eligible A, C
1024 North Commerce <i>Western Paint &amp; Roofing</i>	64	1920	Industry	One story load bearing brick; clerestory lighting.	High	No Adverse	Eligible A, C
825 North Calhoun	46	1947	Industry	Dual one story metal buildings with bow truss roof.	Moderate	No Adverse	Eligible A, C
1107 North Calhoun <i>Machine Shop</i>	65	1939	Industry	One story load bearing brick; clearstory lighting.	High	No Adverse	Eligible A, C

Table I-1 (cont'd)

Address	Central City Survey Property Number	Year Built	Theme	Description	Integrity	Effect	Eligibility Status
336 Greenleaf Street	70	1925	Residential	Single family residence; wood frame with corrugated metal roof; possible addition to side of house.	Moderate	No Adverse	Eligible A, C
701 North Henderson <i>Triple A Package Store</i>	87	1946	Industry	One story masonry Streamline Moderne.	High	No Adverse	Eligible A, C
900 Woodward <i>City of Fort Worth</i>	96-A	1940	Industry	Two story masonry incinerator.	High	No Adverse	Eligible A, C
Henderson Street Bridge	101	1930	Transportation/Engineering	Open span steel concrete arch.	High	No Adverse	Eligible A, C
SL, SF and Texas Railway Bridge	102	1902	Transportation/Engineering	Iron through-truss span with concrete piers	High	No Adverse	Eligible A, C
Paddock Viaduct	103	1902	Transportation/Engineering	Long timber trestles, with steel truss supported by concrete piers.	High	No Adverse	NRHP-listed
Flood Control System	104	1910-1957	Flood Control Development/Engineering	Levees, sumps, sluices, Nutt Dam, USGS Water Gauge	Moderate-High	Adverse	Eligible A, C
Tarrant County Courthouse	107	1895	Community Development	Four story granite Renaissance Revival courthouse	High	No Adverse	NRHP-listed

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

WHEREAS, this Amendment to the Programmatic Agreement (Amendment) is entered into by and between the United States Army Corps of Engineers, Fort Worth District (USACE), the Texas State Historic Preservation Officer (SHPO), and the City of Fort Worth, Texas; and

WHEREAS, the original programmatic agreement was executed on March 30, 2006, with the term of the agreement identified as fifteen (15) years from the date of execution; and

WHEREAS, subsequent project delays necessitate the reexamination of the stipulations of the original Agreement; and

WHEREAS, the USACE, in consultation with the SHPO, has determined that the undertaking will have an adverse effect upon properties eligible for the National Register of Historic Properties (NRHP); and

WHEREAS, the USACE, City of Fort Worth, and SHPO, recognize this determination and agree that the extension of the programmatic agreement for a period of one (1) year will allow the continued implementation of mitigation measures until a thorough review and revision of the Agreement can be conducted; and

WHEREAS, the USACE will send a copy of this executed amendment to the Advisory Council on Historic Preservation (ACHP);

NOW, THEREFORE, in accordance with Stipulation 5 of the Agreement, the USACE, City of Fort Worth, and SHPO agree to amend the Agreement as follows:

**STIPULATION**

1. Amend Stipulation 5 to read as follows:

This PA will be null and void if its terms are not carried out by March 30, 2022. Prior to such time, the USACE may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with this stipulation.

Any party to this agreement may propose, in writing, to the USACE the terms and/or stipulations of this agreement to be amended. USACE will consult with the other parties to this agreement to consider such an amendment.

Any party to this agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid

termination. In the event of termination, the USACE will comply with 36 C.F.R. Part 800 with regard to the activities covered by this agreement.

Execution and implementation of this agreement evidences that the USACE has satisfied its Section 106 responsibilities for the undertaking.



*Signature Page for the U.S. Army Corps of Engineers, Fort Worth District*

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

**Execution and Implementation** of this agreement of its terms, provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Portion of the Trinity River Vision Master Plan, and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Portion of the Trinity River Master Plan on historic properties.

**Signatories** include the USACE, SHPO, and the City of Fort Worth. Separate signature pages for each agency follow.

**Signatory**

**U.S. Army Corps of Engineers, Fort Worth District**

REED.KENNETH.NORRIS.1112 126623 Digitally signed by  
REED.KENNETH.NORRIS.1112126623  
Date: 2021.03.29 19:46:36 -05'00'

Date: \_\_\_\_\_

Kenneth N. Reed, PMP  
Colonel, U.S. Army  
District Engineer

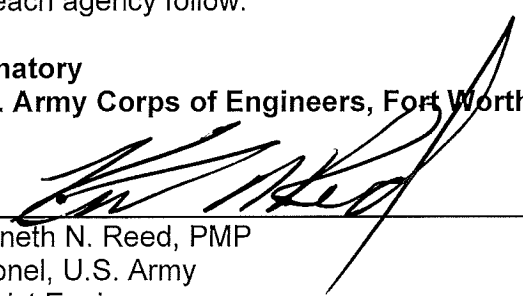
*Signature Page for the U.S. Army Corps of Engineers, Fort Worth District*

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

**Execution and Implementation** of this agreement of its terms, provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Portion of the Trinity River Vision Master Plan, and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Portion of the Trinity River Master Plan on historic properties.

**Signatories** include the USACE, SHPO, and the City of Fort Worth. Separate signature pages for each agency follow.

**Signatory**  
**U.S. Army Corps of Engineers, Fort Worth District**

  
\_\_\_\_\_  
Kenneth N. Reed, PMP  
Colonel, U.S. Army  
District Engineer

31 MAR 2021

Date: \_\_\_\_\_

*Signature Page for the City of Fort Worth, Texas*

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

**Execution and Implementation** of this agreement of its terms, provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Portion of the Trinity River Vision Master Plan, and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Portion of the Trinity River Master Plan on historic properties.

**Signatories** include the USACE, SHPO, and the City of Fort Worth. Separate signature pages for each agency follow.

**Invited Signatory**  
**City of Fort Worth**

  
\_\_\_\_\_  
DANA BURGHDOFF  
ASSISTANT CITY MANAGER

Date: 3/25/2021


*Signature Page for the State Historic Preservation Officer*

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

**Execution and Implementation** of this agreement of its terms, provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Portion of the Trinity River Vision Master Plan, and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Portion of the Trinity River Master Plan on historic properties.

**Signatories** include the USACE, SHPO, and the City of Fort Worth. Separate signature pages for each agency follow.

**Signatory**  
**Texas Historical Commission**

  
\_\_\_\_\_  
MARK WOLFE  
STATE HISTORIC PRESERVATION OFFICER

Date: 3/26/21

*Signature Page for the Tarrant Regional Water District*

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

**Execution and Implementation** of this agreement of its terms, provides confirmation that the USACE has afforded all parties an opportunity to comment on the Central City Portion of the Trinity River Vision Master Plan, and its effects on historic properties, and that the USACE has taken into account the effects of the Central City Portion of the Trinity River Master Plan on historic properties.

**Signatories** include the USACE, SHPO, and the City of Fort Worth.

**Concurring Party**  
**Tarrant Regional Water District**



Date: 4/27/2021

Woody Frossard  
Environmental Division Director

*Signature Page for the City of Fort Worth Historic and Cultural Landmarks Commission*

FIRST AMENDMENT TO  
PROGRAMMATIC AGREEMENT  
AMONG  
THE U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT,  
THE CITY OF FORT WORTH, TEXAS,  
AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE IMPLEMENTATION OF THE CENTRAL CITY PORTION OF THE TRINITY  
RIVER VISION MASTER PLAN, FORT WORTH, TEXAS (AGREEMENT)

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**Signatories** include the USACE, SHPO, and the City of Fort Worth.

**Concurring Party**  
**City of Fort Worth Historic and Cultural Landmarks Commission**

  
\_\_\_\_\_  
Brandon Allen  
Chair - Historic & Cultural Landmarks Commission

Date: 5/31/21

Appendix C  
Previously Constructed Elements of the Modified Central City  
Project, Historic Properties Identification and Resolution of Effects  
Efforts

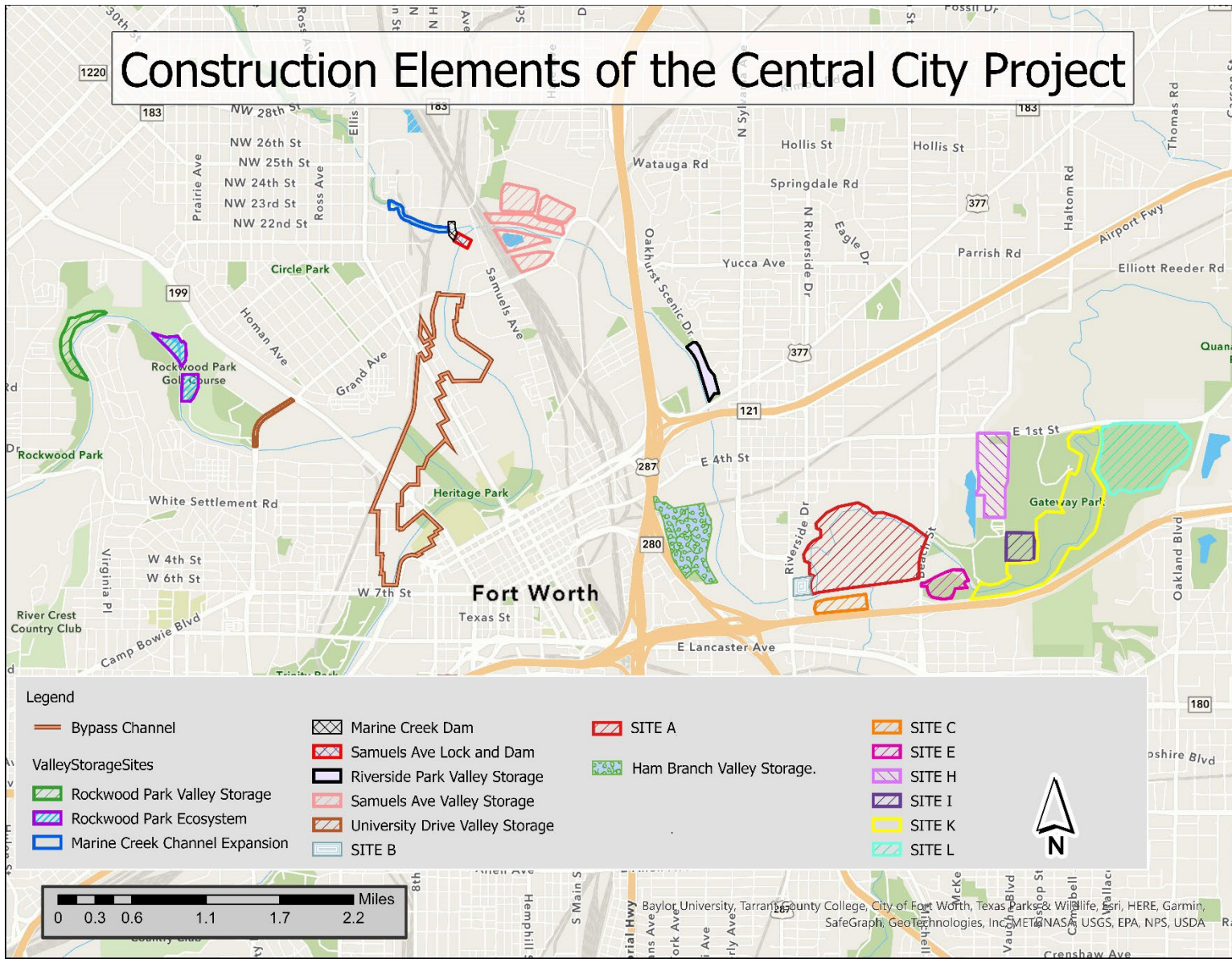


Figure 3 Map of the entire Modified Central City project depicting previously constructed elements and unconstructed elements.



The following elements of the Modified Central City Project were constructed under the original agreement: Samuels Avenue Valley Storage, Riverside Park Valley storage, Ham Branch Valley Storage, Site A, Site C, and Site H elements were constructed under the Original Agreement, which implemented Sites I and L for deposition of excavated material (see Figure 4 below).

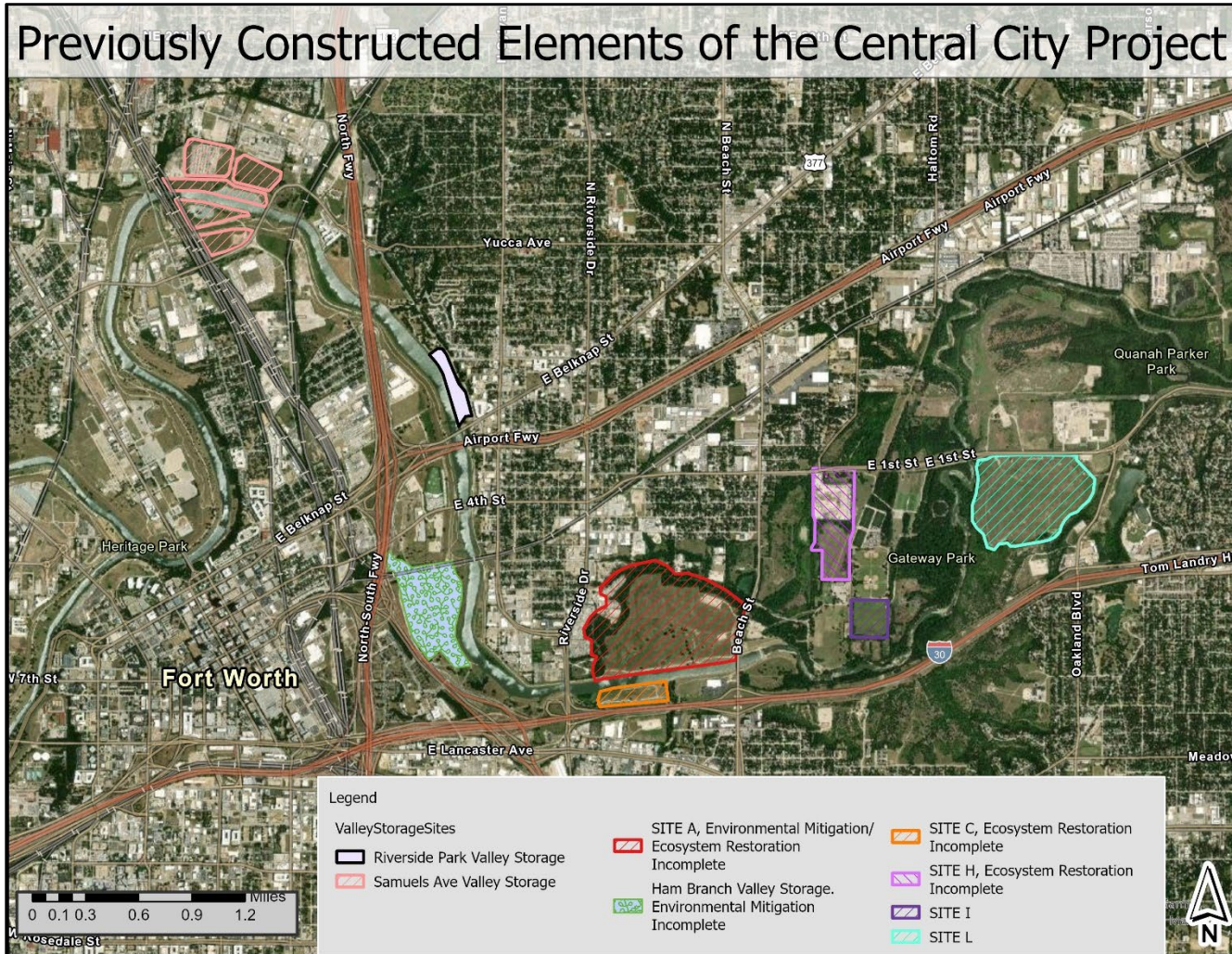


Figure 4

## Previous Archaeological Surveys and Data Recovery Conducted for the Central City Undertaking

Report	Site Number	NRHP Eligibility	Mitigation
"Cultural Resources Assessment of Riverside Oxbow Environmental Restoration Fort Worth, Tarrant County, Texas" by Geo-Marine, Inc. 2004	41TR198	Eligible	Data Recovery conducted and documented in the report "Archaeological Data Recovery (41TR198) and Survey within the Riverside Oxbow Project Tarrant County, Texas" by Geo-Marine, Inc. 2011
"The Big Dig: Archeological and Geoarcheological Survey of the Central City Modified Project Fort Worth, Tarrant County, Texas" by Stell Environmental and Amatera Environmental, Inc. 2016	41TR285	Ineligible	
	41TR286	Ineligible	
	41TR287	Ineligible	
	41TR289	Ineligible	
	41TR288	Undetermined	Rockwood Valley Park Storage not yet designed/constructed. Report stated that a redesign would avoid impacts to the site or the site would be tested if this is not feasible.
"Geoarcheological Coring of the Central City Hydraulic Mitigation Areas, Fort Worth, Tarrant County, Texas" By Geo-Marine, Inc. 2005	41TR202	Undetermined	No longer within APE
	41TR203*	Undetermined	No longer extant nor within APE; fully mitigated with data recovery by TxDOT/FHWA in 2019.
	Temp. Site 3	Undetermined	No longer within APE
	41TR204	Undetermined	No longer within APE
	41TR160	Undetermined	No longer within APE

\* Site 41TR203 was subsequently determined Eligible for the NRHP by TxDOT (FHWA) with concurrence from THC in 2016. A report prepared by Shipp, et al. (2019) documents that the site was mitigated prior to the expansion of I-35W and is no longer extant (TAP #s 6673 and 6753; TASA Abstract #8100022702).

**Architectural Historic Properties Identified in *Below the Bluff, Development at the Confluence of the West and Clear Fork of the Trinity River, 1849-1966 Expanded Edition* and Mitigation**

Address	Central City Survey Property Number	Year Built	Theme	Potential Impacts	Eligibility Status	Mitigation
Fort Worth Power and Light/TXU	1-A	1911 - 1912	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
Fort Worth Power and Light/TXU	1-B	1940	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
Fort Worth Power and Light/TXU	1-C	1940	Industry/ Commerce	Direct	Eligible A, C	Recordation
Fort Worth Power and Light/TXU	1-F	1940	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
Fort Worth Power and Light/TXU	1-G	ca 1940	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
501 North Main <i>Bottling works</i>	5	ca 1930	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
818 North Main <i>Bud Sellers</i>	40	ca 1921	Industry/ Commerce	Direct	Eligible A, C	Recordation
832 North Main	50-A	ca 1928	Industry/ Commerce	Direct	Eligible A, C	Recordation
840 North Main	50-B	ca 1936	Industry/ Commerce	Direct	Eligible A, C	Recordation
842 North Main <i>Texas Refinery</i>	50-C	ca 1928	Industry/ Commerce	Direct	Eligible A, C	Recordation
900 North Main <i>Lumber yard office</i>	53-A	ca 1925	Industry/ Commerce	Direct	Eligible A, C	Recordation
900 North Main <i>Walter Dearman Truck</i>	53-B	1945 - 1946	Industry/ Commerce	Direct	Eligible A, C	Recordation
917 North Main <i>Texas Refinery</i>	56	ca 1938, ca 1946	Industry/ Commerce	Direct	Eligible A, C	Recordation
921 North Main <i>Store and lab</i>	57	ca 1950	Industry/ Commerce	Direct	Eligible A, C	Recordation
1012 North Main <i>KKK/Ellis Pecan</i>	62	1926	Social History/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
529-541 North Throckmorton	3-A	1940	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
601 North Throckmorton <i>Hutchison Pipe &amp; Waste Material Co.</i>	13-A	ca 1937	Industry/ Commerce	Direct	Eligible A, C	Recordation
601 North Throckmorton <i>Hutchison Pipe &amp; Waste Material Co.</i>	13-B	ca 1937	Industry/ Commerce	Direct	Eligible A, C	Recordation
806 North Throckmorton <i>Southwestern Brass Works</i>	42-A	ca 1927	Industry/ Commerce	Direct	Eligible A, C	Recordation

Address	Central City Survey Property Number	Year Built	Theme	Potential Impacts	Eligibility Status	Mitigation
901 North Throckmorton <i>McKinley Iron Works</i>	47-A	ca 1931	Industry/ Commerce	Direct	Eligible A, C	Recordation
901 North Throckmorton <i>McKinley Iron Works</i>	47-B	1941	Industry/ Commerce	Direct	Eligible A, C	Recordation
609 North Houston <i>Hobbs Trailers</i>	14	1950 - 1951	Industry/ Commerce	Direct	Eligible A, C	Recordation
841 North Houston <i>Texas Refinery</i>	48-A	ca 1946	Industry/ Commerce	Direct	Eligible A, C	Recordation
At terminus of North Houston <i>Texas Refinery</i>	48-C	1945	Industry/ Commerce	Direct	Eligible A, C	Recordation
201 NE Seventh <i>Electrical supplies</i>	41	1948	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
205 NW Seventh <i>National Educators Life Warehouse</i>	31	1949	Industry/ Commerce	Direct	Eligible A, C	Recordation
625 North Commerce <i>Hobbs Trailers</i>	15	1928	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
648 North Commerce <i>Carruthers Stone</i>	18	1930	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
1024 North Commerce <i>Western Paint &amp; Roofing</i>	64	1931	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
825 North Calhoun <i>Quonset hut warehouse</i>	46	1947	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
1100 North Commerce <sup>3</sup> <i>Rector Well</i>	65	1930	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
336 Greenleaf Street <i>Residence</i>	70	1925	Residential	Indirect	Eligible A, C	Recordation and NRHP Nomination
701 North Henderson <i>AAA Package Store</i>	87	1946	Industry/ Commerce	Direct	Eligible A, C	Recordation
1809 White Settlement Road <i>Auto repair</i>	81	1949	Industry/ Commerce	Direct	Eligible A, C	Recordation
900 Woodward <i>City of Fort Worth incinerator</i>	96-A	1952	Industry/ Commerce	Indirect	Eligible A, C	Recordation and NRHP Nomination
Henderson Street Bridge	101	1930	Transportation/ Engineering	Indirect	Eligible A, C	Recordation and NRHP Nomination

Address	Central City Survey Property Number	Year Built	Theme	Potential Impacts	Eligibility Status	Mitigation
SL, SF and Texas Railway Bridge	102	1902	Transportation/ Engineering	Indirect	Eligible A, C	Recordation and NRHP Nomination
Paddock Viaduct	103	1914	Transportation/ Engineering	Indirect	NRHP-listed	Recordation and NRHP Nomination
Flood Control System	104	1910 - 1957	Flood Control Development/ Engineering	Direct	Eligible A, C	Recordation
Tarrant County Courthouse	107	1895	Community Development	Indirect	NRHP-listed	Recordation and NRHP Nomination

Architectural recordation based on the HABS guidelines was conducted by Geo-Marine and incorporated as Appendix A in *Below the Bluff: Urban Development at the Confluence of the West Fork and Clear Fork of the Trinity River, 1849-1965 – Expanded Edition*. Large format photography was conducted by Joseph Murphey in 2008 and incorporated into *Below the Bluff: Urban Development at the Confluence of the West Fork and Clear Fork of the Trinity River, 1849-1965 – Expanded Edition* as Appendix B. The recordation of all eligible properties contributed to the development of the educational materials as stipulated in the original PA resulting in a document titled *From Fort to City: A Training Module for Fort Worth Independent School District Teachers and Students* by Donna Koch and Christina Stelzl, prepared by Geo-Marine, Inc. in 2009. NRHP Nomination forms were written by Geo-Marine, Inc. in 2008.