



U.S. Department
of Transportation
**Federal Highway
Administration**

1200 New Jersey Avenue, SE
Washington, D.C. 20590

JUN 15 2011

In Reply Refer To: HCR-40
DOT #2010-0201

(b) (6)

Dear **(b) (6)**

This is in reference to your complaint of discrimination, dated April 8, 2010, filed on behalf of the **(b) (6)** against the City of Houston (City) and the Texas Department of Transportation (TxDOT). In your complaint, you alleged violations of Title VI of the Civil Rights Act of 1964 (Title VI) based on race, African American.

The allegations raised in your complaint pertain to a contractual relationship that allegedly exists between the **(b) (6)**, the City, and the TxDOT regarding the **(b) (6)**'s Town Trolley Project. The evidence obtained during the investigation shows that the City and the TxDOT have a project for the repair and reconstruction of brick streets on Andrews and Wilson Streets in the **(b) (6)**'s Town Historic District. The project also includes funds for a trolley car and funds for business redevelopment.

The City and TxDOT are completing the project under an "Agreement for the Development of a Texas Statewide Transportation Enhancement Project" (Agreement) signed by both parties. The **(b) (6)** is not a signatory to the Agreement.

The specific issues raised in your complaint are outlined and addressed below:

Issue #1: Whether the City failed to invite the **(b) (6) to project meetings.**

- Records show that the City held numerous public meetings where the **(b) (6)** was invited and has been working with the community to address concerns raised.

Issue #2: Whether the City hired a landscape architect without **(b) (6)'s input.**

- The **(b) (6)** does not have the authority to direct the City concerning hiring contractors for the project.



Issue #3: Whether the City failed to follow the Texas Historical Commission's Section 106 Reviews for determination of impacts to historical sites. Specifically, you alleged that the (b) (6) is a historical district and bricks from the streets in the project area are being transported to other areas of the Town.

- There is no evidence to support your claim that the City transported bricks from the project area to other areas of the Town.

Issue #4: Whether the City paid a contractor (b) (6) approximately \$1.5 million for work that had already been completed.


- The payment of contractors is the responsibility of the parties of the Agreement and does not require approval by the (b) (6)

Issue #5: Whether the TxDOT was aware of the above-referenced allegations and allowed the City to violate State laws and regulations.

- There is no evidence to show that the City and TxDOT violated State laws and regulations.

The evidence obtained during the investigation does not support your allegations that the City and the TxDOT violated Title VI. This concludes processing of this matter and no further action will be taken by the FHWA.

Sincerely yours,



Brenda F. Armstead
Director, Investigation and Adjudications



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of Transportation
**Federal Highway
Administration**

JUN 15 2011

1200 New Jersey Avenue, SE
Washington, D.C. 20590

In Reply Refer To: HCR-40
DOT #2010-0201

Mr. Daniel W. Krueger
Director
Department of Public Works and Engineering
611 Walker
Houston, Texas 77002

Dear Mr. Krueger:

This is in reference to the complaint of discrimination, dated April 8, 2010, by (b) (6) (b) (6) filed on behalf of the (b) (6) against the City of Houston (City) and the Texas Department of Transportation (TxDOT). In the complaint, (b) (6) alleged violations of Title VI of the Civil Rights Act of 1964 (Title VI) based on race, African American.

The allegations raised in the complaint pertain to a contractual relationship that allegedly exists between the (b) (6) the City, and the TxDOT regarding the (b) (6)'s Town Trolley Project. The evidence obtained during the investigation shows that the City and the TxDOT have a project for the repair and reconstruction of brick streets on Andrews and Wilson Streets in the (b) (6)'s Town Historic District. The project also includes funds for a trolley car and funds for business redevelopment.

The City and TxDOT are completing the project under an "Agreement for the Development of a Texas Statewide Transportation Enhancement Project" (Agreement) signed by both parties. The (b) (6) is not a signatory to the Agreement.

The specific issues raised in the complaint are outlined and addressed below:

Issue #1: Whether the City failed to invite the (b) (6) to project meetings.

- Records show that the City held numerous public meetings where the (b) (6) was invited and has been working with the community to address concerns raised.

Issue #2: Whether the City hired a landscape architect without (b) (6)'s input.

- The (b) (6) does not have the authority to direct the City concerning hiring contractors for the project.



Issue #3: Whether the City failed to follow the Texas Historical Commission's Section 106 Reviews for determination of impacts to historical sites. Specifically, (b) (6) alleged that the (b) (6) is a historical district and bricks from the streets in the project area are being transported to other areas of the Town.

- There is no evidence to support the claim that the City transported bricks from the project area to other areas of the Town.

Issue #4: Whether the City paid a contractor (b) (6) approximately \$1.5 million for work that had already been completed.

- The payment of contractors is the responsibility of the parties of the Agreement and does not require approval by the (b) (6)

Issue #5: Whether the TxDOT was aware of the above-referenced allegations and allowed the City to violate State laws and regulations.

- There is no evidence to show that the City and TxDOT violated State laws and regulations.

The evidence obtained during the investigation does not support (b) (6) allegations that the City and the TxDOT violated Title VI. This concludes processing of this matter and no further action will be taken by the FHWA.

Sincerely yours,



Brenda F. Armstead
Director, Investigation and Adjudications

cc:

Mr. George A. Ebert, Interim Director, Office of Civil Rights, TxDOT
Mr. Dave Tovar, Contract Compliance Section Director, Office of Civil Rights, TxDOT
Ms. Janice W. Brown, Division Administrator, FHWA (HDA-TX)
Mr. Mark Arrington, Equal Opportunity Specialist, FHWA (HDA-TX)



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DOT #2010-0201

Mr. George A. Ebert
Interim Director
Office of Civil Rights
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701-2483

Dear Mr. Ebert:

This is in reference to the complaint of discrimination, dated April 8, 2010, by (b) (6) filed on behalf of the (b) (6) against the City of Houston (City) and the Texas Department of Transportation (TxDOT). In the complaint, Ms. House alleged violations of Title VI of the Civil Rights Act of 1964 (Title VI) based on race, African American.

The allegations raised in the complaint pertain to a contractual relationship that allegedly exists between the (b) (6), the City, and the TxDOT regarding the (b) (6)'s Town Trolley Project. The evidence obtained during the investigation shows that the City and the TxDOT have a project for the repair and reconstruction of brick streets on Andrews and Wilson Streets in the (b) (6)'s Town Historic District. The project also includes funds for a trolley car and funds for business redevelopment.

The City and TxDOT are completing the project under an "Agreement for the Development of a Texas Statewide Transportation Enhancement Project" (Agreement) signed by both parties. The (b) (6) is not a signatory to the Agreement.

The specific issues raised in the complaint are outlined and addressed below:

Issue #1: Whether the City failed to invite the (b) (6) to project meetings.

- Records show that the City held numerous public meetings where the FTA was invited and has been working with the community to address concerns raised.



Issue #2: Whether the City hired a landscape architect without (b) (6)'s input.

- The (b) (6) does not have the authority to direct the City concerning hiring contractors for the project.

Issue #3: Whether the City failed to follow the Texas Historical Commission's Section 106 Reviews for determination of impacts to historical sites. Specifically, (b) (6) alleged that the (b) (6) is a historical district and bricks from the streets in the project area are being transported to other areas of the Town.

- There is no evidence to support the claim that the City transported bricks from the project area to other areas of the Town.

Issue #4: Whether the City paid a contractor (b) (6) approximately \$1.5 million for work that had already been completed.

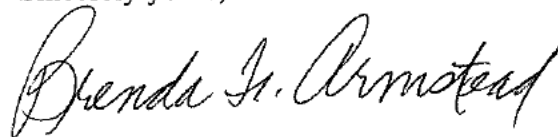
- The payment of contractors is the responsibility of the parties of the Agreement and does not require approval by the (b) (6)

Issue #5: Whether the TxDOT was aware of the above-referenced allegations and allowed the City to violate State laws and regulations.

- There is no evidence to show that the City and TxDOT violated State laws and regulations.

The evidence obtained during the investigation does not support (b) (6) allegations that the City and the TxDOT violated Title VI. This concludes processing of this matter and no further action will be taken by the FHWA.

Sincerely yours,



Brenda F. Armstead
Director, Investigation and Adjudications

cc:

Mr. Dave Tovar, Contract Compliance Section Director, Office of Civil Rights, TxDOT
Mr. Daniel W. Krueger, Director, Department of Public Works and Engineering
Ms. Janice W. Brown, Division Administrator, FHWA (HDA-TX)
Mr. Mark Arrington, Equal Opportunity Specialist, FHWA (HDA-TX)