


# DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

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## INTERDEPARTMENT CORRESPONDENCE

DATE: February 8, 2018

**FROM:**  Hiral Patel, P.E., Director of Engineering

**TO:** Engineering, Permits/Operations, Construction, Maintenance, Local Grants, Field Districts, Program Delivery, P3, and ACEC/Georgia

**SUBJECT:** **USACE Real Estate Outgrants**

This letter supersedes the policy announcement letter dated February 6, 2015, with subject "USACE Section 408". The older letter will be retained on the Policy Announcements webpage but marked as "Superseded by letter dated February 8, 2018".

On January 31, 2018, the Department and the South Atlantic Division of the U.S. Army Corps of Engineers (USACE) entered into a Memorandum of Understanding (MOU) for coordinating the review and approval of Real Estate Outgrants. A copy of the executed MOU is attached to this letter.

This agreement applies to all GDOT projects that impact real property managed by the USACE. This includes new impacts as well as changes to existing USACE real estate authorizations. A detailed process chart based on the provisions of the MOU is published on the GDOT ROADS web page<sup>1</sup>. This process will be carried out by the Office of Program Delivery and the GDOT Project Manager. Points-of-contact (POC) are defined for both the Department and USACE. A monthly status call will be held between the POCs.

Key provisions of this agreement include early coordination during the concept development phase. In addition, a pre-coordination meeting between the USACE and the GDOT Project Manager will be held in the preliminary design phase, as early as practical. At this meeting the USACE will provide a preliminary list of documents to be included in the formal Outgrant request and decide whether or not a Section 408 decision is necessary. Please refer to the MOU and GDOT USACE Real Estate Outgrant Process Chart for further details.

If you have any questions, please contact the State Roadway Hydraulic Engineer, Brad McManus, P.E., at (404) 631-1630 or by e-mail at [bmcmanus@dot.ga.gov](mailto:bmcmanus@dot.ga.gov).

BAS:DGP:mbm

Attachments: USACE/ GDOT MOU

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<sup>1</sup> ROADS web page under headings: **Manuals and Guides>Plan Development Process>Category: Flowcharts**  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
U.S. ARMY CORPS OF ENGINEERS, SOUTH ATLANTIC DIVISION  
U.S. DEPARTMENT OF THE ARMY  
AND  
GEORGIA DEPARTMENT OF TRANSPORTATION  
TO COORDINATE THE REVIEW OF TRANSPORTATION ACTIONS**

**I. INTRODUCTION**

The U.S. Army Corps of Engineers (Corps) and the Georgia Department of Transportation (GDOT) are the "Parties" to this Memorandum of Understanding (MOU). This MOU is designed to synchronize the Corps and GDOT processes when a proposed GDOT transportation action will or might alter a Corps Civil Works Project and GDOT requires an Outgrant, as later defined, from the Corps or the proposed transportation action will change the construction footprint of an existing Outgrant. As responsibility for Corps civil works projects are assigned to Districts based upon watersheds, there are two Corps Districts responsible within the State of Georgia.

**II. DEFINITIONS**

- a. **Construction footprint** - The constructed facility including previously disturbed land even if only temporary.
- b. **Environmental Impact Statement** – A detailed written statement as required by section 102(2)(C) of the National Environmental Policy Act.
- c. **Fee owned lands** – Lands purchased by the United States.
- d. **NEPA** – The National Environmental Policy Act (NEPA) is a United States environmental law that promotes the enhancement of the environment and established the President's Council on Environmental Quality (CEQ).
- e. **Real Estate instrument** – A legal document conveying an interest in land or providing authority to conduct an activity on land without conveying interest.
- f. **Transportation action** – Roadway construction project.
- g. **Outgrant** - a legal document that authorizes the right to use real property managed by the Corps.

**III. PURPOSE and APPLICABILITY**

This Memorandum of Understanding (MOU) describes the process to coordinate the review of transportation actions submitted by the GDOT to the USACE that impact USACE Civil Works Projects that contain fee owned lands, which require a new or will change an existing Outgrant. This process is intended to ensure the timely review of GDOT transportation actions, with benefits to

mobility, the economy at large, and safety for the travelling public while protecting and/or enhancing the integrity of the Civil Works Project's full range of missions, including, but not limited to, recreation, environmental stewardship, fish and wildlife, flood and storage capacity.

Transportation actions meeting the following applicability criteria will be processed in accordance with the terms of this MOU:

- GDOT is required to obtain a Real Estate instrument from USACE for the Transportation action; or
- GDOT is changing the construction footprint of an existing Real Estate instrument; and

Transportation actions meeting the following applicability criteria will NOT be processed in accordance with the terms of this MOU:

- USACE requires an Environmental Impact Statement (EIS) for the Transportation action.

#### **IV. RESPONSIBILITIES**

The Parties understand the importance of pursuing interagency cooperation and coordination diligently throughout the process to ensure that the concerns of the Parties are given timely and appropriate consideration and that the Parties are involved at key decision points in project development to ensure the timely issuance of permits and real estate instruments.

- A. GDOT Project Manager will provide notification to the appropriate Corps Point of Contact (POC) of GDOT's intention to submit a request for a transportation action prior to final concept development. This notification should be by e-mail or written correspondence delivered by mail. The Corps or GDOT may invite additional agencies to attend meetings for informational purposes.
- B. GDOT Project Manager will coordinate with the appropriate Corps POC for the purpose of providing input relevant to the GDOT conceptual development. The Corps POC or a representative will attend the Concept Team Meeting in person or via telephone. The Corps POC will provide input at the Concept Team meeting or coordinate with applicable District staff depending on the complexity of the project.
- C. GDOT will provide the appropriate Corps POC a "Pre-Submittal Package" containing the GDOT Conceptual Project Layout Plans and any other documentation or information that will allow the Corps to review and make preliminary determinations regarding what will be required for full review of the requested action.
- D. The Corps POC will distribute the Pre-Submittal Package to the appropriate District sections and will arrange a pre-coordination meeting with GDOT within 30 days of receiving the Pre-Submittal Package. The outcome of this meeting should provide a preliminary determination of the USACE Real Estate survey boundaries, potential impacts to the Civil Works Project, NEPA compliance requirements, a review schedule/timeline, cost of administrative fees for the review and any other project specific items.

- E. The Corps and GDOT will document the preliminary determinations and discussions of the pre-coordination meeting and provide the project review timeline/schedule within 15 calendar days of the meeting. GDOT will provide the identified administrative fees no later than 60 calendar days following the pre-coordination meeting as required by the Corps for the requested action.
- F. Monthly status calls will occur between the Savannah or Mobile District POC, depending on project location within District boundaries, and the GDOT POC on a mutually agreeable day and time. Each District will develop meeting notes that outlines topics discussed as well as action items. The Corps will provide GDOT with status updates of each action in the Savannah and Mobile District. GDOT will provide the Corps (Savannah and Mobile Districts) with status updates regarding requested information and/or any changes to the conceptual plans.
- G. The District POC will ensure that applicable District sections remain engaged with GDOT during the development of the project package and will notify GDOT of any additional information required to be submitted as a result of any changes to the conceptual plans. This information exchange will be led by the District designated POC via the monthly status calls and additional meetings as necessary. The Parties need not wait for a scheduled monthly call to advise the other party of changes in plans or the need for additional information. The free exchange of communications is encouraged. The purpose of monthly calls is to identify any and all documents needed prior to completion of the project package as well as managing milestones within the agreed schedule.
- H. Once project plans are completed with a minimum of 60% design, GDOT will submit the package to the District designated POC, including any required environmental or other documentation, in the preferred District format. The District POC will provide the proper format to GDOT prior to submittal. The Corps will review the complete package in accordance with the review timeline/schedule agreed to in the pre-coordination meeting.
- I. Transportation actions that require a USACE Real Estate instrument must be submitted to USACE with a minimum of 60% completed plans, specifications and supporting technical analysis, including environmental analysis. Real Estate instruments issued by the USACE District that has jurisdiction over the fee owned lands involved in the transportation action must be supported by appropriate environmental reviews and documentation to meet NEPA requirements and may be broader than that required to secure a permit under the Clean Water Act.

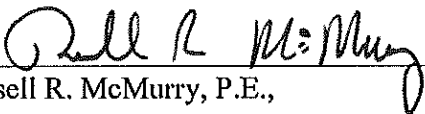
**V. MODIFICATION, TERMINATION, AND OTHER CONDITIONS**

- A. **MODIFICATION OF MOU:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date.
- B. The Parties intend to conduct the activities contemplated in this MOU in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with

existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

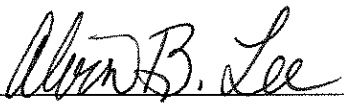
- C. Nothing in this MOU is intended to affect any other agreements or arrangements of the Parties in existence on the effective date of this MOU.
- D. This MOU may be terminated at any time at will by either party in writing.
- E. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.
- F. DISPUTES: The Parties will consult with one another to resolve disputes at staff levels and elevate disputes through the respective organizational levels only if necessary. Notification of potential conflict or a dispute by either Party must be put in writing, and attempts to resolve the matter at the staff level should occur within 30 days. If there is no resolution at this level within 30 days, either Party may elevate the issue to the appropriate officials.
- G. EFFECTIVE DATE: This MOU shall become effective as of the date it is signed by the Director of Programs for the South Atlantic Division and it will terminate five (5) years from that date, unless extended by amendment signed by both Parties.
- H. This MOU in no way restricts the Parties from engaging in activities relating to the subject matter of this MOU with other public or private organizations and individuals.

**Georgia Department of Transportation**

  
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Russell R. McMurry, P.E.,  
Title: Commissioner

Date 1/31/18

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

  
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Mr. Alvin B. Lee, SES  
Director of Programs  
South Atlantic Division

Date 1/31/2018