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**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF HOUSTON, TEXAS
HARRIS COUNTY, TEXAS
HARRIS COUNTY FLOOD CONTROL DISTRICT
METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY
TEXAS DEPARTMENT OF TRANSPORTATION, AND
TRANSPORTATION POLICY COUNCIL OF THE HOUSTON-GALVESTON AREA COUNCIL
FOR THE NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT**

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I. BACKGROUND [\(recommended to be included as an Attachment\)](#)

The North Houston Highway Improvement Project (NHHIP) aims to make transportation improvements to the I-45 North Corridor from Beltway 8 North to and around Downtown Houston that supports important connectivity for residents and businesses within the Houston-Galveston region and to destinations within and beyond the State of Texas. The I-45 North Corridor between Beltway 8 North and the Houston Central Business District and has ~~numerous deficiencies~~ [elements that do not meet current design standards](#) which must be corrected for the safety, health and prosperity of both the region and those who live or work along the corridor.

The Texas Department of Transportation has developed recommended improvements with goals to increase the facility's capacity, reduce traffic congestion, accommodate future traffic growth, reduce traffic crashes, improve the facility's resiliency from flooding, and create new opportunities for improved aesthetics.

The Draft Environmental Impact Statement for the project identifies a number of potentially adverse impacts to neighborhoods within the project footprint. These potential impacts have produced substantial public comment, robust discussion at the Transportation Policy Council, and have generated a series of community and local-government proposed modifications to the project.

The Transportation Policy Council at its July 2019 meeting committed \$1.5 million for the development of community-based plans for those neighborhoods along Segment 2 of the corridor which will identify priorities for improving their mobility, access, air quality and livability and committed \$50 million in support of the implementation of the priority transportation improvements within these communities.

The City of Houston led an extensive public engagement process through which it identified clear project goals for the NHHIP [and suggested changes to the highway throughout the project](#), as identified in Mayor Turner's May 12, 2020 letter to Texas Transportation Commission Member Laura Ryan. [These goals are also consistent with](#) ~~as well as confirmed in Texas Transportation Commission Member Laura Ryan's May 20, 2020 letter to Mayor Turner, Harris County Commissioner Court's Resolution of June 9, 2020, and consistent with Metropolitan Transit Authority of Harris County's MetroNext Plan.~~

[Add summary of community engagement findings here, e.g overwhelming \(xx%\) voted to keep within existing row, etc.](#)

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The Texas Department of Transportation has committed to continuing its work to address and, to the extent feasible, mitigate or resolve the many identified concerns. At the time of development of this MOU in August 2020, Segment 3 of the NHHIP is advanced to the point of significant planning, design, and included in the 2021-2024 Transportation Improvement Program. Segments 1 and 2 are not at this stage and are appropriate for [continued refinement and](#) community engagement prior to advancement.

II. MOU PURPOSE AND PARTIES

This Memorandum of Understanding (“MOU”) documents the commitments from the City of Houston, Harris County, [Harris County Flood Control District](#), Metropolitan Transit Authority of Harris County, Texas Department of Transportation, and the Transportation Policy Council of the Houston-Galveston Area Council (“Parties” or individually a “Party”) to cooperate as described herein to better address planning and implementation efforts of the NHHIP.

The purpose of the MOU is to:

- Establish mutual accountability amongst the parties to cooperatively work together in advancing the planning and implementation of the NHHIP;
- Formalize the Parties’ commitment to common goals for the NHHIP;
- ~~eliminating, or further~~ Committing to an ongoing process of [effective multilingual](#) public ~~eliminating, or further~~ Committing to an ongoing process of [effective multilingual](#) public engagement and participation
- Committing to an ongoing process of [effective multilingual](#) public engagement and participation in a transparent [and equitable](#) manner throughout the course of the project-;
- [Recognize TxDOT’s planning and NEPA efforts on the NHHIP and the outcomes and decisions made resulting from those processes;](#)
- [Coordinate to identify if any project components are outside of TxDOT’s purview and what external partners could lead those external efforts. Seek partnerships and funding from private sector or non-profit agencies as needed; and](#)
- [Conduct work in a timely manner to avoid unnecessary delays and meet key milestones to not jeopardize any funding commitments for the NHHIP.](#)

Commented [UM1]: Suggestion – Instead of deleting, perhaps reword to say, “ Commit to a process for continued review and refinements to Segments 1 and 2 that could reduce and/or eliminate adverse impacts.

Commented [VS2]: These two bullets were move here from the “Scope the Work” section.

III. SCOPE OF WORK

All Parties commit to collaborating on the following scope of work:

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- All agencies confirm common project goals to provide long-term capacity for all roadway users emphasizing multimodal travel, including automobile, freight, and transit, accommodate future multimodal travel demand, make travel safer for all road users both on the highway and on connecting/access roads, improve the community's flood resiliency, and create new opportunities for improved aesthetics, community enhancements, and quality of life, and as outlined in City's letter and Commissioner Court's resolution.
- Reviews include the freight demand needs, Bus Rapid Transit (BRT) and Regional Express transit operations, hurricane evacuation and regionally significant nature of the corridor;
- Each party, as they deem necessary, will actively engage the public with outreach activities. The parties will collaborate and coordinate on public engagement efforts; effective multilingual
- The Parties will provide updates to the H-GAC's Transportation Advisory Committee and Transportation Policy Council as needed;
- Develop additional design alternatives for Segments 1 and 2 to address community impacts or concerns, including rebuilding the highway within the current footprint as much as possible.; and
- Define a collaborative review process and work together to review the additional design refinement(s) including eliminating or further mitigating identified adverse impacts and displacements, incorporating community input, and defining a timeline for this process. Reviews to be conducted in accordance with the governing criteria for the applicable facility being reviewed; and
- Identify the responsible funding entity for any scope contained in the recommendations from the community planning activities described below that is not eligible to be funded by the \$50 million that have been committed by the TPC for Segment 2.
where share and/or
- ~~Conduct work in a timely manner to avoid unnecessary delays and meet key milestones to not jeopardize TxDOT funding commitments.~~

Commented [MP3]: Harris County:
Signatories **confirm common goals**, including:
-provide long-term capacity for all road users including automobile, freight, and transit, with an emphasis on future multi-modal travel demand
-make travel safer for all road users both on the highway and nearby local streets
-improve the community's flood resiliency
-find opportunities for other community enhancements as outlined in City's letter and Commissioner Court's resolution

Signatories commit to extensive and equitable **community engagement**, in multiple languages and across a range of in-person and virtual platforms.

Develop additional design alternatives for Segments 1 and 2 to address community impacts or concerns, including rebuilding the highway within the current footprint as much as possible.

Establish a process to **evaluate design alternatives** based on their effectiveness in meeting the common goals and eliminating or further mitigating identified adverse impacts and displacements. These reviews will be conducted based on mutually-agreed methodologies and assumptions, and evaluation results to be mutually confirmed by all agencies prior to finalization.

Commented [UM4]: Suggest adding this statement

COMMITMENTS (recommended to be included as an Attachment)

Each Party will agree to the following commitments:

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1. **City of Houston:**

- Add City of Houston's commitments

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Commented [VS5]: These two bullets have been move up to the "Purpose of MOU" section.

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2. Harris County:

Add Harris County's commitments

3. Metropolitan Transit Authority of Harris County:

METRO's [DRAFT](#) commitments

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- [Coordinate with TxDOT to ensure that the voter approved METRONext Projects and specifically, 2-Way HOV connections for all highways are included in the design and construction of NHHIP.](#)
- [Coordinate with TxDOT and other agencies to secure the ability to deliver the IH-45 to Bush Intercontinental Airport Bus Rapid Transit Project and Regional Express services in the NHHIP corridor.](#)
- [Provide transit input as needed to assist TxDOT in the development of the NHHIP Project and its design alternatives.](#)
- [Coordinate with TxDOT to incorporate appropriate connections for the Inner Katy BRT into downtown.](#)
- [Coordinate with TxDOT to minimize impacts to rail and bus operations during construction.](#)
- [Coordinate with TxDOT and other agencies to ensure public engagement throughout the development of the project.](#)

4. Texas Department of Transportation:

[TxDOT's commitments are contained the NHHIP Final Environmental Impact Statement.](#)

5. Transportation Policy Council of the Houston-Galveston Area Council:

- Facilitate a continuing, comprehensive, collaborative regional transportation planning process in the eight-county Metropolitan Planning Area
- Program Transportation projects and coordinate of federal highway and transit investments in the Metropolitan Planning Area
- Provide staff and technical support to conduct group meetings to complete the MOU Scope of Work and participate in public outreach meetings.
- Commitments as outlined in the TPC Resolution in July 2019:
 - [\\$100 million](#) in Category 2 funds for the implementation of Segment 2 of the North Houston Highway Improvement Program [to leverage the State's \\$1.1 billion funding commitment;](#)
 - [\\$1.5M5 million](#) for community planning activities which will complement [and is not intended to undermine or interfere with \(i\) TxDOT's on-going efforts to identify additional measures to mitigate potentially adverse impacts of the NHHIP on communities adjacent to Segment 2;](#) and [\(ii\) TxDOT's efforts to develop any portion of](#)

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the NHHIP. This planning effort may include the following items to study and identify a responsible party that has the regulatory authority to plan, design, implement, operate and maintain:

- a. New or improved pedestrian and bicycle paths and trails providing connectivity to community destinations and transit services;
 - b. Enhanced landscaping, lighting, signage, transit stops and other transportation related amenities that support neighborhood cohesion and livability;
 - c. Identifying transportation related investments that strengthen the historical and cultural identity of affected neighborhoods;
 - d. Creation of a “low emissions zone” including neighborhoods adjacent to Segment 2 which would establish priorities for reducing vehicle emissions within the low emissions zone such as:
 - i. Low or no emissions school buses;
 - ii. Reduced truck idling;
 - iii. Public access to electric vehicle recharging facilities, Replacement of high emission, heavy duty trucks operating within the zone with low or no emissions vehicles; and
 - iv. Enhanced air quality monitoring
- o \$50 million of eligible federal transportation funds for the implementation of recommendations from the community planning activities described above
 - o Coordinate on regular updates by TxDOT and H-GAC staff on the development of mitigation measures based on refinement of the project scope and design, including any proposed updates to the environmental impact statement.

IV. TERM AND TERMINATION

The term of this MOU shall be two (2) years from the date of final execution. Any Party may terminate its participation in this MOU with or without cause upon thirty days written notice to the other Parties.

V. EXECUTION; MULTIPLE COUNTERPARTS

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All Party Comments - H-GAC Working Draft -
08/14/2020
Version for Discussion purposes only

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The Parties have executed and delivered this MOU on the date set forth next to their respective signatures below, but the MOU is effective as of the date of the last signature. This MOU may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this MOU.

Signature Date The Honorable Sylvester Turner, Mayor, City of Houston

Signature Date The Honorable Lina Hidalgo, Harris County Judge

Signature Date Eliza Paul, Houston District Engineer, Texas Department of Transportation

Signature Date Carrin Patman, Chair, Metropolitan Transit Authority of Harris County

Signature Date Chuck Wemple, Executive Director, Houston-Galveston Area Council

Signature Date Russ Poppe, Executive Director, Harris County Flood Control District

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