

**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**

I. BACKGROUND

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 is between Beltway 8 North and the Houston Central Business District has 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 (TPC), 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 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, Harris County and others engaged in an extensive public engagement process through which the City identified clear project goals for the NHHIP, as identified in Houston Mayor Sylvester Turner's May 12, 2020 letter to Texas Transportation Commission Member Laura Ryan. Public engagement process for the NHHIP has resulted in the following themes: make travel safe for all road users, increase multimodal transportation network, add more capacity for automobile, freight, and transit, reduce flooding on and off the freeway, preserve communities, enhance connectivity between neighborhoods, mitigate impacts to existing parks and create new green space, ensure accessible

Commented [NRF1]: Can we define the scope of "facilities" above? It is used throughout the document, and a definition would help clarify the Scope of Work section.

Commented [NRF2]: When you go to the link in the exhibit attached, it says it is final.

Commented [NRF3]: If making amendments, would consider clarifying that the "Project" is also the "NHHIP" and carry throughout.

evacuation routes, establish right-of-ways to the extent necessary to meet the project goals, preserve affordable housing, and reduce or mitigate air quality impacts.

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 has advanced to the point of significant planning, design, and is 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 the planning and implementation efforts of the NHHIP.

The purpose of the MOU is to:

- Establish mutual accountability among 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;
- Committing to an ongoing process of public engagement and participation in a transparent manner throughout the course of the project, where possible eliminating or mitigating identified adverse impacts, and defining a timeline for this process.

III. SCOPE OF WORK

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

- All Parties confirm common project goals to (i) increase the facility’s capacity for all roadway users including automobile, freight, and transi; (ii), improve multimodal transportation system to accommodate future growth; (iii) make travel safer on the entire system; (iv) manage traffic congestion; (v) improve the facility’s resiliency from flooding,(vi) create new opportunities for community enhancements, and (vii) preserve community character and culture.
- Incorporate prior public engagement discussions and actively engage and participate in future public engagement processes including TxDOT, City of Houston, or other agency led events and public outreach activities on the NHHIP. Commit staff and resources to disseminate

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information on the development of NHHIP. All Parties will share information with the other Parties on the outcomes of public engagement processes.

- Provide joint quarterly updates, starting with fourth quarter of calendar year 2020, to the H-GAC's Transportation Advisory Committee and Transportation Policy Council.
- Following the Record of Decision, TxDOT in coordination with other Parties will conduct the detailed design phases of project development to further explore and refine mitigation measures. Parties are committed to judiciously identifying win-win opportunities to make the project reflect collective best opportunities for the development and mitigation aspects of the corridor. Develop additional designs for Segments 1 and 2 to address community impacts or concerns.
- Define a collaborative review process and work together to review the additional designs including reducing or eliminating identified adverse impacts, and defining a timeline for this process. Evaluate and review based on mutually agreed upon goals.
- 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.
- Conduct work in a timely manner to avoid unnecessary delays and meet key milestones to not jeopardize TxDOT funding commitments.

Each Party will agree to the following additional commitments (planning, coordination, public participation, funding, etc.):

1. City of Houston:

- Provide clarifying information on the requests stated in the Mayor's letter
- Participate in developing mutually-agreed upon project goals
- Participate in developing additional designs that meet the mutually-agreed upon project goals
- Participate in confirming methodologies (including traffic modelling) for review of new designs.
- Participate in reviewing evaluations of new designs based on mutually-agreed upon project goals.
- Participate in confirming mitigation measures to minimize or eliminate impacts to the community.
- Participate in developing collaborative strategies and identifying external partners for requests in the purview of multiple agencies.
- Facilitate robust public engagement via the Facilitation Group and other in-person and online strategies.

- Commit to work with the public and all our partners including Harris County, METRO, TxDOT, and the TPC of H-GAC to improve transit, walkability, and other potential improvements associated with the project.

2. Harris County:

- Participate in developing mutually-agreed upon project goals.
- Participate in developing additional designs that meet the mutually-agreed upon project goals.
- Participate in confirming methodologies (including traffic modelling) for review of new designs.
- Participate in reviewing evaluations of new designs based on mutually-agreed upon project goals
- Participate in confirming mitigation measures to minimize or eliminate impacts to the community.
- Participate in developing collaborative strategies and identifying external partners for requests in the purview of multiple agencies.
- Contribute to robust public engagement via the Facilitation Group and other in-person and online strategies.
- Commit to work with the public and all our partners including City of Houston, METRO, TxDOT, and the TPC of H-GAC to improve transit, walkability, and other potential improvements associated with the project.

Commented [NRF6]: Who comprises the “Facilitation Group”?

3. Harris County Flood Control District:

- Progress the Little White Oak Bayou watershed study which is identifying options for additional channel capacity, detention, water quality and environmental mitigation, and integration with recreational amenities by others as appropriate.
- Progress plans for Halls and Greens Bayous, and provide regular updates to MOU partners.
- Develop and engage the community to disseminate study progress, present opportunities, and collect feedback for inclusion in the Little White Oak, Halls, and Greens Bayou flood risk reduction efforts.
- Coordinate regional drainage analyses with the MOU partners so that any local drainage improvements being considered are captured and incorporated into the overall regional drainage plan for each of the major bayous and their tributaries that cross the IH-45 corridor.
- Coordinate on cost sharing with appropriate MOU partners for any adjustments to the regional drainage plans necessitated by local drainage improvements.

Commented [NRF7]: This is the first time we identify the flood control district as a party/partner.

Commented [NRF8]: Is there any intended difference between MOU partners and the Parties? If not, suggest making consistent throughout.

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- Serve as the keeper of the master drainage plan for each of the major bayous and tributaries in the IH-45 corridor
 - Contribute a pro-rata share for increases to MOU partner infrastructure that is above and beyond what is required by ATLAS 14 in order to accommodate regional drainage plans as identified under previous or current District planning efforts, subject to available funding.
 - Coordinate with MOU partners to develop near, mid, and long term implementation of the identified drainage improvements, as well as pursuing other funding opportunities as they become available, such as CDBG-MIT, to help cover the costs of regional drainage improvements.
 - Look for opportunities within the major bayou and tributary systems serving the IH-45 corridor for water quality improvements or enhancements, including addressing erosion control and stream stability that may be impacted by the local drainage improvements.
 - Lead the Conditional Letter of Map Revision and Letter of Map Revision process with FEMA for the regional drainage improvements once they are complete with input and support from the MOU partners.
 - Commit to work with the public and all our partners including City of Houston, METRO, TxDOT, and the TPC of H-GAC to improve transit, walkability, and other potential improvements associated with the project
- 4. Metropolitan Transit Authority of Harris County:**
- 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.
 - Commit to work with the public and all our partners including City of Houston, Harris County, TxDOT, and the TPC of H-GAC to improve transit, walkability, and other potential improvements associated with the project.

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5. Texas Department of Transportation:

- Continue to have meaningful engagement with the public as the project develops
- Commit to identify and highlight the elements that are clearly within TxDOT's purview and work with the partnering stakeholders in defining the course forward and detailing where opportunities exist to continue to help shape the path forward.
- Commit to providing an analysis and update specifics as to the requests that are not within TxDOT's purview due to Federal or State regulations.
 - Work with other stakeholders in identifying collaborative strategies, committing to a defined process for the review of additional design refinement.
- Commit to focus on those design elements that are supported by the community that need more time to evaluate and/or that will take the completion of certain process steps and possibly additional research to fully understand the impact of a decision.
- The NHHIP Final Environmental Impact Statement (FEIS), and the subsequent record of decision (ROD), are critical stage gates in the environmental clearance process. The ROD is a necessary step in moving into the detailed design phases of project development, which is where we will have the opportunity to further explore and refine mitigation measures.
- TxDOT's further commitments are contained the NHHIP's FEIS.
- Commits to judiciously identifying win-win opportunities to make the project reflect collective best efforts by the MOU Parties.
- Commit to work with the public and all our partners including City of Houston, Harris County, METRO, and the TPC of H-GAC to improve transit, walkability, and other potential improvements associated with the project.

6. 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 federal highway and transit investments in the Metropolitan Planning Area
- Support goals in METRONext Plan to the extent they apply to the NHHIP
- Provide staff and technical support to conduct group meetings to complete the MOU Scope of Work and participate in public outreach meetings.
- Commit to work with the public and all our partners including City of Houston, Harris County, METRO, and TxDOT to improve transit, walkability, and other potential improvements associated with the project.

- Commitments as outlined in the TPC Resolution in July 2019:

- \$100M in Category 2 funds for the implementation of Segment 2 of the North Houston Highway Improvement Program.
- \$1.5M for community planning activities which will complement TxDOT's on-going efforts to identify additional measures to mitigate potentially adverse impacts of the NHHIP on communities adjacent to Segment 2. This planning effort may include:
 - 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.
- \$50M of eligible federal transportation funds for the implementation of recommendations from the community planning activities described above.
- 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. GOOD FAITH

V. The Parties to this MOU agree to exercise their respective commitments (including when conducting any discussions or negotiations arising from their respective commitments) in good faith.

VI. TERM AND TERMINATION

The term of this non-binding MOU shall be ten 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. This MOU can be renewed extended or amended in writing upon agreement by all Parties.

Commented [NRF12]: Option to provide additional good faith provision.

VII. EXECUTION; MULTIPLE COUNTERPARTS

_____		The Honorable Sylvester Turner, Mayor, City of Houston
Signature	Date	
_____		The Honorable Lina Hidalgo, Harris County Judge for Harris County and Harris County Flood Control District
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	

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.

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APPENDIX

[ATTACHMENT 1 - City of Houston Mayor's letter on the NHHIP](#)

[ATTACHMENT 2A – Resolution from Harris County \(August 13, 2019\)](#)

[ATTACHMENT 2B – Resolution from Harris County \(June 9, 2020\)](#)

[ATTACHMENT 3 - Commissioner Ryan's response to Mayor Turner's letter dated May 20, 2020](#)

[ATTACHMENT 4 – Final Environmental Impact Statement for the NHHIP](#)

[ATTACHMENT 5 - METRONext Referendum](#)