

**Working Draft of the Memorandum of Understanding for the North Houston Highway  
Improvement Project**

**Notes:**

- The sections in green (Background and Purpose) indicate the completion of review by the workgroup in previous meetings.
- The paragraphs highlighted in yellow are the descriptions added by H-GAC staff as per the instructions from the workgroup (to be reviewed at September 11<sup>th</sup> meeting).
- The Scope of work section is anticipated to be reviewed and completed by the workgroup at September 11<sup>th</sup> meeting.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF HOUSTON, TEXAS  
HARRIS COUNTY, TEXAS  
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 between Beltway 8 North and the Houston Central Business District and 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, 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, Harris County and others engaged in an extensive public engagement process through which it identified clear project goals for the NHHIP, as identified in Mayor 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, 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 evacuation routes, limit right-of-way to the

extent necessary still meeting 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 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, 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;
- 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 efforts;
- 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

**Commented [MP1]:** In response to the last workgroup discussion, H-GAC staff created this description based on the letter from TxDOT Executive Director, James Bass to Representative Thompson.

## III. SCOPE OF WORK

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

- All agencies confirm common project goals to increase the facility’s capacity for automobiles, improve multimodal transportation system to accommodate future growth, reduce traffic congestion and crashes, improve the facility’s resiliency from flooding, create new opportunities for community enhancements, and preserve community character and culture.

**Commented [MP2]:** In response to the last workgroup discussion, H-GAC staff created this description.

- Actively engage and participate in extensive public engagement processes including TxDOT, City of Houston, or other agency lead events and public outreach activities on the NHHIP. Commit staff and resources to disseminate information on the development of NHHIP
- Joint quarterly updates to the H-GAC's Transportation Advisory Committee and Transportation Policy Council
- Develop additional design alternatives for Segments 1 and 2 to address community impacts or concerns
- Define a collaborative review process and work together to review the additional design alternative(s) including reducing or eliminating identified adverse impacts, and defining a timeline for this process. Reviews to be conducted based on mutually-agreed methodologies and assumptions. Evaluation results to be mutually confirmed by all agencies prior to finalization.
- 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 commitments (planning, coordination, public participation, funding, etc.):

**1. City of Houston:**

Add City of Houston's commitments

**2. Harris County:**

Add Harris County's commitments

**3. Metropolitan Transit Authority of Harris County:**

Add METRO's commitments

**4. Texas Department of Transportation:**

Add TxDOT's commitments.

**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:
  - \$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.

#### **I. TERM AND TERMINATION**

The term of this 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.

**II. EXECUTION; MULTIPLE COUNTERPARTS**

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

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

DRAFT