

**MEMORANDUM OF UNDERSTANDING FOR THE NORTH HOUSTON HIGHWAY
IMPROVEMENT PROJECT 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 (the facility) that supports important connectivity for residents and businesses within the Houston-Galveston region and to destinations within and beyond the State of Texas. The NHHIP has three segments with Segment 1 being along I-45 from Beltway 8 to I-610, Segment 2 being along I-45 from I-610 to I-10 and Segment 3 being the Downtown Loop System comprised of I-45, I-10 and US 59/I-69. Portions of ~~t~~he 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 and should must~~ be ~~corrected-improved~~ for the safety, health, and prosperity of both the region and those who live or work along the corridor.

The Federal Highway Administration (FHWA) delegated to the Texas Department of Transportation (TxDOT) the responsibility for implementing the National Environmental Policy Act (NEPA) process pursuant to 23 U.S.C. 327, by execution of a Memorandum of Understanding between TxDOT and FHWA dated December 9, 2019. TxDOT's commitments and mitigation measures pursuant to the NEPA process are contained in the Final Environmental Impact Statement (EIS) and Record of Decision (ROD) for the project. Nothing in this document is intended to, or shall have the effect of, modifying the goals, actions or obligations created by, or found within, the Final EIS. TxDOT's legal obligations under the NEPA process remain unchanged, and nothing in this document commits or obligates any party to any action against, or in addition, to those obligations. Should the broad system goals identified herein conflict with the goals, purpose, or need identified in the Final EIS, those in the Final EIS shall prevail.

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

The ~~Draft-Final Environmental Impact Statement (FEIS)~~ EIS 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~~ TPC 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.

~~TxDOT established an extensive public engagement process for the NHHIP, soliciting comments on the Draft EIS, multiple revised technical reports, and the Final EIS. During this public engagement process, TxDOT received numerous comments from the public, the City of Houston, Harris County, Metropolitan Transit Authority of Harris County and others, engaged in an extensive public engagement process through which it identified clear project goals their own goals and proposed designs for the NHHIP, as identified stated in Mayor Turner’s May 12, 2020 letter to Texas Transportation Commission Member Laura Ryan.¹ The Ppublic engagement process for the NHHIP has resulted in the following themes: make travel safe for all road users, increase multimodal transportation network, more increase 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 while still meeting project goals, preserve affordable housing, and reduce or mitigate air quality impacts.~~

~~The Texas Department of Transportation TxDOT 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 As of the date of this Memorandum of Understanding (MOU), Segment 3 of the NHHIP is included in the 2021-2024 Transportation Improvement Program and has advanced to the point of significant planning, and design, and included in the 2021-2024 Transportation Improvement Program. Segments 1 and 2 are not yet at this stage and are appropriate for continued refinement and community engagement prior to advancement.~~

¹ ~~The City of Houston’s public engagement process for the NHHIP identified the following themes: make travel safe for all road users, increase multimodal transportation network, increase 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 while still meeting broad system goals, preserve affordable housing, and reduce or mitigate air quality impacts.~~

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 (HCFCD), Metropolitan Transit Authority of Harris County (METRO), ~~Texas Department of Transportation TxDOT~~, and ~~the Transportation Policy Council of the Houston Galveston Area Council TPC~~ (“Parties” or individually a “Party”) to cooperate as described herein to ~~better address~~ continue public engagement regarding the planning and implementation efforts of the NHHIP.

The purpose of the MOU is to:

- ~~Establish mutual accountability~~ Promote mutual cooperation amongst ~~the Parties to cooperatively work together~~ in advancing the planning and implementation of the NHHIP;
- Formalize the Parties’ commitment to common broad system goals for the NHHIP. These common broad system goals shall not conflict with, modify, or supplant the project purpose and need as identified in the Final EIS; and
- ~~Committing to~~ Promote an ongoing process of public engagement and participation in a transparent manner throughout the course of the project, and where possible eliminating or mitigating identified adverse impacts where possible/feasible, ~~and defining a timeline for this process.~~

III. SCOPE OF WORK

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

- ~~All agencies cC~~ confirm common project goals/broad system goals are to: increase the facility’s capacity ~~for all roadway users including automobile, freight, and transit, improve multimodal transportation system to accommodate future growth,~~ make travel safer on the entire system, manage traffic congestion, and improve the facility’s resiliency from flooding. These common broad system goals shall not conflict with, modify, or supplant the project purpose and need as identified in the Final EIS. Should any broad system goal identified herein conflict with the purpose and need as identified in the Final EIS, the Final EIS shall prevail, ~~create new opportunities for community enhancements, and preserve community character and culture;~~
- ~~Incorporate~~ Acknowledge earlier/previous public engagement discussions and ~~actively engage and participate in extensive public engagement processes~~ continue to engage in public engagement and outreach activities including with TxDOT, City of Houston, or other ~~agency lead events and public outreach activities~~ agencies on the NHHIP. The Parties will Ccommit staff and resources to disseminate information on the development of NHHIP, and ~~All Parties will~~ share information with others on the outcomes of public engagement;

- Provide Joint quarterly updates, starting with fourth quarter of calendar year 2020, to the H-GAC's Transportation Advisory Committee and Transportation Policy Council TPC;
- ~~Following the Record of Decision (ROD)~~, TxDOT, in coordination with other Parties, will conduct the detailed design phases of project development to further explore and refine mitigation measures after the Record of Decision (ROD) ROD. Parties ~~are committed to judiciously identifying~~ will work to identify win-win opportunities mutually beneficial solutions to make the project reflect collective best efforts. ~~Develop~~ Review, study and consider additional proposed designs refinements for Segments 1 and 2 to ~~address further address~~ community impacts or concerns;
- Define a collaborative review process ~~and work together to review the additional designs including to identify and discuss possible mitigation measures for~~ reducing or eliminating identified adverse impacts, ~~and defining a timeline for this process. Evaluate and review~~ based on mutually agreed upon broad system goals;
- Coordinate to identify if any project components are outside of TxDOT's purview and what external partners could potentially 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 TxDOT funding commitments.

Each Party will agrees 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 that do not in conflict with the project goals contained in the Final EIS;~~
- Participate in reviewing, studying and considering ~~developing~~ additional proposed designs refinements that meet the based on mutually agreed upon project goals broad system goals described herein and not in conflict with the project goals broad system goals contained in the Final EIS. These common broad system goals shall not conflict with, modify, or supplant the project purpose and need as identified in the Final EIS;
- Participate in ~~confirming~~ identifying and reviewing methodologies (including traffic modelling) for review of new designs;
- Participate in reviewing evaluations of new designs refinements based on mutually-agreed upon ~~project goals~~ broad system goals;
- Participate in ~~confirming identifying and reviewing potential~~ mitigation measures to further minimize or eliminate impacts to the community;

- Participate in developing collaborative strategies and identifying external partners for requests in the purview of multiple agencies; and
- ~~Facilitate robust public engagement via the City of Houston’s Facilitation Group, consisting of representatives of public and private stakeholders, and other in-person and online strategies; and~~
- ~~_____~~
- Commit to work with the public and all Parties to review, study, and consider potential design refinements to the facility and/or develop other projects to improve transit and walkability as feasible, without interfering with the functionality of NHHIP as part of the interstate system.
- ~~Commit to work with the public and all our partners including Harris County, METRO, TxDOT, and the TPC of H GAC to potentially refine the NHHIP and/or develop other projects to improve transit and, walkability, and other potential improvements associated with the project.~~

2. Harris County:

- Participate in developing mutually-agreed upon ~~project goals~~ broad system goals that do not conflict with the broad system goals contained in the Final EIS. These common broad system goals shall not modify or supplant the project purpose and need as identified in the Final EIS;
- Participate in reviewing, studying and considering developing additional designs ~~refinements that meet~~ based on the mutually-agreed upon ~~project goals~~ broad system goals;
- Participate in ~~confirming-identifying and reviewing~~ methodologies (including traffic modelling) for review of new designs;
- Participate in reviewing evaluations of new designs refinements based on mutually-agreed upon ~~project goals~~ broad system goals;
- Participate in ~~confirming-identifying and reviewing~~ mitigation measures to further minimize or eliminate impacts to the community;
- Participate in developing collaborative strategies and identifying external partners for requests in the purview of multiple agencies; and
- Contribute to robust public engagement via the Facilitation Group and other in-person and online strategies; and
- Commit to work with the public and all Parties to review, study, and consider potential design refinements to the facility and/or develop other projects to improve transit and walkability as feasible, without interfering with the functionality of NHHIP as part of the interstate system. ~~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.~~

•

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~~Parties;
- 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~~Parties 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 I-H45 ~~North e~~Corridor;:-
- Coordinate on cost sharing with appropriate ~~MOU partners~~Parties for any adjustments to the regional drainage plans necessitated by local drainage improvements;:-
- Serve as the keeper of the master drainage plan for each of the major bayous and tributaries in the I-H45 ~~North e~~Corridor;
- Contribute on a pro-rata share for increases to ~~MOU partner~~Party 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~~HCFCD planning efforts, subject to available funding;:-
- Coordinate with ~~MOU partners~~Parties 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 ~~Community Development Block Grant Mitigation Program~~CDBG-MIT, to help cover the costs of regional drainage improvements;:-
- Look for opportunities within the major bayou and tributary systems serving the I-H45 ~~North e~~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~~Parties; and

- Commit to work with the public and all Parties to review, study, and consider potential design refinements to the facility and/or develop other projects to improve transit and walkability as feasible, without interfering with the functionality of NHHIP as part of the interstate system.
- ~~Commit to work with the public and all our partners~~Parties 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 in Segments 1 and 2 are included in the design and construction of the NHHIP as proposed in -of the Final EISNHHIP:-
- Coordinate with TxDOT and other agencies ~~to secure the for -METRO to evaluate options~~ability to deliver Bus Rapid Transit and Regional Express Service from the IH-45 downtown Houston to Bush Intercontinental Airport -Bus Rapid Transit Project and Regional Express services in the NHHIP corridor:-
- Provide transit input as needed to assist T~~x~~DOT in the development of the NHHIP Project and its design alternativesrefinements:-
- 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:-and
- Commit to work with the public and all Parties to review, study, and consider potential design refinements to the facility and/or develop other projects to improve transit and walkability as feasible, without interfering with the functionality of NHHIP as part of the interstate system.
- ~~Commit to work with the public and all our partners including City of Houston, Harris County, TxDOT, and the TPC of H GAC~~ Parties to improve transit, walkability, and other potential improvements associated with the project.

7.5. Texas Department of Transportation:

- Finalization of the Final EIS and ROD is a necessary step that must be completed before moving into the detailed design phases of project development, where TxDOT will have the opportunity to further explore and refine mitigation measures. FHWA delegated to TxDOT the responsibility for implementing the NEPA process pursuant to 23 U.S.C. 327, by execution of a Memorandum of Understanding between TxDOT and FHWA dated December 9, 2019. TxDOT's commitments and mitigation measures pursuant to the NEPA process are contained in the FEIS;
- Continue to have meaningful engagement with the public as the project develops;
- Commit to identify and highlight the elements that are clearly within our TxDOT 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 to review, study and consider design refinements;
- Provide Commit to providing an analysis and update specifics as to the requests that are not within our TxDOT purview due to Federal or State regulation. For requests that are not within TxDOT purview, TxDOT will work with other stakeholders in identifying collaborative strategies, committing to a defined process for the review of additional design refinements;
- Commit to evaluate focus on those potential design refinement elements that may require additional time as submitted by Mayor Sylvester Turner 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 require additional evaluation in order to fully understand the impact of a decision identify the impacts;
- The NHHIP Final Environmental Impact Statement (FEIS), and the subsequent record of decision (ROD), are critical stage gates in the environmental clearance process. The FEIS and ROD is a necessary step in moving into the detailed design phases of project development, which is where we TxDOT will have the opportunity to further explore and refine mitigation measures;
- TxDOT's further commitments are contained in the NHHIP's FEIS;
- Commits to judiciously Consider identifying win-win opportunities mutually beneficial solutions to make the project reflect collective best efforts by the MOU Parties; and
- Work with the public and all Parties to review, study, and consider potential design refinements to the facility and/or develop other projects to improve transit and walkability as feasible, without interfering with the functionality of NHHIP as part of the interstate system.
- Commit to work with the public and all our partners including City of Houston, Harris County, METRO, and the TPC of H GAC Parties to improve transit, walkability, and other potential improvements associated with the project.

9.6. 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 ~~t~~ransportation projects and coordinate ~~of~~ 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 Parties to review, study, and consider potential design refinements to the facility and/or develop other projects to improve transit and walkability as feasible, without interfering with the functionality of NHHIP as part of the interstate system; and Commit to work with the public and all our partners including City of Houston, Harris County, METRO, and TxDOT Parties 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~~-zero emissions school buses;
 - ii. Reduced truck idling;

- iii. Public access to electric vehicle recharging facilities, ~~r~~Replacement of high emission, heavy-duty trucks operating within the zone with low or ~~no-zero~~ emissions vehicles, and
- iv. Enhanced air quality monitoring.

- o \$50M of eligible federal transportation funds for the implementation of recommendations from the community-planning activities described above; ~~and~~.
- o Coordinate on regular updates by TxDOT and ~~H-GACTPC~~ 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 ~~non-binding~~ MOU shall be ~~ten years~~one year 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 or extended upon agreement by all Parties.

V. EXECUTION; MULTIPLE COUNTERPARTS

Signature

Date

The Honorable Sylvester Turner, Mayor, City of Houston

APPENDIX

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

[ATTACHMENT 2 – Resolution from Harris County](#)

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

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

[ATTACHMENT 5 - METRONext Referendum](#)