

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS DEPARTMENT OF  
TRANSPORTATION AND HARRIS COUNTY, TEXAS  
CONCERNING THE  
NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT**

This Memorandum of Understanding is between the Texas Department of Transportation, an agency of the State of Texas (“TxDOT”) and Harris County (“County”), (together, the “Parties”).

**RECITALS**

WHEREAS, the IH 45 North Corridor from Beltway 8 North to and around Downtown Houston provides connectivity for residents and businesses within the region and to destinations within and beyond the State of Texas.

WHEREAS, the North Houston Highway Improvement Project (“NHHIP” or “Project”) aims to make transportation improvements to IH 45 North Corridor. The NHHIP is composed of three segments—Segment 1 being along IH 45 from Beltway 8 to IH 610, Segment 2 being along IH 45 from IH 610 to IH 10, and Segment 3 being the Downtown Loop System comprised of IH 45, IH 10, and US 59/IH 69.

WHEREAS, TxDOT assessed alternatives and environmental impacts for the NHHIP in accordance with the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.) (“NEPA”). The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project were carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019 and executed by the Federal Highway Administration and TxDOT. TxDOT’s commitments and mitigation measures pursuant to the NEPA process are contained in the Final Environmental Impact Statement (“FEIS”) and the Record of Decision (“ROD”) for the Project.

WHEREAS, the County provided detailed comments throughout the NEPA process, including the release of the Draft Environmental Impact Statement (“DEIS”), FEIS, and ROD.

WHEREAS, on March 8, 2021, the Texas Division of the FHWA wrote to TxDOT requesting that TxDOT pause further contract solicitation efforts for the NHHIP to allow the federal agency time to evaluate the concerns raised by Title VI complainants regarding the NHHIP.

WHEREAS, on March 11, 2021, the County filed a federal lawsuit challenging the NEPA process, the DEIS, FEIS, and ROD for the Project, styled as *Harris County, Texas v. Texas Department of Transportation*, No. 4:21-cv-00805 (S.D. Tex.) (the “Litigation”).

WHEREAS, on October 8, 2021, FHWA accepted a formal Title VI complaint filed by the County regarding the Project;

WHEREAS, on December 6, 2021, the Parties sought and received an agreed stay in the Litigation to allow for discussions to try to resolve the Litigation. The Court extended the agreed stay multiple times, during which the Parties continued their discussions.

WHEREAS, the County has engaged in discussions with TxDOT and has continued to provide TxDOT with comments and requests throughout these negotiations.

WHEREAS, the County and other agency partners have substantial interest in how the NHHIP is implemented, have engaged their stakeholders, and have articulated their goals for the Project in various letters and other documentation to TxDOT.

WHEREAS, this Memorandum of Understanding documents the commitments from TxDOT and Harris County to cooperate regarding the planning and implementation efforts of the NHHIP in a good faith effort to address the concerns of the residents of Harris County.

WHEREAS, the Parties agree that nothing in this Memorandum of Understanding is intended to change the Purpose and Need statements in the ROD or FEIS, and that any additional or supplemental NEPA assessment for the Project will be at TxDOT’s sole discretion.

NOW THEREFORE, the Parties agree as follows:

**TERMS**

**1. Design Changes**

**a. Segment 1**

- i. TxDOT will evaluate the design of Segment 1 to reduce the footprint and rebuild within the current footprint where feasible and consistent with the existing Purpose and Need and ROD. During the evaluation to reduce the footprint, TxDOT agrees to use best efforts to minimize right of way impacts. TxDOT will communicate to Harris County the results of this evaluation prior to detailed design of any portion of Segment 1. For purposes of this agreement, detailed design is defined as any advancement of the current level of schematic design.
- ii. Upon mutual agreement between TxDOT and the Metropolitan Transit Authority (“METRO”), TxDOT commits to evaluating the feasibility of additional station locations in Segment 1 as identified by METRO, consistent with the existing Purpose and Need and ROD. METRO will identify additional station locations no later than 365 days after the effective date of this agreement.

b. Segment 2

- i. TxDOT will evaluate the design of Segment 2 to reduce the footprint and rebuild within the current footprint where feasible consistent with the existing Purpose and Need and ROD. During the evaluation to reduce the footprint, TxDOT agrees to use best efforts to minimize right of way impacts. TxDOT will communicate to Harris County the results of this evaluation prior to detailed design of any portion of Segment 2. For purposes of this agreement, detailed design is defined as any advancement of the current level of schematic design.
- ii. TxDOT will consider and evaluate the use of cantilevered frontage road sections along the depressed portions of the interstate main lanes, consistent with the existing Purpose and Need and ROD.
- iii. Upon mutual agreement between TxDOT and the Metropolitan Transit Authority ("METRO"), TxDOT commits to evaluating the feasibility of additional station locations in Segment 2 as identified by METRO, consistent with the existing Purpose and Need and ROD. METRO will identify additional station locations no later than 365 days after the effective date of this agreement.

c. Segment 3

- i. Upon mutual agreement between TxDOT and METRO, TxDOT will collaborate with METRO on the potential accommodation of METRO's planned Inner Katy Bus Rapid Transit ("BRT") connection into the Central Business District ("CBD"). METRO's planned BRT connection into the CBD will not preclude potential improvements by TxDOT in both the Inner Katy Corridor and the NHHIP.

d. Frontage Roads

- i. TxDOT will design frontage roads to include pedestrian and bike elements along all segments. The frontage road design will be in accordance with applicable design criteria for the safe movement of pedestrians, cyclists, and motorists with a focus on appropriate speed levels and design standards to achieve these outcomes.
- ii. Within the 20-foot border on the frontage roads, TxDOT will evaluate reducing the width of the outside frontage road lane and widening the proposed sidewalk behind a protective curb to change the proposed on-street bike facility to an off-street 10-foot shared use path, with the caveat that it will be subject to constraint of the right-of-way as depicted in the FEIS and ROD, the accommodation of utilities, and the accommodation of noise walls that may be warranted and desired by adjacent property owners.
- iii. The Green Ribbon Program will be implemented along frontage roads throughout all Segments.

e. Structural Caps

- i. In Segment 2, TxDOT agrees to design and construct a structural cap necessary to support North Main Street together with the southbound and northbound frontage roads over IH 45 main lanes and managed lanes.
- ii. In Segment 3, TxDOT agrees to design and construct structural caps necessary to support both the METRO light rail Red Line and Fannin Street over the IH 69 main lanes.
- iii. In Segment 3, TxDOT agrees to design and construction a structural cap necessary to support Caroline Street and Wheeler Avenue, including the intersection of these streets over the IH 69 main lanes.
- iv. In Segment 3, TxDOT agrees to design and construct a structural cap over IH 45 and US 59/IH 69 from Commerce Street to Lamar Street in order to maintain the existing level of cross street vehicle and pedestrian access as well as maintaining access to the George R. Brown Convention Center.
- v. TxDOT will design, construct, operate, and maintain the following elements of the above referenced structural caps in Segments 2 and 3:
  1. Foundations for the structural cap to support the structural capacity needed for roads;
  2. Beams that provide the structural capacity needed to support the roads;
  3. Drainage elements that meet the applicable drainage criteria to convey stormwater runoff for the interstates, local, and frontage roads;
  4. Applicable ventilation systems for the interstate; and
  5. Applicable interior lighting, fire suppression and life safety system for the interstate.
- vi. TxDOT does not commit to funding any additional improvements (aesthetic, recreational, or otherwise) for the above referenced structural caps.
- vii. TxDOT commits to analyzing and providing third-party entities with the baseline structural loading calculations of the above-described elements that could accommodate amenities to be integrated with above referenced structural caps for Segments 2 and 3. If additional amount of structural load calculations beyond these baseline calculations are required, TxDOT will perform such calculations and provide this information to entities seeking to fund or construct any amenities or improvements on these structural caps.

- viii. At the request of any entity seeking to fund or construct any amenities or improvements on these structural caps, TxDOT will also provide the construction, maintenance, and operation cost increase calculations to change the above-mentioned elements to accommodate the proposed amenities being integrated into the caps that exceed the baseline structural load capacity calculations. These construction, maintenance, and operations cost increases would be borne by the entities funding or constructing these amenities or improvements.
- ix. TxDOT will help establish a working group with other governmental entities to evaluate federal funding sources that would be available to TxDOT and other entities for the design and construction of amenities to be integrated into these structural caps.
- x. TxDOT will assist in identifying federal funding grant opportunities or other funding sources and required non-state funding match to design and construct open space amenities.
- xi. TxDOT will provide engineering assistance for third-party development of the cap amenities.
- xii. Upon mutual agreement, TxDOT will consider entering into agreements with other governmental entities to incorporate into the construction plans the design of the amenities to be integrated into the caps, either during construction or after completion of the Project.
- xiii. Upon mutual agreement, TxDOT will consider entering into agreements with other governmental entities for their operation and maintenance of third-party funded amenities, either during construction or after the completion of the Project.
- xiv. TxDOT agrees to coordinate with the County and other relevant parties on providing additional capacity for projected travel demand by incorporating transit opportunities, travel demand and management strategies, and flexible operations, as committed to in the ROD.

## **2. Public Engagement**

- a. Prior to beginning construction of any portions of Segment 3, TxDOT will develop a project-specific website (the "Multilingual Website"). The Multilingual Website will provide information about construction updates, road closures, and public transit disruptions during the construction phase. The website will be translated into Spanish and will include an additional tool to provide translation of the information into other languages. Additionally, this site will be ADA-compliant, providing accessibility features.
- b. All air monitoring data will be published on the Multilingual Website as close to real-time as possible.
- c. The Multilingual Website will also include a resident complaint form residents can fill out to report offsite impacts during construction.
- d. The website will describe and list eligibility criteria for the weatherization and energy efficiency program (*See* ROD at 21 and ROD Appendix A at 9) and will provide links to materials regarding the rental assistance program, and the move-out stipend program provided on the Project website (*See* ROD at 17-20).
- e. The six NHHIP-related job fairs that TxDOT will host for potential design-build sections of the Project will be advertised on the website.
- f. Multilingual postcards will be mailed to residents in and around the project area advertising the above-mentioned website and a resident complaint line. The postcard will be translated into Spanish and other appropriate languages.
- g. TxDOT will notify all displaced public housing residents individually and provide them with information regarding how to claim priority status at the affordable housing developments currently under construction. Notice to displaced residents will include information regarding the type of units available at each development (e.g., number of bedrooms/bathrooms, whether the apartment is ADA accessible).

## **3. Air Mitigation**

- a. TxDOT will ensure that air monitors in each segment will begin operating one year in advance of the commencement of construction on the corresponding segment.
- b. TxDOT will provide one air monitor in each segment and will monitor for the same pollutants in Segment 1 as those as described in the FEIS and ROD for air monitors in Segments 2 and 3.
- c. TxDOT will continue to consult with the experts it has retained to assist with air monitoring and air monitor siting on an as needed basis as the air monitoring plan is implemented in each Segment.

The confirmed air monitoring plan for each Segment will be transmitted to Harris County Pollution Control Services Department ("HCPCSD") for review and comment prior to the installation of any air monitors in that Segment. HCPCSD will provide comments within 30 business days of transmittal date by TxDOT. TxDOT will make good faith efforts to address HCPCSD's comments.

- d. TxDOT will provide HCPCSD the appropriately aggregated data from the air monitoring plan and give HCPCSD the opportunity to meet with the above-mentioned experts to review the air monitoring data.
- e. TxDOT commits to providing the County details on the weatherization and energy efficiency upgrades program as specified in the ROD as it is developed. (*See* ROD at 21 and ROD Appendix A at 9.)

**4. Noise Mitigation**

- a. TxDOT commits to incorporating longitudinal tining on all main lanes and frontage roads for the entire length of the Project, except on bridges that will be saw-cut longitudinally.
- b. TxDOT commits to installing additional barriers to provide aesthetic mitigation as well as noise mitigation in environmental justice areas, as defined in the FEIS, subject to adjacent landowner approval. These walls would be proposed where they would be effective for noise mitigation (reduce traffic noise levels by at least 3 dB(A)) in locations in the TxDOT right-of-way where they would not restrict access to the property, not impede drainage, and otherwise be constructible. The Parties will continue to coordinate on appropriate locations for additional aesthetic walls throughout the design phase of the Project.
- c. Prior to constructing any noise barriers or aesthetic walls proposed in the ROD and determined to be feasible, TxDOT will solicit the viewpoints of all eligible adjacent property owners in accordance with TxDOT's Traffic Noise Policy Implementation Guidance.

**5. Collaboration between TxDOT and Harris County Flood Control District on Drainage**

- a. TxDOT commits to working with Harris County Flood Control District ("HCFCD") and transmitting all project drainage plans to HCFCD for review and comment. HCFCD will provide comments to each transmittal no later than thirty (30) business days after the transmittal date by TxDOT. TxDOT will make good faith efforts to address HCFCD's recommendations.
- b. While TxDOT will follow TxDOT's Hydraulics Manual and utilize ATLAS 14 rainfall data, TxDOT will review and evaluate requests by HCFCD for the application of components of their manuals to be applied to the NHHIP drainage design.
- c. TxDOT commits to completing the detailed drainage study for Segment 1 prior to proceeding with the construction on Segment 1. TxDOT commits to a process by which HCFCD may submit feedback on the Segment 1 detailed drainage study prior to the study's completion. HCFCD will provide comments no later than thirty (30) business days after the transmittal date by TxDOT. TxDOT will make good faith efforts to address HCFCD's recommendations.
- d. TxDOT commits to negotiating a potential advance funding agreement or other agreement with HCFCD for the storm water detention basins along the Little White Oak Bayou at locations mutually agreed-upon up to and during detailed design. Upon agreement of terms, TxDOT and HCFCD will execute such agreement.
- e. TxDOT commits to negotiating potential agreements with HCFCD for HCFCD to fund, design, construct, operate, and maintain drainage basins. Upon agreement of terms, TxDOT and HCFCD will execute such agreement.
- f. TxDOT will collaborate with HCFCD to identify locations to evaluate the design and construction of bridges to accommodate improvements to the drainage channel. Specifically, TxDOT commits to evaluating a bridge at Halls Bayou and IH 45 wide enough to accommodate future channel widening within the TxDOT right-of-way if Harris County Commissioners Court has voted to approve and fund Halls Bayou channel widening prior to the 30% design completion for Segment 1.
- g. TxDOT will collaborate with HCFCD as the drainage improvements are being designed so that future planned improvements to be implemented by HCFCD can be accommodated.

**6. Housing and Public Housing Relocation Programs**

- a. TxDOT commits to providing further details regarding the distribution and allocation of the \$27 million to affordable housing initiatives committed to in the ROD. (See ROD at 16.) Once executed, TxDOT will provide the County a copy of the agreement allocating this money to the affordable housing initiatives.
- b. TxDOT will work with Houston Housing Authority to maintain active contact information for Clayton Homes displacees, and the information will be used to assist in offering Clayton Homes displacees first option to move to replace dwellings once completed.
- c. TxDOT commits to providing the eligibility requirements for the move-out cost reimbursement and rent stipend programs and will post this information on the Project website mentioned above.
- d. TxDOT commits to providing Limited English Proficiency ("LEP") service resources in a timely manner to LEP individuals. TxDOT will also secure LEP service resources through contracts where necessary and ensure contracts remain active throughout the duration of the construction process.
- e. TxDOT commits to providing required notices to affected residents dealing with both their benefits and move out dates. Required notices will be translated into applicable languages other than English based on language needs of affected residents.

**7. Park and Greenspace**

- a. TxDOT will continue discussions with Harris County regarding the surplus property near downtown and McKee Street Bridge to expand the County-owned James Bute Park.

- b. TxDOT commits to fund, design, and construct a trail network and greenway areas within the existing and proposed right of way of all Segments to provide connectivity between the neighborhoods and bayous. To aid with this, TxDOT will also provide design resources to assist other third parties, including but not limited to the Houston Parks Board, to develop a map of potential trail links within the existing and proposed right-of-way ("ROW") that may be incorporated by TxDOT if feasible.
- c. TxDOT commits to seeking and supporting funding opportunities for the design and construction of new trails that are feasible within the state's ROW and would be maintained and operated by a third party. Moreover, TxDOT will work with these third parties to identify funding sources to design and construct trail links outside the state's ROW.

**8. Design Coordination**

- a. TxDOT will provide the County with technical specifications of design-build portions of the project for review and comment prior to the issuance of a Request for Proposal (RFP).
- b. TxDOT will require design coordination meetings of its design-build contractor and affected governmental entities. TxDOT will transmit to Harris County its design criteria for the design-bid-build portions of the NHHIP for review and comment prior to the start of detailed design. Harris County will provide comments no later than thirty (30) business days after the transmittal date by TxDOT. TxDOT will make good faith efforts to address Harris County's comments.

**9. Connectivity and Local Streets**

- a. TxDOT commits to expanding the traffic impact studies to evaluate turning movements, level-of-service, safety, and other factors over a wider area than currently contemplated in the Interstate Access Justification Report. Specifically, TxDOT will perform a traffic analysis for operations on the following:
  - i. North San Jacinto Street with IH 10 and the associated ramps in the proposed condition;
  - ii. Franklin and Congress, and the respective intersections with Jackson, Chenevert, Hamilton, New Hamilton, and St. Emmanuel in proposed condition;
  - iii. Smith and Louisiana, and the respective intersections with Preston, Congress, and Franklin in the proposed condition; and
  - iv. Milam and Travis, and intersections with Preston, Congress, Franklin, and Commerce in the proposed condition.
- b. For Segment 1, TxDOT agrees to perform a comprehensive traffic analysis for intersecting local streets identified by Harris County that TxDOT concurs warrants expanded study including but not limited to an evaluation of turning movements, level-of-service, and safety. Harris County will identify the intersecting local streets to be studied by TxDOT no later than 365 days after the effective date of this agreement. TxDOT will complete the study prior to the start of 60% detailed design of the application portion of Segment 1.

**10. Transit and Multimodal Transportation**

- a. TxDOT commits to providing a minimum of fourteen (14) calendar days' notice of service disruptions caused by the NHHIP to bus riders for temporary scheduled closures. TxDOT will post multilingual notices of scheduled closures on the Multilingual website.
- b. TxDOT commits to coordinating with METRO to design the reconstruction of HOV lanes or ramps to allow the conversion to full-time two-way operations that is consistent with the existing Purpose and Need and the ROD.

**11. Construction**

- a. TxDOT will provide a project-specific Multilingual Website that will provide road closure notices and detour routes as applicable.
- b. For high-traffic-impact closures, TxDOT will send out enhanced notifications in addition to posting information on the Multilingual Website.
- c. The project specific multilingual website will include a functionality for the public to make requests and communicate concerns to TxDOT about the NHHIP during the construction phase.

**12. Schools**

- a. Prior to beginning construction of each Segment, TxDOT commits to meeting with the schools affected by the NHHIP to discuss the construction phase and mitigation measures, including those intended to lessen impacts to student pick-up and drop-off operations. TxDOT agrees to continue discussions with affected schools during construction so that any updates or changes to construction or mitigation measures are communicated prior to their implementation.
- b. TxDOT will coordinate with impacted schools to address construction phasing and mitigation effects during STARR testing and other sensitive times.

**13. Stormwater Quality**

- a. While TxDOT will follow its practices for stormwater quality management, TxDOT will review and evaluate requests by Harris County for the application of components from its practices.

**14. Communication**

- a. TxDOT agrees to provide Harris County annual updates regarding the status of commitments contained in this agreement. The annual update would include TxDOT's efforts to achieve commitments and any determinations of infeasibility.

**15. Termination**

- a. Each party may cancel its participation in this MOU, upon 30 days written notice, if the project is removed from the Texas Unified Transportation Program.

**16. Parties' Understanding**

- a. This MOU represents the parties' agreement following good faith attempts to resolve the concerns raised by the County in the Litigation regarding the NHHIP. With TxDOT's commitment to the terms enumerated in this agreement, the parties agree that the County's concerns that were the basis of the Litigation have been satisfied and the County supports the advancement of the Project.

**END OF LITIGATION**

IN CONSIDERATION of the foregoing, and immediately upon execution of this Memorandum of Understanding, the County will file a stipulation of dismissal of the Litigation signed by all parties pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), or alternatively move for dismissal of the Litigation pursuant to Fed. R. Civ. P. 41(a)(2). The terms of this Memorandum of Understanding will become effective upon the dismissal of the Litigation.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be duly executed as shown below.

**HARRIS COUNTY**

By:  \_\_\_\_\_  
County Judge Lina Hidalgo

Date: December 22, 2022

**TEXAS DEPARTMENT OF TRANSPORTATION**  
By:  \_\_\_\_\_  
Marc D. Williams, P.E.  
TxDOT Executive Director

Date: December 16, 2022