

**Interlocal Agreement between
Texas Department of Transportation
and City of Houston
Concerning the
North Houston Highway Improvement Project**

This Interlocal Agreement ("Agreement") is between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT") and the City of Houston, a home-rule municipality ("City").

RECITALS

A. WHEREAS, TxDOT is evaluating a proposed highway construction project, the North Houston Highway Improvement Project (the "Project"). The Project concerns the addition of four managed express lanes on Interstate Highway 45 ("I 45") from Beltway 8 North to Downtown Houston, including reconstruction of mainlanes and frontage roads, and the rerouting of I 45 in the Downtown area to be coincident with I 10 on the north side of Downtown and coincident with U.S. Highway 59/I 69 on the east side of Downtown.

B. WHEREAS, TxDOT is preparing an environmental impact statement compliant with the National Environmental Policy Act ("NEPA") and other laws to study the impacts that would be caused by the Project. As part of the work, TxDOT is holding various public events and making other communications to educate the public on the nature of the Project and potential impacts, and to receive comment from the public.

C. WHEREAS, on Segment Nos. 2 and 3 of the Project there are three locations at which TxDOT proposes opportunities for structural caps over the mainlanes. The areas could be used as open space. As explained in TxDOT's Draft Environmental Impact Statement, the development of the open space is conceptual only and would be separate from TxDOT's roadway project. Any open space would require development and funding by parties other than TxDOT. The City desires to evaluate the caps both with TxDOT and with the public to evaluate related civic enhancement and community development.

D. WHEREAS, the City desires to evaluate both with TxDOT and with the public the other impacts (not related to the caps) that may be caused by the Project. The City desires to provide enhanced public participation to provide an additional forum for the public and stakeholders. And the City desires to provide enhanced input based on the City's own expertise developing transportation projects. City staff and consultants will bring comments to the Mayor's Steering Committee to evaluate related civic enhancement and community development. The City will develop approaches for partnerships between agencies and groups, and develop mitigation measures or changes TxDOT may commit to before the Record of Decision or in a re-evaluation.

E. WHEREAS, on December 16, 2014, TxDOT entered into an agreement with the Federal Highway Administration ("FHWA") under which FHWA assigned its responsibilities to TxDOT to carry out the environmental review under NEPA and compliance with other federal laws concerning proposed highway projects. Such responsibilities remain solely the responsibility of TxDOT. This agreement between TxDOT and the City does not affect TxDOT's obligations as assigned by FHWA, nor change that TxDOT must itself carry out those obligations.

F. WHEREAS, TxDOT and the City are authorized to enter into this Agreement under Texas Transportation Code Section 201.209, and Chapter 791, Texas Government Code.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. As outlined in Recital Item D, the City will carry out public participation to provide a forum for the public and stakeholders. The City's public participation process will serve as an enhancement to TxDOT's public participation process. The City will hold at least two pairs (total of four) general-public meetings that will be organized cooperatively and hosted jointly by the City and TxDOT. Any stakeholder meetings will be organized by the City and will not be TxDOT-sponsored, although TxDOT will send high level representatives to be active participants.
2. The City will provide enhanced input to TxDOT based on the City's own expertise developing transportation projects.
 - a. The City's activities will include: to review all comments received so far, to review the Project and its goals, to seek additional input through public meetings and other outreach, to identify impacts from the Project, to develop possible alternatives for community enhancements in key areas, to seek public input on those alternatives, and to develop a list of recommendations to the Mayor's Steering Committee which the Mayor can use in discussions and formal comments to TxDOT to guide implementation of community enhancements. This process is expected to be complete by September 2019, though may run as late as December 31, 2019.
 - b. While this process is focused on Segments 1 and 2 of the Project (as identified in the Draft Environmental Impact Statement), some the neighborhoods that are affected by Segment 2 also border Segment 3, and the design of Segments 1 and 2 is linked to the design of Segment 3. Thus, Segment 3 will not be excluded from the discussions.
 - c. To guide this process, the City has convened a facilitation group of stakeholders that would be affected by the Project. This group will include representatives of the neighborhoods that would be affected by the Project, representatives of nonprofit groups with expertise on the Project, and representatives of public agencies.

- d. To support this effort, private funding is being sought to engage consultants and non-profits with expertise in transportation planning, highway design, urban planning and design as a technical team to support the City's effort. The Houston Parks Board will serve as the fiscal agent for the funding. (TxDOT will play no role in the efforts to procure or spend the private funds.)

3. When the City carries out its public participation, the City will explain that the City is assisting TxDOT by carrying out additional public participation according to this Agreement as an enhancement to TxDOT's processes, that TxDOT remains solely responsible for the preparation of the environmental review document for the Project, and that the City is not a representative of TxDOT.

4. To assist the City's preparation of its analyses and public participation activities, TxDOT will provide engineering plans and other documents showing TxDOT's analyses. TxDOT employees and consultants will attend up to four general-public events to provide technical expertise, as well as stakeholder meetings as needed.

5. TxDOT will discuss its draft mitigation ideas with the City as TxDOT continues the environmental review process under NEPA.

6. The City will summarize both the public input it has received and the City's own recommendations, and provide such information to TxDOT. The recommendations will be a public document, available to anyone. TxDOT will carefully consider any recommendations by the City concerning the design of the Project or the mitigation of impacts. TxDOT may incorporate these recommendations through changes to the Project, either before the Record of Decision or through a re-evaluation.

7. TxDOT will promptly respond to inquiries from the City concerning the environmental review of the Project. TxDOT and the City will each provide a contact person that is designated to carry out the communications under the Agreement. Further, the City may designate one additional person as a contact person, who works for the Parks Board.

8. Each party will pay for its own expenses.

9. The Agreement will be effective upon the last party signing it. The Agreement expires on December 31, 2019.

10. Violation or breach of the Agreement by the City or TxDOT shall be grounds for termination of the Agreement.

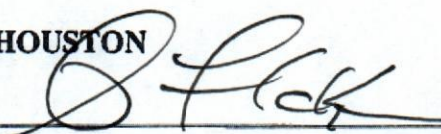
11. The following persons are identified as the contact person for the respective party. All communications with a party shall be through its designated contact person:

TxDOT	Quincy Allen District Engineer Texas Department of Transportation
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	<p>7600 Washington Avenue Houston, Texas 77007</p> <p>(713) 802-5011 quincy.allen@txdot.gov</p>
City of Houston	<p>Andy Icken Chief Development Officer City of Houston 901 Bagby Street Houston, Texas 77002</p> <p>(832) 393-1064 andy.icken@houstontx.gov</p>
Houston Parks Board	<p>Beth White President and CEO Houston Parks Board 300 North Post Oak Lane Houston, Texas 77024</p> <p>(713) 942-8500 (ext. 11) bethwhite@houstonparksboard.org</p>


IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed as shown below.

CITY OF HOUSTON

By: 

Date: 7/9/19

TEXAS DEPARTMENT OF TRANSPORTATION

By: 
Quincy Allen, P.E.
District Engineer, Houston District

Date: 7/2/2019