



## AAH Statement on the City and County NHHIP MOUs with TxDOT Full Analysis

Earlier this week, Harris County, the City of Houston, and the Texas Department of Transportation (TxDOT) held a joint press conference to announce the signing of two separate Memoranda of Understanding (MOUs) regarding the NHHIP. While each party celebrated these agreements as transformational resolutions to long-standing issues with the project, detailed analysis reveals that the MOUs will do very little to protect Houston communities from the potential harms posed by this project. Furthermore, the MOUs are non-binding and offer no recourse if TxDOT fails to uphold the agreements.

We would like to first highlight some positive elements of these MOUs related to transit and language accessibility. Requiring TxDOT to ensure the corridor is Bus Rapid Transit (BRT) ready is an accomplishment worth celebrating. Both City and County officials have championed the need to improve public transportation; ensuring this corridor aligns with METRO's capital improvement plan, METRONext, is worthy of celebration. TxDOT committed to more trail connections and higher-comfort bikeway designs on frontage roads. Our organization also appreciates the efforts to improve accessible public engagement via the "Multilingual Website." As this project advances, ensuring the public has equitable, accessible opportunities to provide input on the project is paramount.

Below, we have outlined specific concerns with key provisions contained in the two MOUs.

- **Air Quality** - Since the release of the Draft Environmental Impact Statement (DEIS), concerns have been raised about the potential impact on air quality for neighborhoods adjacent to the I-45 expansion footprint. TxDOT's projection that annual daily traffic on this corridor will increase [by as much as 60%](#) suggests that levels of criteria pollutants - carbon monoxide, ground level ozone, particulate matter, for example - will drastically increase on and immediately adjacent to the corridor. Although TxDOT has consistently maintained that air quality will improve on a *regional level* and that no detailed analysis of localized air quality impacts is necessary, Air Alliance Houston validated the air pollution impacts in our [Health Impact Assessment](#) released in 2019. Neither of these MOUs address air quality concerns. The County's MOU provides for additional air monitoring along the corridor, but this will do nothing to address the sources of the pollution - it will only make clearer how badly air quality will be affected. This is the equivalent of paying for a rain gauge when it's already flooding several feet.

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a: 2520 Caroline Street, Suite 100, Houston, TX 77004 | p: 713.528.3779 | w: [airalliancehouston.org](http://airalliancehouston.org)

- **Displacements and Increased Right-of-Way** - Perhaps the most disturbing aspect of these MOUs is the utter failure to adequately address concerns over the amount of additional Right-of-Way (ROW) needed and ensuing community displacements - a focal point of concern since NHHIP scoping meetings were held in 2009. These concerns culminated in the numerous civil rights complaints filed against the project, contending that TxDOT only considered project alternatives that would result in displacements in low-income and minority communities.
  - TxDOT has merely agreed to “consider” reducing the ROW width in Segments 1 and 2 as long as it does not impede vague NHHIP project goals such as strengthening Houston’s economy and providing long-term capacity to reduce congestion. [TxDOT has consistently demonstrated a resistance to sacrifice capacity expansion for the sake of other design elements on this project and many others.](#) This makes any alternative design that reduces the ROW width or number of displaced homes, businesses, and churches highly unlikely and vests the ultimate decision-making authority with TxDOT. Unfortunately, neither MOU includes any recognizable enforcement mechanism to ensure TxDOT abides by the spirit or letter of the document.
  
- **Segment 3** - Equally as concerning is that both MOUs make clear upfront that the Segment 3 design is not to be touched by this or any future agreement, despite the fact that a majority of the total displacements would occur in Segment 3 and that this Segment is the primary focus of the ongoing civil rights investigation conducted by the Federal Highway Administration (FHWA). We are thoroughly disappointed that the City would abandon its commitment to equity in this project based on the flimsy reasoning that the Segment “has advanced to the point of significant planning and design” and is therefore not “appropriate” to be reconsidered. Considering this Segment’s centrality in the civil rights investigation, the “solutions” provided in this MOU should in no way be considered sufficient mitigation of civil rights concerns in this project. It is clear to see the City’s MOU prioritizes and protects downtown financial interests to the detriment of low and moderate income residents, communities of color, and small local businesses.
  
- **Housing** - The lack of commitment to build a highway within the existing ROW ensures that displacements will still occur. Very few of the provisions in the City’s MOU are materially different from already agreed-to mitigations from previous negotiations. Vague commitments like net-zero housing loss and ensuring community members can relocate within their own neighborhood lack detail in implementation and accountability to ensure either of these will be achieved. The \$30 million for replacement housing mentioned in the MOU is a slight increase from the already-promised \$27 million TxDOT has discussed for multiple years and is still insufficient to replace all housing units projected to be lost as a result of the NHHIP. The provisions outlined in the MOU are certainly more detailed than previous iterations, but much of the language is merely describing required federal regulation under the Uniform Relocation Assistance and Real Property Acquisition Act, not additional, above-and-beyond concessions by TxDOT. Some

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of the language included in this section and others actually comes directly from an MOU first drafted in 2020; both the County and City walked away from signing the agreement at that time because of its deficiencies and lack of good faith in TxDOT to carry out the provisions. Touting these provisions as new agreements reached as a result of negotiations is disingenuous at best.

- **Flooding** - The NHHIP's impact on flooding issues has been an ever-present concern throughout the planning process. Two months following the release of the DEIS in the summer of 2017, Houston and the surrounding region was battered by Hurricane Harvey, one of the most destructive rainfall events in our city's history. Following this and other major flood events, Harris County undertook an effort to update floodplain maps to better reflect the existing conditions. Through this process, Harris County has incorporated Atlas 14 rainfall data, the most up-to-date and comprehensive flood prevention data available. As climate change continues to produce massive rainfall events, infrastructure planning to sufficiently address increased rainfall is all the more important. Given this, our organization is deeply concerned that the County's MOU specifies that TxDOT need only incorporate Atlas14 rainfall data into Segment 1, not all three segments. What is the purpose of exempting the southern two Segments from this more comprehensive level of evaluation?

It would be difficult to overstate our disappointment in the contents of these two MOUs, the closed-door manner in which they were created and signed, the lack of sufficient time for the public to read and respond to them, and the tone with which they were presented. The celebratory nature of the joint press conference, replete with handshakes and congratulations on reaching a landmark compromise, does not reflect the emptiness and insufficiency of these documents. The "new" vision for the NHHIP, as outlined in these agreements, is barely a departure from the drafted MOU that Harris County rejected in 2020. The provisions designed to protect Houston communities from excessive ROW expansion, increased pollution, and worsening flooding do very little in practice. Excluding the BRT-readiness provision, none of the outlined changes bring the NHHIP more in line with City goals outlined in numerous planning documents, such as Resilient Houston or the Houston Climate Action Plan. In fact, by signing this agreement, the City and County are in effect giving TxDOT greater license and legitimacy to cause harm to these communities via this project.

We urge the City and County to act with greater transparency on any future decisions about this project. We will continue to work with partners to support the FHWA investigation and to ensure that community members have the opportunity to weigh in on such consequential decisions as the NHHIP.

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