

**MEMORANDUM OF UNDERSTANDING  
POST OAK BOULEVARD RECONSTRUCTION WITH  
DEDICATED BUS LANES, AND BELLAIRE  
UPTOWN TRANSIT CENTER PROJECTS**

The Board of Directors of the Metropolitan Transit Authority of Harris County, Texas (METRO) passed a Resolution No. 2012-100 on September 27, 2012 in support of infrastructure improvement plans for the Post Oak Boulevard Corridor, and to administratively support future enhanced corridor service, including enhanced Park & Ride connectivity, and operation of the future Transit Center near the Westpark right-of-way.

The City of Houston (COH) passed on Ordinance No. 2013-470 on May 15, 2013 adopting an amended project plan for TIRZ 16 and the Uptown Development Authority, authorizing the construction of an improved Post Oak Boulevard, including transit and pedestrian improvements and right-of-way acquisition.

This Memorandum of Understanding (MOU) will serve as a general framework for the roles and responsibilities of METRO, Harris County Improvement District No. 1 and the Uptown Development Authority / TIRZ 16 (collectively, Uptown) and COH with respect to the Reconstruction of Post Oak Boulevard with Dedicated Bus Lanes, and Bellaire Transit Center (collectively, the Project).

The Project is a City of Houston project as included in the COH's Capital Improvement Program and designs and project specifications much meet all current COH codes and procedures.

The Project will provide a seamless integration into the overall transit system: providing significant regional benefits to all of the project partners including TxDOT, Uptown, the cities of Houston and Bellaire, METRO, and other regional transit providers. The project will connect both Park & Ride bus commuters and local bus system riders to this high frequency, high quality bus service.

As the implementing entity, the City of Houston and its implementing agency, the Uptown TIRZ Board of Directors, affirm that the Post Oak Boulevard Dedicated Bus Lanes represent the appropriate form of transit serving the Uptown market for this construction project. The proposed project is not a precursor to Light Rail Transit.

All rights-of-way acquired for the improvements to Post Oak Boulevard will be owned by the COH. The Uptown Development Authority will own the land and improvements associated with the Bellaire / Uptown Transit Center. Any future modifications to or within the COH rights-of-way for transit purposes must meet the requirements of laws of the State of Texas and must be approved by the Mayor and City Council of the COH through the adoption of a Consent Agreement.

The Bellaire / Uptown Transit Center will have seamless connectivity to the HOV lanes, as well as local street and local bus service. Local access to the Bellaire / Uptown Transit Center will be provided along COH rights-of-way.

The COH retains control and operation of all traffic signal systems.

Upon execution of this MOU and based on the understandings outlined herein, representatives of Uptown, METRO, and the COH intend to formulate and enter into definitive agreements for the development of the Project. These agreements will define the specific roles and responsibilities for the planning, design, financing, procurement, construction, operation and maintenance of the new transit service and infrastructure improvements comprising the Project.

The Project has been programmed for Federal funding by the Houston-Galveston Area Council Metropolitan Planning Organization (H-GAC MPO).

Uptown will be the Grantee for all Federal Funds awarded to the Project by the Federal Transit Administration (FTA) and as such, will be responsible for project development including but not limited to the environmental clearances, design and construction of the Project.

The following defines a basic outline of the roles and responsibilities of the parties in accomplishing the Project:

Uptown's responsibilities:

1. Uptown will be the Grantee for all Federal Funds available for the construction of this Project.
2. Uptown will comply with all requirements as a recipient of Federal funds.
3. Uptown will ensure that all work and deliverables meet FTA and other state and local requirements.
4. Uptown will be responsible for all environmental work related to

project development and will coordinate with all local transportation agencies, in consultation with FTA

5. Uptown will be responsible for all inter-agency and stakeholder coordination and public involvement as required for the Project.
6. Uptown will be responsible for design and construction of the Project.
7. Uptown will be responsible for all real estate acquisition required for the Project in coordination with FTA, and will provide special counsel and other consultants and advisors for the Project. Uptown's special counsel will be retained at rates approved by the COH and may guide Uptown through the eminent domain process up to filing of suit.
8. Subject to approval of City Council, COH will file suit and Uptown will pay for all costs and expenses incurred by the COH during the eminent domain process, which may include COH resources and personnel, special counsel, appraisers and other consultants and advisors that the COH may require.
9. The Uptown Development Authority will be the owner in fee of the Bellaire / Uptown Transit Center and the Bellaire Transit Center parking garage.
10. Uptown will work cooperatively with METRO on the Project bus specifications, operating plans, fare collection systems and other transit systems characteristics.
11. Uptown will secure all required permits and approvals in accordance with COH ordinances, codes, and standards.
12. Uptown will comply with COH Capital Improvements Plan (CIP) requirements as specified in the COH Department of Public Works and Engineering Infrastructure Design Manual including submittal requirements for Design Contracts with the COH.
13. Uptown will obtain the COH's approval for all plans and specifications for improvements within COH right-of-way.
14. Uptown will maintain any improvements placed in COH right-of-way that is different from COH standards.

15. Uptown will construct a project that meets METRO's operational requirements for safe and efficient operations of local Park & Ride and Project buses.
16. Uptown will work cooperatively with METRO to coordinate access to METRO right-of-way and facilities. Uptown will seek right of entry agreements on METRO right-of-way.

**METRO's responsibilities:**

1. METRO will develop the Project bus specifications, operating plans, fare collection policy and systems, bus schedules and other system characteristics necessary to operate the bus service in a safe and efficient manner and consistent with METRO's overall operations principles. METRO will procure the Project buses.
2. METRO will operate bus service on the dedicated bus lanes, to the bus stops along the dedicated bus lanes, and at, utilize the Bellaire / Uptown Transit Center, and use other transit elements after successful completion of the Project by Uptown and acceptance of the Project by METRO. METRO must review and approve the number of and location of all bus stops.
3. METRO will commit the resources necessary to modify the Northwest Transit Center to accommodate the Project buses as part of the Northwest Transit Center's future operation.
4. METRO, acting upon timely submission of required information from Uptown, shall review and provide technical comments related to the dedicated bus lanes, bus stops, passenger shelters, transit terminal and other transit elements prior to construction.
5. METRO will review and provide technical comments to Uptown regarding all utilities that could impact operations of the Project and utilities proposed to be located horizontally within 4 feet of the dedicated bus lanes.

**COH's responsibilities:**

1. Upon completion and COH acceptance by current codes and procedures, the COH will be the owner of the additional Post Oak Boulevard right-of-way and all standard public


infrastructure improvements within the Post Oak Boulevard right-of-way.

2. COH, subject to action by the City Council, may agree to exercise the COH's eminent domain authority, as needed, to acquire property for the Project. The COH will facilitate timely review and approvals of the Project's documents in accordance with current codes and procedures and will not unreasonably withhold approval.
3. COH will place the Project in its CIP.
4. COH, acting upon submission of required information from Uptown in accordance with COH Ordinance No. 2005-371, will issue notifications to owners of utilities regarding their obligations to relocate to not be in conflict with the dedicated bus lanes and the efficient operation of the transit service as necessary, under any applicable franchise agreements, COH ordinance, or other law.
5. The COH will coordinate with Uptown for the relocation of all utilities as necessary to not be in conflict with the dedicated bus lanes and to minimize impact to efficient and reliable operation of the transit service as well as continuity of utility service as appropriate.
6. COH will review and approve proposed local street connectivity for access to the Bellaire / Uptown Transit Center.

This MOU is intended to summarize the parties' understanding of the roles and responsibilities of the parties that will be incorporated into future definitive agreements. This MOU is not intended to be a binding agreement.

Date effective as of August 13, 2014.

Agreed:

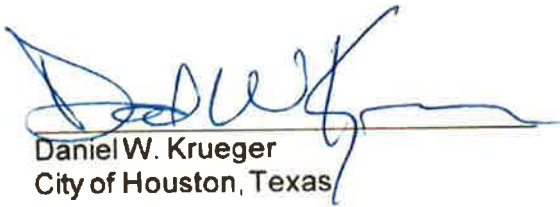
  
Thomas C. Lambert  
Metropolitan Transit Authority of  
Harris County, Texas



John Breeding  
Harris County Improvement District No. 1  
Uptown Development Authority TIRZ 16



Andrew F. Icken  
City of Houston, Texas



Daniel W. Krueger  
City of Houston, Texas