

**AGENDA**  
**TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE**  
**Village of Hoffman Estates**  
**November 9, 2015**

**Immediately Following Special Village Board Meeting**

<b>Members:</b>	<b>Gary Stanton, Chairperson</b>	<b>Anna Newell, Trustee</b>
	<b>Karen Mills, Vice Chairperson</b>	<b>Gary Pilafas, Trustee</b>
	<b>Gayle Vandenberg, Trustee</b>	<b>Michael Gaeta, Trustee</b>
		<b>William McLeod, Mayor</b>

- I. Roll Call**
- II. Approval of Minutes – October 12, 2015**

**NEW BUSINESS**

- 1. Status of Transit Improvement Task Force recommendations.
  - 2. Request approval of resolution for extension of Intergovernmental Agreement with the City of Chicago for the O'Hare Noise Compatibility Commission through 2020.
  - 3. Request acceptance of Transportation Division Monthly Report.
- III. President's Report**
  - IV. Other**
  - V. Items in Review**
  - VI. Adjournment**

**Village of Hoffman Estates**

**TRANSPORTATION & ROAD IMPROVEMENT  
COMMITTEE MEETING MINUTES**

**DRAFT  
October 12, 2015**

**I. Roll Call**

**Members in Attendance:**

**Trustee Gary Stanton, Chairperson  
Trustee Karen Mills, Vice Chairperson  
Trustee Gayle Vandenberg  
Trustee Anna Newell  
Trustee Gary Pilafas  
Trustee Michael Gaeta  
Mayor William D. McLeod**

**Management Team Members  
in Attendance:**

**Dan O'Malley, Deputy Village Manager  
Art Janura, Corporation Counsel  
Mark Koplin, Asst. Vlg. Mgr. – Dev. Services  
Peter Gugliotta, Director of Planning  
Kevin Kramer, Economic Dev. Coord.  
Mike Hankey, Director of Transportation  
Patrick Seger, Director of HRM  
Monica Saavedra, Asst. HHS Director  
Fred Besenhoffer, IS Director  
Bev Romanoff, Village Clerk  
Ashley Monroe, Asst. to Village Manager  
Austin Pollack, Administration Intern  
Bruce Anderson, CATV Coordinator  
Ben Gibbs, Sears Centre**

The Transportation & Road Improvement Committee meeting was called to order at 7:13 p.m.

**I. Roll Call**

**II. Approval of Minutes – September 21, 2015  
September 28, 2015**

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Transportation & Road Improvement Committee meeting minutes of September 21, 2015. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Transportation & Road Improvement Committee meeting minutes of September 28, 2015. Voice vote taken. All ayes. Motion carried.

**NEW BUSINESS**

**1. Request acceptance of the Transportation Division Monthly Report**

An item summary sheet from Mike Hankey was presented to Committee.

Trustee Stanton noted in the CN noise mitigation all residents have been paid. Mr. Hankey confirmed residential home owner reimbursements have been paid and mentioned Hanover Township is working to complete a common area landscaping project.

Trustee Stanton inquired as to when the traffic signal on Roselle road will go up. Mr. Hankey reported the signal would be complete most likely after the first of the year.

Motion by Trustee Gaeta, seconded by Trustee Pilafas, to accept the Transportation Division Monthly Report. Voice vote taken. All ayes. Motion carried.

**III. President's Report**

**IV. Other**

**V. Items in Review**

**1. Status of Transit Improvement Task Force recommendations.**

Mr. Hankey noted items to be brought forward next month include information about the Taxi discount program, the Higgins Education Center and the status of the Pace planning efforts for the Park N Ride.

**VI. Adjournment**

Motion by Trustee Mills, seconded by Trustee Gaeta, to adjourn the meeting at 7:17 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

\_\_\_\_\_  
Jennifer Djordjevic, Director of Operations  
and Outreach, Office of the Mayor and Board

\_\_\_\_\_  
Date

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Status of Transit Improvement Task Force recommendations

**MEETING DATE:** November 9, 2015

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey

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**PURPOSE:** Activities undertaken by the Transit Improvement Task Force along with various recommendations from the group are presented.

**DISCUSSION:** The Village completed its first comprehensive assessment of transit needs and opportunities in March 2013. The Village applied for and was granted funding through the RTA's Community Planning program which covered eighty percent of the study's cost. The main focus of the analysis was to evaluate transit needs, with a particular emphasis on flexible service operations. Flexible services are more responsive to demand for travel than a fixed route with defined stops, but they do not necessarily provide the curb-to-curb service of paratransit like dial-a-ride. A bus may travel along a defined route but deviate off that path to pick-up or drop-off passengers; or defined points within an area may be served on a regular schedule and respond to calls for service within the area without a defined route. Recommended options for the Village to pursue along with priorities were included as discussed below. The recommendations ranged from policy to program considerations along with various types of operational options to serve the resident and business communities.

One recommendation of the study was to create a Transit Improvement Task Force. The Village Board passed a resolution forming this group and members were appointed in 2014. The Task Force makeup includes Village Trustees, Health and Human services, the Park District, Prairie Stone TMA, local business, St. Alexius, the school district, Pace, and RTA. The Task Force has met since December 2014. During one of its meetings, the group adopted the following mission statement.

*"The mission of the Transit Improvement Task Force is to promote and coordinate existing transit services, explore and implement new services, evaluate and monitor performance of the system, identify sources of funding for new programs, and encourage transit supportive land use*

**DISCUSSION: (Continued)**

*planning, all in cooperation with local and regional agencies to improve transit choices and operations for residents and businesses of Hoffman Estates.”*

***Flexible Route Operations Service Plan – Recommendations***

The table below lists various recommendations of the transit study completed through the RTA Community Planning program. Some items have discrete end points while others will develop over an extended period of time. Select items are independent while others must be addressed sequentially and in the context of larger planning and programming of transit services in the region. The breadth of the findings is both broad and comprehensive as have been the activities of the Task Force to date. Following the summary table, a discussion of the various activities, recommendations, and priorities of the Task Force is presented.

<b>Priorities</b>	<b>Status / Comments</b>
Approve transit plan and incorporate into Comprehensive Plan	<ul style="list-style-type: none"> <li>• Transit plan approved</li> </ul>
Establish Transit Improvement Task Force	<ul style="list-style-type: none"> <li>• Complete</li> <li>• Meetings ongoing</li> </ul>
Coordinate among agencies to promote existing transit services	<ul style="list-style-type: none"> <li>• Online map</li> <li>• ADA service availability</li> <li>• <i>Citizen</i> articles</li> <li>• Website updates</li> <li>• Township meeting</li> </ul>
Cooperate with I-90 Transit Market Expansion project	<ul style="list-style-type: none"> <li>• New I-90 based service with Barrington Rd station planned by Pace</li> <li>• Options for connecting service to I-90 station to be addressed next</li> <li>• Potential for integration with broader Village needs</li> </ul>
Establish and strengthen pedestrian infrastructure	<ul style="list-style-type: none"> <li>• Incorporated complete streets into Subdivision Code</li> <li>• Park &amp; Ride, Kiss &amp; Ride, interchange elements included with current construction</li> <li>• Various bike improvements to strengthen connections to be explored</li> </ul>
Introduce new Demand Response Service	<ul style="list-style-type: none"> <li>• Review after new Pace service starts</li> <li>• Evaluate need for Pace community vehicle program to complement other services</li> </ul>
Establish public / private funding partnerships	<ul style="list-style-type: none"> <li>• To be determined as costs are identified</li> <li>• Grant applications as appropriate</li> </ul>
Evaluate new fixed route service along Hassell and Bode corridors	<ul style="list-style-type: none"> <li>• Future task</li> </ul>

**DISCUSSION: (Continued)*****Task Force Activities and Recommendations***

Since late 2014, the Task Force has met to discuss the findings from the transit study, community needs, additional data requirements, potential changes to existing programs, and options for moving forward. While the discussion has been broad, several topics emerged as initial efforts to improve transit information and programs. Other efforts which are underway will take additional time, effort, analysis, funding, and coordination. The following recommendations were unanimously approved by the Task Force to forward to the Village Board for its consideration.

1. *Modify the income qualification requirements for the Taxi Discount Program*

A change to use the Illinois Department on Aging income criteria was recommended by the Task Force. This would bring the income levels up to date since originally instituted in 2008, plus provide a consistent measure to simplify the program. The table below shows the current and recommended incomes by household size. The Illinois Department on Aging limits would be referenced in the updated Taxi Discount Program so the Village program would change as the State changes.

Maximum Income Level		
Household Size	Current	Illinois Department on Aging
1	\$26,400	\$27,610
2	\$30,150	\$36,635
3	\$33,950	\$45,657

2. *Increase coupon value from \$5.00 to \$7.00 each*

Taxi fares have increased since the program inception, however the coupon value has remained the same. The original concept was to set the coupon amount so that approximately 50% of the cost for most trips within the Village would be paid by the coupon. Based on current taxi rates and typical fares for trips, the Task Force recommended the increase. If demand does not change, this would be an approximate \$10,000 per year increase in program costs. The draft budget for 2016 reflects this proposed change. Other potential changes to the number of coupons distributed, number allowed to be used per trip, and expanded eligibility were also discussed. At this time, the Task Force did not recommend other program changes. Once the effects of the recommended modifications are quantified, these additional changes could be revisited.

3. *Support for I-90 Pace Services and Pedestrian Overpass*

The Task Force had multiple discussions on Pace's planned expanded I-90 services, the new stops on I-90 at Barrington Road, the Park & Ride / Kiss & Ride operations, and pedestrian access for users of the I-90 stops. Most significant among these points was the Task Force members' support for a pedestrian overpass of I-90 to link the transit stops on both sides of the mainline lanes. Following discussion by the Task Force, and meetings between the Mayor and Pace officials, Pace agreed to move ahead with the design and construction of the overpass. An intergovernmental agreement with the Village through which Pace will fund the design cost of the overpass structure was approved by the Village Board last

**DISCUSSION: (Continued)**

month. Construction of a center pier in the median of I-90 for the pedestrian overpass structure is to be timed with the Illinois Tollway's mainline construction in mid-2016. The rest of the structure will be completed by the end of 2016. Pace service is expected to begin in late 2016 or early 2017.

**4. *Improve Information on Available Transit Services***

Discussions at early Task Force meetings identified a need to improve the information on what types of transit services are available in the Village. Given the number of different services, agencies, multiple locations and contacts to find information, and the various rules applicable to different programs, the group sought to consolidate this data into more manageable components. As a result several changes have been made. First, an interactive map was created by staff which is available online via the Transportation and Engineering webpage as well as the GIS portal. Selecting a location on the map displays information about the transit services available for that location. The Pace bus routes are displayed on the map with links to the Pace website which has more detailed route and schedule information. The Division webpage was reorganized and updated to feature the map as the main means of searching for transit information. Pace also provided a link to a map tool they use for determining ADA eligibility. While the Pace mapping tool is not for public use, staff has the ability to assist residents with questions.

**5. *Support Pace I-90 Services, Park & Ride, Kiss & Ride***

Over the course of the next year, the Task Force and Village staff should stay closely involved with the Park & Ride design and operational planning. Pace is developing plans for new routes on I-90 to offer express bus service to the Rosemont CTA station. These routes will stop at the Barrington Road Pace station which is complemented by the Park & Ride / Kiss & Ride. The Village is supporting design and construction of the Pace facilities by incorporating elements into the Barrington Road interchange project. Connections to the bicycle and pedestrian network are also being created to support the new transit stops and routes. A study for Pace funded by RTA is described below which has the goal of providing local transit connections to the I-90 stops for residents and businesses.

***Ongoing / Upcoming Activities***

A number of Task Force efforts are underway and starting soon which will require input from the Task Force and Village Board. Some of these are finite tasks which will conclude upon completion while others will have the opportunity for continuing involvement from the Task Force. Timeframes vary from short term or immediate action to very forward looking projects. A summary of the primary examples of these activities follows.

***RTA / Pace Distributor Study***

RTA is funding a study for Pace to evaluate options for types of bus operations to serve the I-90 stops. The kick-off meeting will occur later in November; staff will attend and report to the Task Force. The scope of work includes development of a plan for a feeder / distributor bus service to link to the I-90 Pace express bus services. Concept land use plans for the vicinity of the I-90 stops will also be created for consideration by the Village as part of comprehensive planning efforts in

**DISCUSSION: (Continued)**

either the near or long term. Staff will update the Task Force on the work conducted during the study.

The anticipated schedule for the RTA / Pace study is to complete the service planning in time to allow Pace to implement the distributor operation to coincide with the start-up of the Park & Ride and I-90 bus routes. Pace's target for these items is the end of 2016 or early 2017. During the course of the RTA / Pace study, staff will look for opportunities to see how the feeder service would integrate with other local community programs and needs. One option identified in the flexible transit operations plan was to investigate a Pace service known as Call-n-Ride. Call-n-Ride is a reservation based curb-to-curb service that picks up riders and takes them anywhere within a designated geographic service area. It differs from other demand response services, such as dial-a-ride and ADA paratransit, because it is designed to supplement fixed route service by providing the first / last mile to connect people in the area to the other services. The focus in this example will be on the I-90 stops and Park & Ride / Kiss & Ride area. Once the feeder operation is defined, a broader assessment of the need and utility of Pace's community vehicle program could be explored.

Next Steps: Serve as member of the study group to incorporate Village needs into the evaluation of transit options to link to the I-90 services.

*Higgins Education Center*

The activities at the Higgins Education Center were topics of discussion among Task Force members. The Center will serve any family that has students (either in high school or elementary school) that live within District 211 boundaries. A subset of this group are those who are residents of Hoffman Estates which will be the focus of further reviews. The Adult Transition Program (ATP) and Community Services components of the Center were of particular interest. Staff has met with facility representatives and exchanged information on the evolving set of offerings at the Center. Information on the Village Taxi Program, especially for lower income resident households, as well as the use of Route 554 and its associated ADA options was provided to Center representatives. At this time, specific information is being gathered on the community services and program schedules to be available at the Center. The feasibility of utilizing Township vehicles and / or drivers to extend service to the Center was discussed with Schaumburg Township. However due to the hours of need for the ATP overlapping with heavy demand periods for Township users, this is not practical. Use of Route 554 and its ADA option may be viable for some ATP participants as a way to expand participants' experiences with other available public services. Some combination of a modified taxi program, Route 554 with its ADA service, and potentially some form of a community vehicle program seem to have the most potential. These could be phased in over time, subject to funding, Village Board review, and approval. Route 554 and its ADA service exist, modifications to the taxi program could be done relatively quickly with Village Board approval once needs are better known and stabilized, while new Pace services and / or community vehicle operations will require more time to implement as well as likely having higher costs. A coordination meeting among Pace, Center, and Village representatives is to be scheduled next. As noted above, the RTA / Pace study findings may provide a foundation for a locally based community service. It is recommended to provide input to the study process and use its findings to build options for expanding transit to the larger community.



**DISCUSSION: (Continued)**

Next Steps: Coordinate meeting with Pace and Center staff to determine feasible options. Use findings from RTA / Pace study to determine how transit choices can reasonably be expanded.

*Pace Community Vehicle Program*

Pace offers two basic types of vehicle program for communities to operate their own services. Pace requires a specific plan of operation to demonstrate how the vehicles will be used. There are annual charges for the vehicles (\$1,200) along with a \$1,000 deposit. The community generally pays for insurance, personnel, fuel; maintenance is covered by Pace under certain conditions in one of the vehicle program options. Hiring drivers and insurance represent the largest cost factors for the Village. An alternative would be contracting for this type of operation. Interviews were conducted with other agencies with community vehicle programs whose contacts were provided by Pace. The programs can vary significantly in terms of hours of operation, number of vehicles, ridership, and costs. As total operating costs may exceed \$50 per hour per vehicle, it is recommended that the findings of the RTA / Pace studied be evaluated first. The potential for partnering with neighboring communities and townships should be pursued in lieu of creating a stand-alone program. Coordination among agencies at the sub-regional level has been a theme regularly voiced by staff in budget and policy discussions with transit agencies. As noted in many previous discussions, the desire lines for travel do not stop at jurisdictional boundaries. There are models which could be evaluated from Kane, Lake, and McHenry counties where comprehensive paratransit programs serving many communities were implemented. However, these developed and were put into place over a number of years. Such a multi-agency approach needs to consider and be sensitive to existing programs with a goal of improving travel choices for users over a broader area.

Next Steps: Gather additional data from other communities and agencies. Determine if a community vehicle program would be a cost-effective solution to meet needs.

*Zip Code Analysis and Employer Outreach*

Employers in the Barrington Road corridor and in Prairie Stone were asked to provide home zip codes of employees reporting to their work sites. Seventeen employers provided data for about 9,800 employees working in the Village. The goal was to identify common concentrations of home origins among the larger population. Then assessments can be made within and among employers to determine if ridesharing would be attractive and if any patterns are evident that might be accommodated by existing or new transit. Pace will perform the next level of analysis by aggregating data for nearby employers which can be used as a basis for onsite meetings with businesses to promote various ridesharing and vanpools. Maps by employer were created along with a general municipal distribution map. This information will be shared with employers when available and Pace plus Village staff can meet with them individually or in groups as appropriate. When Pace has created schedules for the new I-90 services, it will be made available to employers. Some have already expressed interest in knowing what Pace has planned.

Substantial discussion took place on the distribution of home employee zip codes for those working in the Village. The Transit Study from 2013 included this initial data and analysis.

**DISCUSSION: (Continued)**

While about 10-15% percent of employees both work and live in the Village, the vast majority are widely spread throughout the Chicago metro area. This pattern highlights the challenges in designing transit options to adequately serve work trips. The zip code data will help to refine the understanding of current commuting patterns at a more specific local level than previously done.

Next Steps: Pace will summarize data based on Prairie Stone and Barrington Road corridors. A finer level of detail will be needed to study transit service options should this first cut analysis suggest feasible options.

*Coordination with Townships*

One of the unique challenges is that the Village is located primarily in four separate townships. Each has its own set of transportation options, mostly Dial-a-Ride based. As noted previously, the qualifications, service hours, costs, etc. vary by township. And each operates generally only within its own township boundaries. Staff met with Schaumburg Township to learn some details of its successful Dial-a-Ride bus program. One goal was to determine if vehicles used by and / or drivers hired by the township would be available for use outside of their operating hours. While some small possibility may exist for joint / expanded use, it would seem to be extremely challenging from a legal and logistics perspective.

Next Steps: Consult with Township representatives as the Village's assessment of new and expanded Pace or local transit services evolves.

*Additional Taxi Providers / Lift-Equipped Vehicles*

A limitation of the existing taxi service companies is they do not offer lift-equipped vehicles for wheelchair passengers. Requests for this type of vehicle have been made by residents on occasion. Only a few companies offering such vehicles have been found and they are very expensive (\$40 one-way plus mileage). Pace and RTA are investigating what other communities have done. Schaumburg Township shared contact information for two companies, one of which provides general public service. However the cost to the user still is very high. A feature of the Pace community vehicle program is that these are lift-equipped. For the long term this may be an option. Township buses are lift-equipped but the areas they cover, the need for advance reservations, and operating hours can sometimes be limitations.

*Pedestrian and Bicycle Planning*

While not directly under the responsibilities of the Task Force, the importance of connectivity for pedestrians and bicyclists to transit areas has been discussed. The existing infrastructure was discussed and opportunities for new projects were reviewed. Future efforts will focus on grants to build stronger connections for non-motorists. Some connections to the Pace I-90 stops are being provided with the interchange project. Additional connections along Central Road, the Huntington / Harmon corridor, and modifications in the vicinity will be pursued in the future. With the update of the Subdivision Code several years ago, the concepts supporting the Village's Complete Streets resolution have been included. The Park and Ride plan development could include bicycle parking, signing, and other features to support bicyclists and pedestrians. These provide a measure for existing projects in addition to setting the tone for future road and development projects.

**FINANCIAL IMPACT:**

The increased cost due to the higher coupon value in the Taxi Discount Program is included in the 2016 budget request. This is part of the Transportation and Engineering Division's annual operating budget paid through the General Fund.

**RECOMMENDATION:**

The Task Force made the following recommendations for action by the Village Board.

1. Change qualifying income levels for the Taxi Discount Program to match the Illinois Department on Aging criteria. As the agency changes its thresholds, the taxi program criteria would change automatically.
2. Increase the value of the taxi coupons from \$5 to \$7 each, to be implemented in 2016.
3. Continue other Task Force activities as outlined above.

**COMMITTEE AGENDA ITEM  
VILLAGE OF HOFFMAN ESTATES**

**SUBJECT:** Request approval of resolution for extension of intergovernmental agreement with the City of Chicago for the O'Hare Noise Compatibility Commission through 2020

**MEETING DATE:** November 9, 2015

**COMMITTEE:** Transportation and Road Improvement

**FROM:** Michael Hankey

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**PURPOSE:** The O'Hare Noise Compatibility Commission has requested resolutions from member communities for an extension of the intergovernmental agreement through December 31, 2020.

**DISCUSSION:** The Village has been a member of the O'Hare Noise Compatibility Commission since its inception in 1996. There are three primary committees; Technical, Residential Sound Insulation, and School Sound Insulation. An ad hoc Fly Quiet committee has recently been formed as has been done in the past. The Village attends full Commission meetings as schedules permit. The focus of the Commission is to identify and address noise related issues associated with O'Hare which affect the region.

Copies of the agreement and other materials provided by the City of Chicago and the O'Hare Noise Compatibility Commission are attached. There is no cost to the Village for participating. Changes in the proposed version include updates to membership, handling of Commission requests, along with date and time dependent terms. These do not amount to substantial changes or impacts on the Village's participation.

**FINANCIAL IMPACT:** None.

**RECOMMENDATION:** Recommend approval of a resolution for an extension of the intergovernmental agreement with the City of Chicago for participation in the Noise Compatibility Commission.

Attachments

VILLAGE OF HOFFMAN ESTATES

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HOFFMAN ESTATES  
AND THE O'HARE NOISE COMPATIBILITY COMMISSION**

WHEREAS, the City of Chicago ("City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution"), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, pursuant to authority granted by an ordinance adopted by the Chicago City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts (as defined in the Intergovernmental Agreement, "Participants"); and

WHEREAS, the O'Hare Noise Compatibility Commission ("ONCC") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2015 to December 31, 2020; and

WHEREAS, the Village of Hoffman Estates is currently a member of the O'Hare Noise Compatibility Commission; and

WHEREAS, ONCC has indicated a desire to enter into a new Intergovernmental Agreement; and

WHEREAS, the City of Chicago has approved a new Intergovernmental Agreement which is attached to this Resolution as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That the recitals set forth above are incorporated herein by reference as the factual basis for this transaction.

Section 2: That the Village President is hereby authorized to execute, and the Clerk to attest, the approval of the attached Intergovernmental Agreement between the O'Hare Noise Compatibility Commission and the Village of Hoffman Estates.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Gayle Vandenberg	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



CHICAGO DEPARTMENT OF AVIATION  
CITY OF CHICAGO

October 22, 2015

Ms. Jeanette Camacho, Executive Director  
O'Hare Noise Compatibility Commission  
P.O. Box 1126  
Des Plaines, IL 60017

Subject: Renewal of the Intergovernmental Agreement Relating to the  
O'Hare Noise Compatibility Commission

Dear Jeanette:

Pursuant to Section 5.H. of the existing Intergovernmental Agreement ("IGA"), the Chicago Department of Aviation ("CDA") respectfully requests your assistance to provide notice of this proposed amended IGA to each Participant of the O'Hare Noise Compatibility Commission ("ONCC"). After a thorough review of the existing IGA with ONCC leadership this summer, the CDA updated the document and submitted an ordinance request to the City Council of the City of Chicago. I have attached the proposed amended IGA as "Introduced" to the Chicago City Council. We anticipate City Council approval of the amended IGA in November. As always, please do not hesitate to contact me with any questions you may have.

Sincerely,

Aaron J. Frame  
Assistant Commissioner

AJF/ajf

Attachment: City of Chicago ordinance as Introduced

cc: Chicago Department of Aviation staff  
Chicago Department of Law staff  
CDA Environment Division file



# City of Chicago



O2015-7370

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 10/14/2015

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Amendment and term extension of intergovernmental agreement with Chicago O'Hare Noise Compatibility Commission for implementation of noise compatibility programs and projects

**Committee(s) Assignment:** Committee on Aviation





OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

October 14, 2015

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the renewal of an intergovernmental agreement with the O'Hare Noise Compatibility Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

**WHEREAS**, The City of Chicago (the "City") is a home rule municipality pursuant to Section 6 of Article VII of the 1970 Illinois Constitution (the "Illinois Constitution") and, as such, may exercise any power and perform any function related to its government and affairs; and

**WHEREAS**, The City owns and operates an airport known as Chicago O'Hare International Airport ("O'Hare"); and

**WHEREAS**, Pursuant to authority granted by (a) an ordinance adopted by this City Council on July 10, 1996, and published in the *Journal of the Proceedings of the City Council of the City of Chicago, Illinois* (the "Journal") of such date at pages 24918-24932, as repealed and amended by an ordinance adopted on October 30, 1996, and published in the Journal of such date at pages 31189-31198, as further amended by an ordinance adopted on June 8, 2005, and published in the Journal of such date at pages 49854-49856, as further amended by Ordinance Number O2010-3886 adopted on September 8, 2010, and published in the Journal of such date at pages 99104-99116, as further amended by Ordinance Number O2010-6949 adopted on January 13, 2011, and published in the Journal of such date at pages 110759-110772, as further amended by Ordinance Number O2014-5870 adopted on September 10, 2014, and published in the Journal of such date at pages 87841-87853; (b) Section 10 of Article VII of the Illinois Constitution; and (c) the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the City entered into an intergovernmental agreement relating to the O'Hare Noise Compatibility Commission (the "Agreement") by and among the City and various municipalities, Cook County, DuPage County, and public school districts; and

**WHEREAS**, The O'Hare Noise Compatibility Commission (the "O'Hare Commission") was established pursuant to the Agreement and provides a common forum for interested parties to have a voice in the aircraft noise issues related to O'Hare; and

**WHEREAS**, The City desires to amend the Agreement and extend the term for five additional years; now, therefore,

### **Be It Ordained by the City Council of the City of Chicago:**

SECTION 1. The foregoing recitals are hereby adopted as the findings of this City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Commissioner of Aviation (the "Commissioner") is hereby authorized to execute an amendment to the Agreement substantially in the form attached hereto as Exhibit A (the "Amended Agreement"), and to execute any and all instruments and take such additional actions which the Commissioner determines to be necessary or desirable to implement the terms of the Amended Agreement. The Amended Agreement shall become effective upon passage and approval of this ordinance and upon associated approval of the Amended Agreement as specified in Section 6.H. of the Amended Agreement.

SECTION 3. The Commissioner shall provide notice of the amendments to the Agreement proposed by this ordinance to each Participant of the O'Hare Commission as provided in Section 6.H. of the Amended Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order, or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective immediately upon its passage and approval.

**INTERGOVERNMENTAL AGREEMENT RELATING TO  
THE O'HARE NOISE COMPATIBILITY COMMISSION**

This agreement, effective January 1, 2016, succeeds the agreement authorized by the Chicago City Council on September 10, 2014, which expired under its own terms on December 31, 2015. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Participants, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

**Section 1. Establishment of O'Hare Commission; Purposes.**

The O'Hare Noise Compatibility Commission is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O'Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

**Section 2. Definitions.**

Whenever used in this Agreement, the following terms shall have the following meanings:

*"Advisory Member"* means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory member of the O'Hare Commission as provided in Section 3.C. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

*"City"* means the City of Chicago. The Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

*"FAA"* means the Federal Aviation Administration or any successor agency.

*"Governmental Unit"* means a county, township, municipality, municipal corporation, unit of local government, public school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

*“Noise Compatibility Programs”* means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O’Hare Commission Area as determined by the O’Hare Commission in cooperation with the City.

*“Noise Compatibility Projects”* means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O’Hare Commission in cooperation with the City based on criteria adopted by the O’Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

*“O’Hare”* means Chicago O’Hare International Airport.

*“O’Hare Commission Area”* means the area in the vicinity of O’Hare with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities and Governmental Units: (i) the City of Chicago, Arlington Heights, Bartlett, Bellwood, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmwood Park, Franklin Park, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Maywood, Melrose Park, Morton Grove, Mount Prospect, Niles, Norridge, Northlake, Oak Park, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, Stone Park and Wood Dale; (ii) the unincorporated areas of Elk Grove, Leyden, Maine, and Norwood Park Townships in Cook County and the unincorporated areas of Addison Township in DuPage County; (iii) School Districts 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 214, 234, 299 and 401. Municipalities and public school districts may be added to the O’Hare Commission Area as provided in Section 6.G.

*“Part 150 Plan”* means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

*“Participant”* means, at any time, each city, village, public school district, or county located in the O’Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, “Participant” shall include the six (6) members appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“Chicago Ward Participants”) as set forth in Section 3.A.(v) of this Agreement, who shall be eligible to participate as individual member Participants on the O’Hare Commission upon approval and execution of this Agreement by the City.

*“Residential Sound Insulation Program”* means the program determined by the O’Hare Commission in cooperation with the City to provide sound insulation to homes in the O’Hare Commission Area that are affected by O’Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established

by the O'Hare Commission in cooperation with the City, and for which there is available funding.

*"School Sound Insulation Program"* means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation and sound insulation funding to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

### **Section 3. Composition and Organization.**

A. The O'Hare Commission shall consist of the (i) mayor, village president, or chief executive officer or other designee of each of the cities and villages in the O'Hare Commission Area; (ii) the president, superintendent, or other designee of each public school district serving any portion of the O'Hare Commission Area; (iii) one member appointed by the President of the Cook County Board representing the unincorporated areas of Elk Grove, Leyden, Maine, and Norwood Park Townships in Cook County; (iv) one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County; and (v) Chicago Ward Participants, provided that no such person shall be eligible to participate as a member of the O'Hare Commission unless the city, village, public school district, or county represented by such person has approved and executed a counterpart of this Agreement by December 31, 2015, or pursuant to Section 6.G. of this Agreement, except that the Chicago Ward Participants shall be eligible to participate as individual member Participants of the O'Hare Commission upon approval and execution of this Agreement by the City.

B The O'Hare Commission Area includes communities and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those communities and public school districts to work together with the City on a cooperative basis in addressing these issues.

C. Representatives of the Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special "Advisory Members" of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

D. The O'Hare Commission shall elect annually from its members a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission also shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by two-thirds of the members of the O'Hare Commission.

E. Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the O'Hare Commission shall be necessary for the approval of any action by the O'Hare Commission. A majority of the members of the O'Hare Commission shall constitute a

quorum for the transaction of business. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its by-laws, and a special meeting may be called by the City or any five members of the O'Hare Commission upon at least seven days' written notice to the City, each Participant, and each Advisory Member.

**Section 4. O'Hare Commission Powers and Duties.**

A. The O'Hare Commission shall have the following duties and powers:

(1) By vote of a majority of its members, the O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in *Appendix A*, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA radar data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Participants, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its

Participants, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Participants, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of *Appendix A* of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt by-laws and rules for the conduct of its meetings consistent with powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Participant, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in *Appendix A* of this Agreement.

#### **Section 5. Term of Agreement.**

A. This Agreement shall be effective January 1, 2016, and shall terminate on December 31, 2020, unless otherwise terminated with the written consent of the City and two-thirds of the Participants. The term of this Agreement may be extended upon the approval of the City and any Participant which wishes to extend the term of the Agreement. If any Participant defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Participant, the O'Hare Commission may terminate the defaulting Participant's participation as a party to this Agreement. A material default by a Participant shall include, but is not limited to,



the failure of its authorized representative or designee to attend three or more consecutive meetings of the O'Hare Commission.

B. Any Participant may withdraw as a member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Participant's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Participant shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2016, upon 180 days prior written notice to each Participant and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

**Section 6. Miscellaneous.**

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation  
Chicago Department of Aviation  
10510 W. Zemke Road  
Chicago, IL 60666

Tel.: (773) 686-8060

Fax: (773) 686-3424

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant, and, in the case of Chicago Ward Participants, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Participants may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Participant may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Participant or other Governmental Unit. A Participant shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with

this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Participant, or another Governmental Unit. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Participant shall be liable for any expenditures, indebtedness or other financial obligations incurred by the O'Hare Commission unless the City or such Participant has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement constitutes the entire agreement of the parties with regard to the Subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. *Appendix A* is incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district or county located in the O'Hare Commission Area prior to January 1, 2016, shall not require the consent of the O'Hare Commission, the City, or any Participant.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Participant prior to January 1, 2016, may thereafter become a Participant upon (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Participants shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Participant and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Participants.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF CHICAGO**

By:

---

Commissioner  
Chicago Department of Aviation

\_\_\_\_\_ (Name of Governmental Unit or Other Entity)

By:

\_\_\_\_\_  
Authorized Officer

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City, and the O'Hare Commission shall have the following duties and responsibilities:

A. The members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including but not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this *Appendix A*. Each Participant and other Governmental Unit that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this *Appendix A*. Neither the O'Hare Commission nor any Participant shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this *Appendix A*.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Participants and other Governmental Units located in the O'Hare Commission Area. A Governmental Unit may request that the City undertake a Noise Compatibility Project within

such Governmental Unit's corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Participant and all other Governmental Units located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this *Appendix A*, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this *Appendix A*. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any noise mitigation projects, so as to maximize the availability and impact of the City's financial contribution to noise mitigation projects in the O'Hare Commission Area.

G. The City shall install and maintain a permanent noise monitoring system (the "*System*") at and around O'Hare Airport. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("*System Operator*") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("*System Expert*") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 33 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Participant that requests such data. The City shall provide reports to the O'Hare Commission and any Participant based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.

# TRANSPORTATION AND ENGINEERING DIVISION DEPARTMENT OF DEVELOPMENT SERVICES

## MONTHLY REPORT NOVEMBER 2015

### **ROAD PROJECTS**

#### **◆ Barrington Road Interchange – Phase II Engineering and Construction**

The Tollway work continues on the Barrington Road bridge replacement as well as for the new interchange ramps. The beams have been placed for the western half of the bridge with work to prepare for pouring the bridge deck starting next. Grading for the approach roadways on Barrington Road for both ends on the western half of the bridge has begun. Earthwork is also underway for the new ramps on the east side of the bridge. Retaining wall is under construction for the new westbound exit ramp. The precast concrete sections of the pedestrian way below the new eastbound entrance ramp has been placed. This will connect the I-90 bus stop with the Kiss & Ride to be built by Pace on Pembroke. A similar pedestrian pass through below the westbound exit ramp will connect the I-90 bus stop to the Pace Park & Ride area. Paving has been done on the outside lanes which will accommodate bus movements for eastbound travel. The westbound I-90 to southbound Barrington Road loop ramp has been removed permanently. A temporary traffic signal was placed on Barrington Road at the westbound exit. The Tollway's goal is to complete the eastern half of the interchange first including the new eastbound entrance and westbound exit ramps. These will be in the final configuration of the single point interchange design and controlled by a temporary traffic signal. Work will then continue on the new ramps to and from the west through the end of 2016.

Some daytime, off-peak lane closures continue to occur for Barrington Road construction and on the mainline. As notices of lane closures and major work are received from the Illinois Tollway, these are posted to the Village website and the Tollway uses message boards to advise motorists. Work on utility relocations near the interchange continues. Bridge construction will be ongoing into 2016. The Tollway's project page ([www.illinoistollway.com](http://www.illinoistollway.com)) has time lapse photos of the interchange construction taken from the communications tower which give a perspective on progress (see samples below). A second supplement to the Phase II design contract with CMT for the Pace pedestrian overpass was approved by the Village Board following approval of an IGA with Pace for these additional services. A final supplement to the Phase II engineering contract will be presented for approval by the Illinois Tollway and Village in coming months. There were additional scope items required during Phase II that will be reflected in the contract supplement. Staff continues to attend Tollway coordination meetings as needed.





**I-90 looking west at Barrington Road**  
**New half of bridge in foreground; preparing deck for concrete on west half of bridge**



**Looking southeast from I-90 at Barrington Road**  
**New eastbound entrance ramp under construction with pedestrian pass through**

Funding:

Item	Total	State	Tollway	Local	Status
Engineering – Phase I	\$2,076,000	\$1,038,000	-	\$1,038,000	Complete
Engineering – Phase II	\$3,566,000	-	\$1,816,000	\$1,750,000	99% complete

**◆ Illinois Tollway Capital Plan I-90 Widening and Reconstruction**

The Illinois Tollway continues work on I-90 east of Elgin. Sections of the new outside lanes have been poured along substantial sections. Other items such as utility adjustments, retaining wall and noise wall installation and underground work continue. Some evening, overnight, and weekend work may be done by the Tollway to try to advance construction as needed and to minimize traffic impacts. The Tollway uses message boards to notify drivers of upcoming changes in traffic patterns. Work on crossroad bridges is described below – please note that dates and schedules are subject to change by the Illinois Tollway and its contractors. Most work is weather dependent.

Higgins Road Bridge: Two-way traffic is on the new westbound bridge. New beams for the eastbound bridge are being placed. The Tollway crossed I-90 traffic over to the westbound lanes on I-90 to allow placement of the beams for the new eastbound Higgins Road bridge. There is enough space to provide two westbound lanes and one eastbound lane on the new westbound Higgins Road bridge although there are no shoulders during this stage. Following significant utility delays early on, overall completion is expected by early 2016.

Barrington Road Bridge: Traffic on Barrington Road is operating on the eastern half of the new bridge as the contractor is building the western half. Barrington Road is reduced to two lanes in each direction. As the work progresses, there will be continued shifts of traffic to accommodate the construction zone as it progresses across the bridge. On occasion, daytime off-peak and overnight lane closures will be required.

Roselle Road Bridge: Traffic on Roselle Road has been shifted to the east half of the new bridge. The Tollway work is underway on removal of the old bridge and western half of Roselle Road. New Roselle Road pavement has been poured north of I-90 while construction of the remaining part of the new bridge will occur in the next phases. Roselle Road is reduced to two thru-lanes of traffic in each direction, although due to the construction staging there will be times when only a single lane is open. Work on the Roselle Road bridge will continue into 2016. A separate but related project will make changes to Central Road for the new westbound entrance ramp for the Roselle Road interchange. Cook County, the Illinois Tollway, and Schaumburg are working on the plans for this project which is expected to start in 2016.

The Illinois Tollway posts information on its webpage ([www.illinoistollway.com](http://www.illinoistollway.com)) for the I-90 construction work. The Illinois Tollway, its consultants and contractors hold coordination meetings for the various projects. Village staff attends these status meetings as needed to stay current with upcoming project work. Links to the Illinois Tollway information are provided on the Village website.

**◆ Shoe Factory Road - Cook County**

Civiltech continues work on preparing the appraisals for various properties to be acquired by Cook County for the project. Pre-final plans were submitted to utility companies, in particular to ComEd which is affected to the greatest degree. Coordination meetings with the other utility companies are planned over the next couple months. An agenda item on Civiltech's Phase II contract supplement is expected to be presented to the Committee in coming months pending final sign off by County staff. The supplement is required due to the amount of time that has

passed while the County has been reviewing plans, its funding availability, and its schedule for the construction of this work. Civiltech is prepared to finalize the plans once the County has advanced further with right of way. The timing of construction will depend upon the duration of the right of way process, project funding availability, and Cook County's approval of final plans. As an interim measure, Beverly Road from Shoe Factory Road to south of I-90 was patched last month to address poor pavement conditions.

◆ **Algonquin Road Patching - IDOT**

IDOT is completing the concrete patching project in the westbound lanes of Algonquin Road from approximately Ela Road to Penny Road. The work is identical to what was done by IDOT on the eastbound lanes in 2014. Precast concrete panels were used to replace sections which were cut out. Completion is expected in the next several weeks.

◆ **Algonquin Road at Barrington Road – Westbound Right Turn Lane**

IDOT will begin a project to add a westbound right turn lane on Algonquin Road at Barrington Road later this year. The scope also includes some pavement patching and traffic signal upgrades. The State will coordinate the start of this work with the patching project noted above.

◆ **Golf Road – Rohrsen Road to Barrington Road**

IDOT is preparing plans for a safety project on Golf Road from roughly Rohrsen Road to west of Barrington Road. The scope includes shoulder widening plus shoulder and centerline rumble strips to address a history of run-off-the road crashes and traffic signal upgrades at IL 59 and Bartlett Road. Staff provided comments questioning the use of rumble strips near residential areas, suggesting that they be limited in this area, shifted farther onto the shoulder, or use a design which creates less noise outside the vehicle. The scope of the State's work includes installation of a southbound right turn lane on IL 59 at Golf Road which will likely impact the Village's red light camera equipment. IDOT is providing details of how this system will be affected. As Village Opticom equipment is located on the State signals, an intergovernmental agreement will be prepared by the State to cover items for which the Village will be responsible. Once a draft is available, the document will be presented to the Committee for review.

## **GRANT PROJECTS**

◆ **Bode Road Surface Transportation Program Project**

Scope: Bode Road was reconstructed from the intersection of Braintree to Bode Circle East. On-street bicycle facilities were included along with improved roadway lighting. The westbound right turn lane on Bode Road at Gannon Drive was removed to address safety issues with drivers running the stop sign. The Village of Schaumburg is reconstructing Salem Drive from Bode Road to Golf Road with similar lighting and bicycle components.

Status: Bode Road pavement work is complete. Lighting installation, some remaining sidewalk work, and restoration remain. Hancock Engineering is performing the

construction management for the Village's work on Bode Road. Schaumburg finished paving the surface layer on Salem Drive north of Bode Road.

Next Steps: Complete lighting, sidewalk, and restoration work. Create punch list for follow-up with contractor.

Funding:

Item	Total	Federal (STP)	Local (MFT)	Status
Reconstruction (estimate)	\$3,100,000	\$2,480,000	\$620,000	Engineer's estimate
Reconstruction (low bid)	\$2,600,000	\$2,080,000	\$520,000	Low bid, work underway
Phase III engineering (Hancock Engineering)	\$ 280,000	\$ 224,000	\$ 56,000	Completion Fall 2015

◆ **Transit Improvement Task Force**

Scope: Review and advise on implementation of findings from the Flexible Transit Service Operations Plan.

Status: The Task Force met on September 16. Topics included possible changes to the Taxi Discount Program, discussion of budget planning, the Higgins Education Center, and business coordination. Increasing the household income and amount of the coupon discount were recommended by the group. Other changes to the taxi program such as number of coupons distributed, number allowed per trip, and eligibility modifications were not recommended. Some may be reconsidered after the effects of other potential changes are monitored. The transit needs of the Adult Transition Program and Community School were also discussed. Additional information on programming, particularly for the Community School, is needed from the School District. A meeting with representatives from the School District, Pace, and Village will be scheduled to assess needs and possible options for service. The budget process for 2016 was reviewed. Finally, as Pace develops its bus service plan for I-90, businesses will be informed of what is to be implemented.

Next Steps: Continued research and coordination with transit agencies, local agencies, and employers. Present recommendations of the Task Force to the Village Board. The next meeting will be planned for the next couple of months or as needed.

◆ **Illinois Transportation Enhancement Program (ITEP) Grant Application**

Scope: This bicycle and pedestrian improvement project will connect Shoe Factory Road and Prairie Stone Business Park with a path crossing underneath I-90 and Hoffman Boulevard. The path within the Forest Preserve from IL 59 to the CN right of way will be paved. The Park District and Forest Preserve are financial partners with the Village on the engineering and construction of the project.

**Status:** Following a meeting with CN earlier in the summer, CN is to provide a draft of an agreement for the path on a portion of railroad property as well as specifications on fencing. However after repeated requests, CN still has not provided the needed agreement or project details. TranSystems is working on obtaining additional environmental data for the area of work being done by the Tollway. Property easements and accommodations for the path are ongoing. Environmental studies, wetland delineation, and related documents have been submitted to IDOT. Some additional consultant services for environmental analysis under the Tollway bridge are likely. Alignment plans have been prepared and coordination with the Illinois Tollway’s consultants working on the CN bridge replacement continues.

**Next Steps:** Submit project development report to IDOT for review once the CN requirements are defined. Process documents required for portion of path to be located in CN right of way. Timing is dependent upon receipt of information from CN.

**Funding:**

Item	Total	Federal	Local (EDA, Park District, Forest Preserve)
Construction	\$700,000	\$560,000	\$140,000
Engineering	\$150,000	\$120,000	\$ 30,000

**BIKE / PEDESTRIAN PROJECTS**

◆ **Bicycle Planning**

Updates on current projects, formulation of ideas for annual activities, and a review of priority projects are planned for the next meeting of the Bicycle and Pedestrian Advisory Committee. Work on updating the Bicycle Plan, which is five years old, plus adding pedestrian components will be a major task for the group.

◆ **Central Road Bicycle Path Project Proposal**

No action is expected in the short term until development is underway on the adjacent properties. The alignment of a path along Central Road from Huntington / Forest Preserve path to the Pace Park & Ride is the preferred routing. Development of a request for proposals for Phase I engineering services will be pursued with the goal of positioning the project for a future call for CMAQ / TAP projects.

◆ **Huntington Boulevard Right of Way Bicycle Path Project Proposal**

Use of the vacant public right of way for Huntington Boulevard between Higgins Road and Golf Road will be investigated in more detail. The project should be eligible for federal funding if Phase I engineering is completed. Establishing a bicycle facility in this right of way would complete the system link between the newly designated bicycle lanes on Huntington Boulevard north of Higgins Road and the existing bicycle route on Harmon Boulevard which links to the Bode Road bicycle path. Development of a request for proposals for Phase I

engineering services will be pursued with the goal of positioning the project for a future call for CMAQ / TAP projects.

◆ **CMAP Bicycle Feasibility Study – Crabtree to Fox River**

The consultant is working on the final report. Overall public input has supported separated facilities and implementation in the near term. CMAP is funding this planning level feasibility study of options to connect the Crabtree Nature Preserve Center with the Fox River Trail (to the west). Village staff attended the group’s meetings as a portion of the study area is in the Village. The southernmost route utilizes the Shoe Factory Road corridor in which a large portion of existing path exists already within Forest Preserves. CMAP estimates the study will be done later this year.

**TRANSIT**

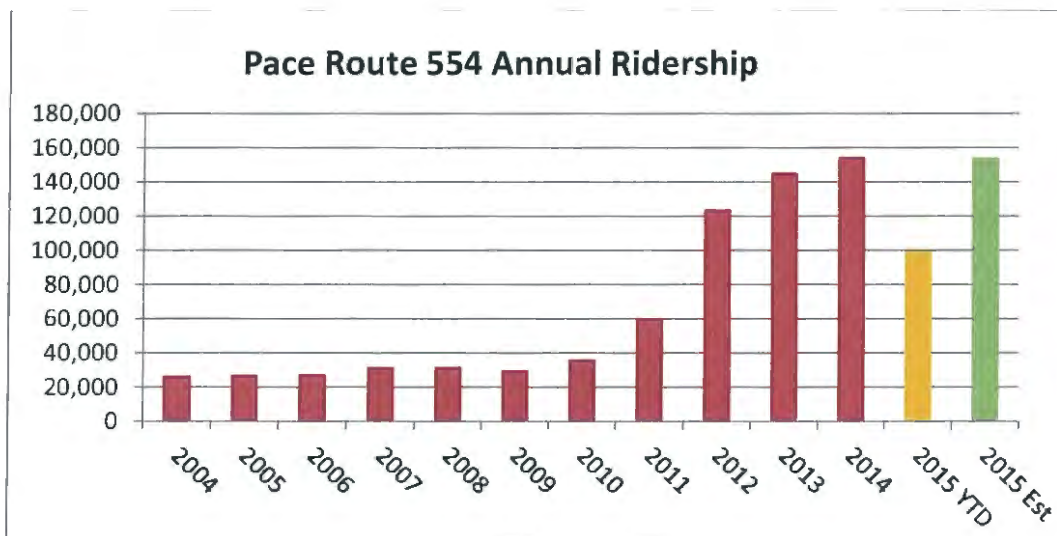
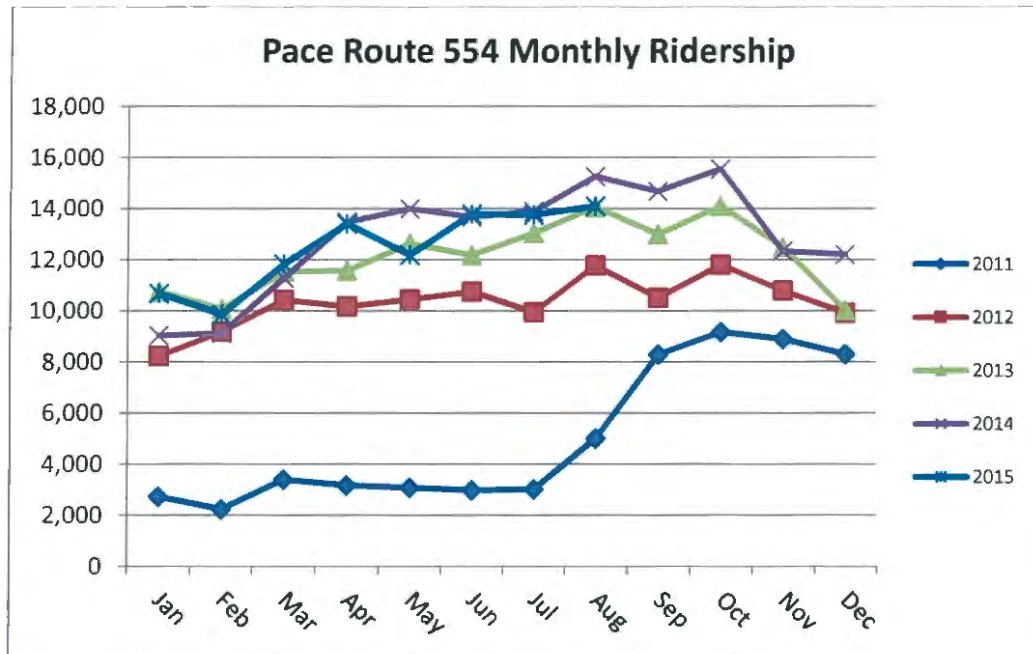
◆ **Taxi Discount Program**

Registration continues with identification cards and coupons sent to residents. To date, a total of 475 residents have registered for the program. Coupons redeemed to date in 2015 total 3,709 which covers through mid-October. Registration remains positive due in part to advertisement in the *Citizen* newsletter throughout the year. An estimate of the 2015 ridership is included based on year to date usage for each of the three participating taxi companies. Possible modifications to the program were discussed by the Village’s Transit Improvement Task Force and will be presented to the Committee as part of the 2016 budget.



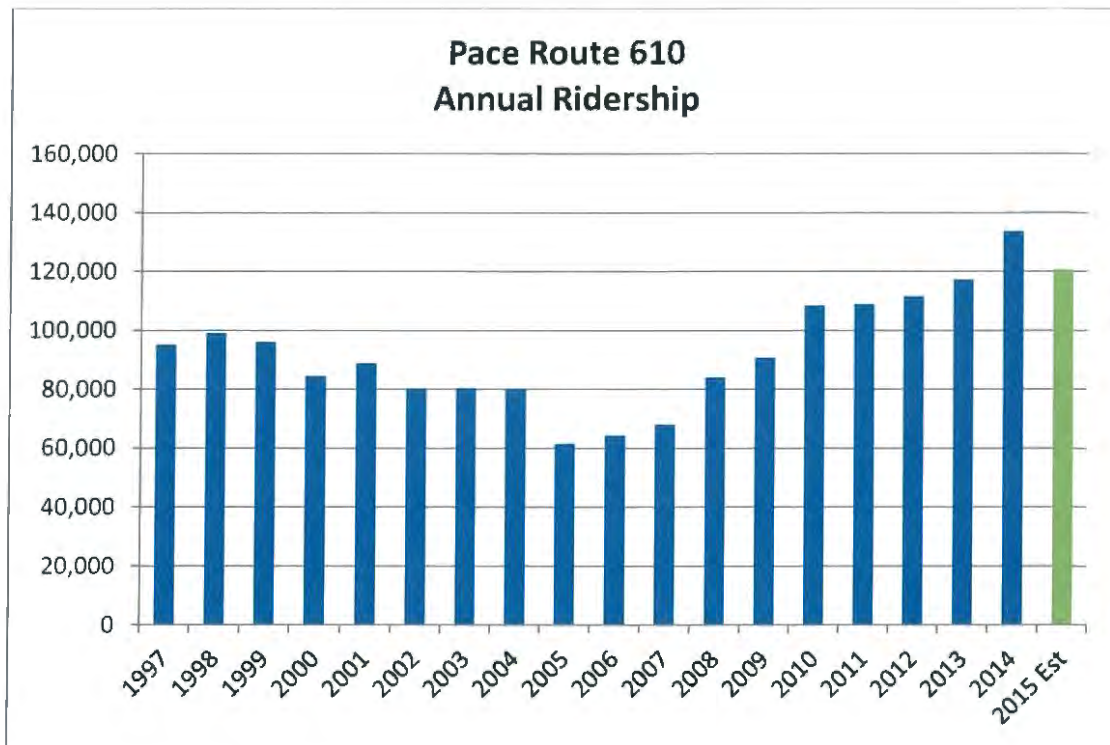
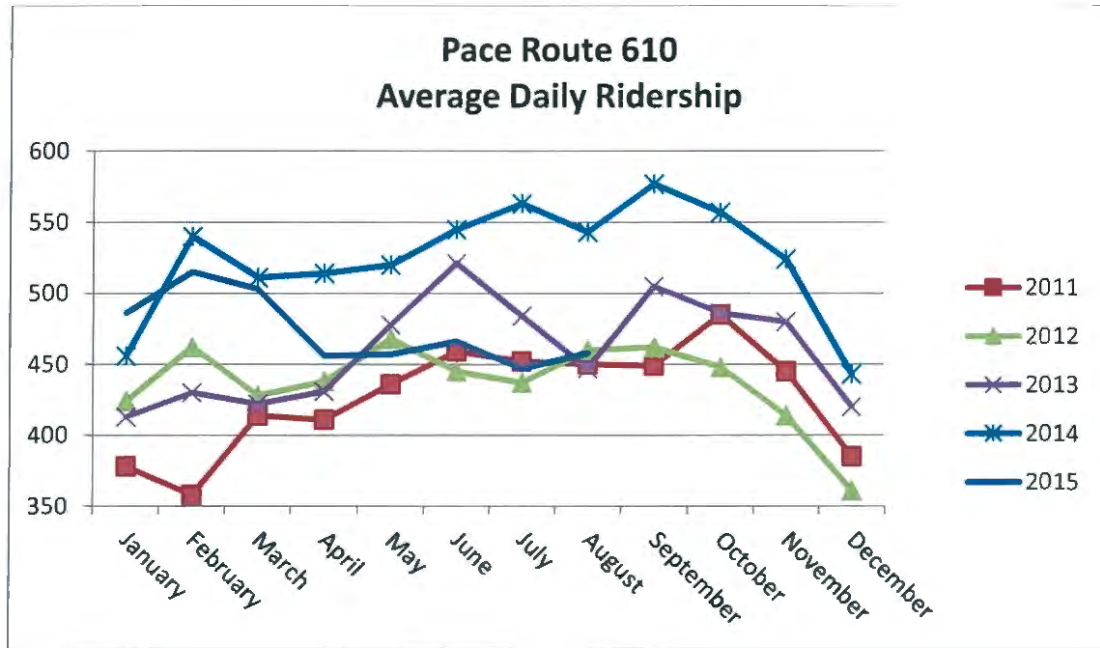
◆ **Pace Route 554**

The most recent data from August 2015 showed an average weekday ridership of 592 per weekday and a Saturday average of 334 riders per day. The level of use to date has been similar to ridership in 2014, even with a one month decline in May. An estimate of the annual ridership based on use through August 2015 is shown.



◆ **Pace Route 610**

The charts below provide a history of Route 610 ridership and a benchmark for comparison before and after the expanded service and Park and Ride operation began in the fall of 2013. There has been a reduction in the number of rides reported on Route 610 from February through August. Use has leveled off over the last several months. There is some speculation that commute patterns may have changed somewhat in the business park earlier this year due to more telecommuting, 4 day work weeks, etc. Investigation into what might be causing the change is ongoing. Park and Ride utilization at the Sears Centre remains very low. Even with the predicted drop in ridership through the end of 2015, the long term trend remains positive.



◆ **Pace I-90 Corridor Plans**

Pace worked with the Illinois Tollway to build off the transit concept identified during the Phase I engineering for the Barrington Road interchange. Components of the transit facility are being built as part of the Barrington Road interchange and I-90 mainline projects. Bus access connections to / from the ramps and turnout areas are part of the mainline contract while the pedestrian ways under the ramps are included with the interchange construction. Pace is



at the 30% completion stage of plans for the Park & Ride on the north side of I-90 and a Kiss & Ride area to the south as their own separate project. These plans will be available for review by the Village and comments related to operations and design will be provided to Pace. Pace and the Village also finalized the IGA for Pace to design then build a pedestrian overpass of I-90 to link the north and south side transit areas. Once the Park & Ride is established at Barrington Road, start-up of a local circulator service for access to and from the Park & Ride area is likely to be created by Pace. Village staff will stay involved through the Transit Improvement Task Force and other opportunities. Pace has also discussed access easements with ComEd for the Kiss & Ride on Pembroke Avenue.

**TRAFFIC SIGNALS**

◆ **Roselle Road Traffic Signal**

Construction on the pavement areas has started. The pavement work includes the area of the Golf Center entrance and median areas on Roselle Road. The catalog cut sheets for the signal equipment have been revised and submitted back to the County. The timing of this approval by the County will be the primary determinant of the signal schedule. Alliance Contractors is performing the construction work and Civiltech Engineering is providing Phase III construction inspection services. Including time for the County to approve shop drawings and lead time to receive the signal mast arms, the overall roadway construction and installation should take about 6 months from the receipt of permits. How long the cut sheet reviews take will largely determine when the work will be completed.

**COORDINATION**

◆ **CN Noise Mitigation Program and Related CN Projects**

The Village Board approved a noise mitigation program on April 1, 2013. The program started on April 15, 2013 and lasted through April 15, 2015. Final reimbursements are being made to parties who received approval and had started the process prior to the end date. The table below summarizes activity as of this month. Applications approved may not equal the number submitted if the staff technical review has not been completed. The total number of applications can be greater than the number of residences since some homeowners have done their improvements in phases, meaning multiple applications for a single address. Reimbursements are made only after work has been completed, inspected, and approved.

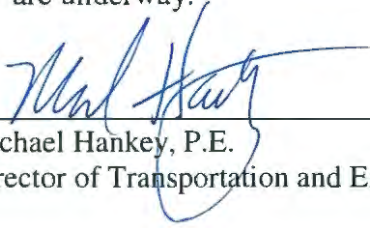
CN Noise Mitigation Reimbursement Program Status – September 2015					
Subdivision	# of Eligible Residences	# of Residences Participating	# of Applications Submitted	# of Applications Approved	# of Reimbursements Paid
Bridlewood	21	20	20	20	20
Deer Crossing	34	34	42	42	42
Winding Trails / Hunters Ridge	49	48	63	63	63

**◆ O'Hare Noise Compatibility Commission**

One complaint about aircraft noise was received from a resident. Information on reporting such occurrences to the City of Chicago was provided and has been posted on the Village website.

**NEW DEVELOPMENTS**

- ◆ Traffic data, site plans, and inspections are ongoing for a variety of projects which are in the early stages of project development and review.
- ◆ Various smaller site modifications and permits for parking lot sealcoating, striping, patching are underway.



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Michael Hankey, P.E.  
Director of Transportation and Engineering Division