

AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
February 10, 2020

7:00 p.m. – Helen Wozniak Council Chambers

Members:	Karen Mills, Chairman	Anna Newell, Trustee
	Gary Stanton, Vice Chairman	Gary Pilafas, Trustee
	Karen Arnet, Trustee	Michael Gaeta, Trustee
		William McLeod, Mayor

- I. Roll Call**
- II. Approval of Minutes – January 13, 2020**

NEW BUSINESS

- 1. Request approval of an Intergovernmental Agreement with the Hoffman Estates Park District and the Forest Preserves District of Cook County for the Illinois Transportation Enhancement Program grant for the Shoe Factory Road bicycle and pedestrian project.

REPORTS (INFORMATION ONLY)

- 1. Transportation Division Monthly Report
- III. President’s Report**
 - IV. Other**
 - V. Items in Review**
 - VI. Adjournment**

(Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk’s office).

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

**TRANSPORTATION & ROAD IMPROVEMENT
COMMITTEE MEETING MINUTES**

January 13, 2020

I. Roll Call

Members in Attendance:

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

**Management Team Members
in Attendance:**

**James Norris, Village Manager
Dan O'Malley, Deputy Village Manager
Arthur Janura, Corporation Counsel
Peter Gugliotta, Director of Planning
Mike Hankey, Dir. Transportation and Eng.
Kevin Kramer, Director of Economic Dev.
Bryan Ackerlund, Director of Code Enf.
Patti Cross, Asst. Corporation Counsel
Patrick Seger, Director HRM
Patrick Fortunato, Fire Chief
Suzanne Ostrovsky, Asst. to the Village Mgr.**

The Transportation & Road Improvement Committee meeting was called to order at 7:03 p.m.

II. Approval of Minutes

Motion by Trustee Stanton, seconded by Trustee Gaeta, to approve the Transportation & Road Improvement Committee meeting minutes from December 9, 2019. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

- 1. Request approval of two IDOT resolutions to appropriate Motor Fuel Tax Funds for:
 - a) 2020 Street Revitalization project in an amount not to exceed \$2,600,000; and**
 - b) 2020 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$110,000.****

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

Motion by Mayor McLeod, seconded by Trustee Gaeta, to approve two IDOT resolutions to appropriate Motor Fuel Tax Funds for the 2020 Street Revitalization project in an amount not to exceed \$2,600,000 and for the 2020 traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$110,000. Voice vote taken. All ayes. Motion carried.

REPORTS (INFORMATION ONLY)

1. Transportation Division Monthly Report.

The Transportation Division Monthly Report was received and filed.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Gaeta, seconded by Trustee Arnet, to adjourn the meeting at 7:05 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Debbie Schoop, Executive Assistant

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an Intergovernmental Agreement with the Hoffman Estates Park District and the Forest Preserves District of Cook County for the Illinois Transportation Enhancement Program grant for the Shoe Factory Road bicycle and pedestrian project

MEETING DATE: February 10, 2020

COMMITTEE: Transportation and Road Improvement

FROM: Michael Hankey

PURPOSE: Request approval of an Intergovernmental Agreement with the Hoffman Estates Park District and the Forest Preserves District of Cook County for the Illinois Transportation Enhancement Program (ITEP) grant for the Shoe Factory Road bicycle and pedestrian project.

BACKGROUND: In 2013, an Intergovernmental Agreement with the Hoffman Estates Park District (Park District) and the Forest Preserves District of Cook County (Forest Preserve) for the Shoe Factory Road / I 90 ITEP project was approved. The scope of the grant was to pave an existing earth trail in the Forest Preserve between IL 59 and the CN right-of-way and to construct a north-south path from the Shoe Factory Road path west of the CN right-of-way into Prairie Stone by crossing under the Tollway and Hoffman Boulevard bridges. The initial engineering phase of this project was significantly delayed due to the railroad not agreeing to allow use of a small portion of their property for the north-south path. As this issue is still unresolved, the decision was made by the local partners to advance the east-west portion of the project to final engineering. Timing was critical in order to be able to use federal funds approved for this work. The Park District and Forest Preserves were kept informed of the project status and agreed to advance this first phase of the work to construction. An exhibit showing the original and current project limits and scope is attached.

DISCUSSION: The scope of the east-west portion is paving the earth trail in the Forest Preserve just north of Shoe Factory Road from IL 59 to the east edge of the railroad right-of-way to connect with the existing path which crosses the tracks. The east-west path project was on an

DISCUSSION: (Continued)

IDOT construction letting in September 2019 with the award going to Chicagoland Paving. TranSystems Corporation will provide the Phase III engineering services for the local partners during construction. The Village approved a contract with TranSystems last year in anticipation of the State awarding a construction contract. A preconstruction meeting was held in November 2019.

The completion dates specified in the original IGA lapsed due to the railroad coordination issues. Project costs, scope, and schedule have all changed since the original IGA. The Forest Preserves staff drafted a new IGA to reflect the current project scope, timing, and responsibilities. The terms generally follow what was approved in the original IGA from 2013, with updates for current conditions. Staff from the Village, Park District, and Forest Preserves have reviewed the document and come to agreement on the language and terms. The final document is attached.

The project is currently planned to begin construction in May 2020. As Federal ITEP funds are being used, IDOT will administer the contract, hire and pay the contractor, and TranSystems will be the resident engineer on behalf of the local partners. Construction is expected to be complete by fall 2020 assuming the project starts as planned. Project closeout will likely carry into 2021 before all final documentation and accounting tasks are complete. If the railroad issue is resolved at some point in the future, new funding and agreements will be needed to complete the engineering and construction of the north-south portion of the original project scope. Portions of the Phase I engineering for the north-south portion will have to be updated should the project advance at some point.

The path project used a funding option known as the Flexible Federal Match (FFM). Under this program, the local agencies paid 100% of the cost of the Phase I and II engineering. The local partners then have a credit balance which is used towards the local share of construction and construction engineering. IDOT has been requested to update the project amounts to reflect costs incurred to date. The State has approved the local agency agreements for construction and for construction engineering services.

FINANCIAL IMPACT:

As referenced above, the FFM option was used which resulted in a credit for the local partners reflecting costs incurred during Phase I and II engineering. The total project cost including prior engineering phases, construction, and construction engineering is approximately \$470,000, including a construction estimate of about \$280,000. The IGA proposes that the three agencies share the Phase I and II costs as follows: 50% Forest Preserves, 25% Park District, 25% Village; these are the same sharing ratios as agreed to in the prior IGA. Under terms of the prior agreement, the Village as the lead agency, paid the engineering costs up front and then invoiced the two partners for an initial portion of their obligations. The table below summarizes the estimated costs, payments to date, and balance remaining. As the Village advanced the engineering costs on behalf of its two partners, reimbursement will be made to the Village according to the terms of the IGA. Prairie Stone Capital Funds are being used for the Village's share of this project. Reimbursements from the agency partners will go back to this account. IDOT will handle invoicing for the construction contract. As the agencies have satisfied the 20% local share through advance funding of Phase I and II engineering, there will be no local payments required for construction. The

FINANCIAL IMPACT: (Continued)

Village will pay invoices for TranSystems services required for construction inspection and be reimbursed by the State from the federal funds.

Agency	Phase I	Phase II	Agency Total	Paid to Date	Balance Due
Forest Preserves	\$ 41,797	\$ 30,416	\$ 72,213	\$ 20,899	\$ 51,314
Park District	\$ 20,899	\$ 15,208	\$ 36,106	\$ 10,449	\$ 25,657
Village	\$ 20,899	\$ 15,208	\$ 36,106	\$ 113,077	(\$76,971)*
Total	\$ 83,594	\$ 60,831	\$ 144,425	\$ 144,425	\$ 76,971*

*- amount due from Forest Preserves and Park District to reimburse Village for upfront payments to date for Phase I and II engineering services

RECOMMENDATION:

Request approval of an Intergovernmental Agreement with the Hoffman Estates Park District and the Forest Preserves District of Cook County for the Illinois Transportation Enhancement Program (ITEP) grant for the Shoe Factory Road bicycle and pedestrian project.

Attachments

Exhibit A - ITEP Shoe Factory Road and Prairie Stone Path Location Map



**Exhibit B- ITEP East-West Project
Location Map**



**INTERGOVERNMENTAL AGREEMENT AND LICENSE BY, BETWEEN, AND
AMONG THE VILLAGE OF HOFFMAN ESTATES, THE HOFFMAN ESTATES
PARK DISTRICT
AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

This INTERGOVERNMENTAL AGREEMENT AND LICENSE (hereinafter referred to as the "AGREEMENT") is by, between, and among **THE VILLAGE OF HOFFMAN ESTATES**, a municipality of the State of Illinois (the "the Village"), **THE HOFFMAN ESTATES PARK DISTRICT**, a body politic and corporate of the State of Illinois (the "Park District"), and **THE FOREST PRESERVE DISTRICT OF COOK COUNTY**, a body politic and corporate of the State of Illinois (the "Forest Preserves"). The Forest Preserves, Park District, and Village individually shall be referred to as "PARTY", and collectively shall be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the continued development and organization of the metropolitan areas has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

WHEREAS, the Forest Preserves by virtue of its powers, as set forth under the Cook County Forest Preserve District Act, 70 ILCS 810/0.01 *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages cooperative agreements between units of Illinois' state and local government; and

WHEREAS, the Parties desire to participate in the design, engineering and construction of certain planned improvements on land owned by the Parties including, but not limited to a new recreational path connection to a Park District facility, paving the existing ½ mile unpaved recreational path leading through the Poplar Creek Forest Preserve from Route 59, parallel with Shoe Factory Road, to the Canadian National railroad right-of-way, construction of a bicycle and pedestrian undercrossing of Interstate Highway I-90, making improvements to the existing Shoe Factory Road facilities owned by the Forest Preserve District of Cook County, and designating a bike route in the Prairie Stone Business Park owned by the Village of Hoffman Estates, (collectively, the "Project"); and

WHEREAS, the PARTIES approved a prior Intergovernmental Agreement and License for the Project on November 11, 2013 (the “Prior Agreement”); and

WHEREAS, paving the existing unpaved recreational path leading through the Poplar Creek Forest Preserve from Route 59 to Shoe Factory Road is known as the “East-West Project, and the bicycle and pedestrian undercrossing of I 90 and improvements in the Prairie Stone Business Park are collectively known as the “North-South Project (the East-West Project and North-South Project are collectively depicted on Exhibit A); and

WHEREAS, the scope, estimated costs, and construction timing of the Project have changed since the Prior Agreement; and

WHEREAS, plans for the East-West Project located on property of the Forest Preserves were approved by IDOT and IDOT held a bid opening on September 20, 2019; and

WHEREAS, the Village requests that the Forest Preserves and the Park District allow the Village access to and the use of the Poplar Creek Forest Preserve and the other areas generally depicted in Exhibit B (the “SITE”), for the East-West Project; and

WHEREAS, the total project cost of East-West Project is estimated to be approximately four-hundred seventy thousand dollars (\$470,000), while the Project scope was estimated at eight-hundred forty-five thousand three hundred ten dollars (\$845,310); and

WHEREAS, the East-West Project is using the Federal Flexible Match (FFM) program for the Illinois Transportation Enhancement Program (ITEP) grant received by the Village on behalf of the Parties; and

WHEREAS, under the terms of the ITEP grant, the Parties are collectively responsible for twenty percent (20%) of all phases of the engineering costs and twenty percent (20%) of the construction costs associated (“local share”); and

WHEREAS, the Parties have collectively paid one hundred forty-four thousand four hundred twenty-five dollars (\$144,425.00) of the engineering and construction costs for the East-West Project, and

WHEREAS, FFM identifies credits for the Parties’ collective payments of Phase I and II engineering costs, to be used to towards the local share of construction and construction engineering of the East-West Project; and

WHEREAS, the ITEP grant will be administered by the Illinois Department of Transportation (“IDOT”), which shall be responsible for approving all reimbursement requests pursuant to the terms of the ITEP grant; and

WHEREAS, the Parties, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the East-West Project as well as future maintenance responsibilities of the completed East-West Project.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part thereof.
2. **Term and Termination**
 - 2.1 **Agreement Term.**

This Agreement among the Parties shall become effective on the date it is authorized and executed fully by the Parties (the “Effective Date”) and shall extend until it is terminated pursuant to Section 2.2 below.
 - 2.2 **Termination.** Prior to the beginning of construction of the East-West Project, any of the Parties may terminate this Agreement upon sixty days’ notice for any reason or for no reason at all. Once the construction contemplated herein is begun, a non-breaching Party may terminate this agreement at any time after a breaching Party has been provided written notice (pursuant to Section 8 of this Agreement) of its breach and failed to cure such breach within ninety (90) days of receipt of the notice. In addition, termination of this Agreement may be achieved at any time through written agreement of the Parties.
3. **Project Funds**
 - 3.1 **ITEP Funds Share of Project Cost.** The Parties acknowledge and agree that currently approximately three-hundred thousand (\$300,000) in ITEP funds are appropriated towards the cost of construction and construction engineering for the East-West Project and that a change in the FFM funds was submitted to IDOT. Final project costs for the East-West Project will be determined upon project close out with IDOT.
 - 3.2 **Forest Preserves’ Share of the Project Cost.** The Forest Preserves’ share shall be fifty percent (50%) of the local share for the costs for the East-West Project. The Forest Preserves’ total estimated share of the cost for the East-West Project is \$72,212.50. The Forest Preserves made an initial payment of \$20,898.52 to the Village towards its share with a remaining estimated amount not to exceed \$51,313.98 due for its portion of the East-West Project.
 - 3.3 **Park District’s Share of the Project Cost.** The Park District’s share shall be twenty-five percent (25%) of the local share for the costs for the East-West

Project. The Park District's total estimated share of the cost for the East-West Project is \$ 36,106.25. The Park District made an initial payment of \$10,449.26 to the Village towards its share with a remaining estimated amount not to exceed, \$25,656.99 due for its portion of the East-West Project.

- 3.4 **Village's Share of the Project Cost.** The Village' share shall be twenty-five percent (25%) of the local share of the costs for the East-West Project. The Village's total estimated share of the cost for the East-West Project is \$36,106.25. The Village has made payments totaling \$113,077.22 toward the local share of the Phase I and II of the engineering costs of the East-West Project. The Village shall seek reimbursement from the Forest Preserve and Park District totaling \$76,970.97 per Section 3.7 of this Agreement. The actual share will be determined based on final project costs upon project close out with IDOT.
- 3.5 **Cost Estimates.** The cost for the East-West Project is only an estimate and does not limit the financial obligations of the Parties as described in 3.1, 3.2, 3.3, and 3.4 above. Notwithstanding the forgoing, the Parties' obligations to pay for eligible items shall be based upon the actual quantities used and the contract unit prices as awarded, and final project closeout reflecting all costs incurred during for the East-West Project.
- 3.6 **Payments.** As lead agency for the project, the Village will send invoices to the Forest Preserves and Park District for their respective shares of the Project cost.
- 3.7 **Reimbursement.** The parties acknowledge that the Village paid in excess its share for Phase I and II engineering to advance the East-West Project to an IDOT construction letting. The Forest Preserve (50%) and Park District (25%) agree to reimburse the Village a total of seventy-five percent (75%) of the local share. The total of the reimbursement shall not exceed \$76,970.97. This reimbursement will be invoiced on a progress basis during Phase III.
- 3.8 **Liability.** The liability of the Forest Preserve and Park District shall be separate and unique and neither party shall be jointly liable for the other party's share of the Project costs.
4. **Forest Preserves' Responsibilities.**
- 4.1 **Land Use.** The Forest Preserves agrees to allow the East-West Project to be constructed, operated, maintained, repaired and replaced on land presently owned, as is necessary for the completion of its construction.
- A. This Agreement shall constitute a license for the Village to design, construct, install, and complete the Project in the designated areas identified on Exhibit B (the "SITE"). The term of the license granted herein shall expire on December 31, 2023 (the "Term").

- B. **Ingress and Egress.** The Village, its employees, contractors, suppliers, servicemen and invitees are further granted the right of ingress and egress, during the Forest Preserves' normal hours of operation, to the SITE for the purpose of completing the Project.
- C. **Hours of Operation.** The Village is permitted to exercise its rights under this Agreement from dusk till dawn. Notwithstanding the foregoing, if the Village and/or Park District desire access to the SITE after public hours of operation, except in cases of emergency, the Village will make reasonable efforts to notify the Forest Preserves' Representative identified in Section VIII(M) of this Agreement prior to entry, or as soon as practicable thereafter.
- 4.2 **Transfer of Responsibility.** Upon completion of the Project, the Forest Preserves will assume full responsibility for the maintenance and operation of the segment of the East-West Project located on Forest Preserves property.
- 4.3 **Plan Review and Approval.** The Forest Preserves shall review and, if acceptable to the Forest Preserves in its sole discretion, grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the Village, without charge to the Village. Any permit for right of access, temporary use shall not be unreasonably withheld by the Forest Preserves.
- 4.4 **Payment.** The Forest Preserves will pay to the Village its share of Project costs upon receipt of invoices for engineering services and construction of the Project as specified in Section 3.
- 5. Park District's Responsibilities.**
- 5.1 **Payment.** The Park District will pay to the Village its share of Project costs upon receipt of invoices for engineering services and construction of the Project as specified in Section 3.
- 6. Village's Responsibilities.**
- 6.1 **Lead Agency.** The Village agrees to act as the lead Agency for the Project. As lead Agency, The Village agrees to assume the overall East-West Project responsibility, including assuring that all permits, required insurance and other documentation as may be required by the PROJECT are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

6.2 Construction.

- A. The State of Illinois shall advertise and receive bids, the Village will provide construction engineering inspections through consultant services and cause the East-West Project to be constructed concurrently in accordance with the approved plans and specifications, in addition to doing the following:
1. With the State and the Village consultant, monitor the performance of construction work and serve as a liaison between the respective Parties and the construction company. With the cooperation of the Forest Preserves and Park District, the Village shall supply the contractor with the information and documents the contractor needs for the construction of said East-West Project; and
 2. Execute, including payment of invoices for work completed, all of the Village's obligations under the contract with the construction company, unless the Village is excused from performance thereunder due to breach by the Contractor; and
 3. Assist each Party with documentation reasonably necessary for informational or financial purposes regarding the construction of said East-West Project and payment of their respective shares, including but not limited to assisting with a timely response to any lawful public records request.
 4. Before construction commences, the Forest Preserves shall be furnished with a copy of all contracts related to the construction or repair of said East-West Project. The Forest Preserves shall have the right to monitor construction of said East-West Project and insist that said East-West Project is constructed according to Plan as well as within proper time periods.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the Forest Preserves shall be submitted to the Forest Preserves for approval prior to commencing such work. The Forest Preserves shall review the proposed deviations and indicate its approval or disapproval thereof in writing, which approval shall not be unreasonably withheld or delayed. If the proposed deviation to the plans and specifications are not acceptable, the Forest Preserves shall detail in writing its specific objections.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the Forest Preserves, the Village shall provide no less than five (5) calendar day's written notice to the Forest Preserves prior to commencement of work on the East-West Project.
- D. The Forest Preserves and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the East-West Project that affects the Forest Preserves. The Forest

Preserves shall assign personnel to perform inspections on behalf of the Forest Preserves of all work included in the East-West Project that affects the Forest Preserves' property, and will deliver written notices to the Engineer of Hoffman Estates advising the Village as to the identity of the individual(s) assigned to perform said inspections.

- E. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.

The Village shall give notice to the Forest Preserves upon completion of 70% and 100% of each phase of the East-West Project, and the Forest Preserves shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. The PARTIES acknowledge that, if the East-West Project is constructed at different times, each phase may reach 70% and 100% completion at different times and, therefore, there may be up to four (4) such inspections. The Village's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the Forest Preserves' representative shall give immediate verbal notice to the Village's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the Village. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Forest Preserves shall perform such joint re-inspections within fourteen (14) calendar days after receiving notice from the Village that the deficiencies have been remedied.

- 6.3 **Payment.** The Village entered into a contract with an engineering consultant for design and construction services for the East-West Project. The Village will invoice the other Parties for their shares of the engineering services. As lead agency, the Village will invoice the Parties for their shares of construction as the Village is invoiced by the State and on a progress basis for the construction engineering services.

- 6.4 **Timing of Payments.** As lead agency, the Village will determine through coordination with IDOT the schedule for payment of the local funding shares based on criteria used for this federal funding program. Any payments made by the Parties will count toward those individual local shares of the total project costs.

7. General Provisions.

7.1 It is understood and agreed that this is an AGREEMENT by, between, and among the Parties.

7.2 It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter

hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

7.3 Wherever in this AGREEMENT approval or review by any of the Parties is provided for, said approval or review shall not be unreasonably delayed or withheld.

7.4 Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

7.5 This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

7.6 This AGREEMENT may only be modified by written modification approved by the corporate authorities of the PARTIES hereto.

7.7 This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

7.8 This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

7.9 The failure by any of the Parties to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the Parties unless such provision is waived in writing.

7.10 It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.

8. **Notices.** All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or facsimile delivery to the following persons at the following addresses:

Forest Preserves of Cook County
Attn: Pamela Sielski, Landscape Architect / Project Manager

536 North Harlem Avenue
River Forest, IL 60305
Tel (708) 771-1355
Fax (708) 771-1360

Village of Hoffman Estates
Attn: Michael Hankey, Director of Transportation and Engineering
1900 Hassell Road
Hoffman Estates, IL 60169
Tel (847) 252-5801
Fax (847) 781-2679

Hoffman Estates Park District
Attn: Dustin Hugen, Director of Planning and Development
1685 W. Higgins Road
Hoffman Estates, IL 60169
Tel (847) 285-5465
Fax (847) 885-8684

9. **No Estate in Land.** This Agreement creates a license only for purpose of completing the East-West Project. No Party shall be deemed to hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in any Forest Preserve property by virtue of this Agreement.
10. **Insurance and Casualty.** The Village, Park District, and their respective contractors and subcontractors shall maintain the following insurance coverage relating to the construction and repair of said Project:
 - 10.1 **Worker's Compensation and Occupation Disease Insurance,** in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service or labor under this Agreement. Employer's liability coverage with limits of not less than \$500,000.00 for bodily injury by each accident and \$500,000.00 for bodily injury by disease for each.
 - 10.2. **Commercial General Liability Insurance (Primary and Umbrella):** Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage and personal injury.
 - 10.3. **Automobile Liability Insurance (Primary and Umbrella) Commercial Automobile Liability Insurance** covering owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage.
 - 10.4. **Insurance Requirements:** All policies of insurance required hereunder shall be written by carriers, which possess A- policyholders rating or better and a

minimum Class VII financial size category as listed at the time of issuance by AM Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories). The Commercial General Liability Policy and Automobile Liability Policy shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the Forest Preserves and/or the Park District.

A. All policies of commercial general liability insurance shall name the Forest Preserves and Park District as an Additional Insured for any and all injury, damage, liability, expenses or judgments arising out of the construction and repair of said Trail and overpass.

B. All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty days' prior written notice thereof has been proven to the Additional Insured.

C. Insurance Certificates: Village or Contractor may furnish insurance certificates as evidence of the required coverage to the Forest Preserves and Park District. No construction shall commence prior to the Forest Preserves' approval of the insurance coverage.

11. **Indemnification.** To the extent permitted by law, the Village shall protect, indemnify, defend and save harmless the Park District and the Forest Preserves, their respective Commissioners, officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from the Village and/or its Contractor's completion of the Project and caused by any action or omission of the Village. To the extent permitted by law, the Village hereby waives all claims for recovery from the Park District and the Forest Preserves, their respective Commissioners, officers, agents, servants and employees for any loss or damage to any of its personal property arising from this Agreement.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE FOREST PRESERVE DISTRICT OF COOK COUNTY

By: _____ Date: _____
Toni Preckwinkle, President

Attest: _____ Date: _____
Matthew B. DeLeon, Secretary

_____ Date: _____
Arnold Randall, General Superintendent

_____ Date: _____
Lisa Lee, Interim Chief Attorney

HOFFMAN ESTATES PARK DISTRICT

By: _____ Date: _____

By: _____ Date: _____

VILLAGE OF HOFFMAN ESTATES

By: _____ Date: _____

By: _____ Date: _____

**TRANSPORTATION AND ENGINEERING DIVISION
DEPARTMENT OF DEVELOPMENT SERVICES**

FEBRUARY 2020 MONTHLY REPORT

ROAD PROJECTS

◆ **Barrington Road Interchange**

As work is finished, the Tollway will move towards closing out items needing attention. Village Public Works and Transportation / Engineering staff created a punch list of items in Fall 2019 which still needs to be addressed by the contractor. The Tollway's construction project manager will coordinate this work. The path lights in the southeast quadrant and those in the pedestrian underpass of the south ramp are being addressed by Pace. Contractors are working on plans to provide the needed electrical connections. Reconciliation of all costs related to the interchange will require detailed reviews, which will occur once there is agreement on accepting all the improvements in the interchange area.

◆ **Shoe Factory Road - Cook County**

The basic scope is to widen and reconstruct Shoe Factory Road from east of Beverly Road to Essex Drive. An additional through lane in each direction will be provided, along with dual left turn lanes on Shoe Factory Road at Beverly Road. The curve at Rohrssen Road will be flattened, with the Shoe Factory alignment shifting north, and the intersection reconstructed. White Oak Lane will become a right in / right out intersection when the median is installed on Shoe Factory Road. Beverly Road will be reconstructed and widened from Beacon Pointe Drive to Shoe Factory Road to provide two through lanes in each direction, and dual right turn lanes at Shoe Factory Road. Landscaped medians and roadway lighting are included, as is a new off-road path on the north side of Shoe Factory and west side of Beverly Road. The Shoe Factory Road path will complete connectivity along the corridor.

Pre-final plans are nearing completion. The final round of comments from Village and County staff are being incorporated into the plans. The current schedule estimates completion of final plans in spring / summer 2020. Coordination with utility companies will occur next followed by right-of-way appraisals once the final plan is set. An early coordination meeting was held with MWRD and that input is being incorporated into the plans; the comments will not result in significant changes to the current design. The actual project schedule is dependent on completing the items included in the engineering contract supplement along with time needed for various agency reviews. Construction could possibly begin as early as the end of 2021 since right-of-way still must be finalized and property rights acquired, which is likely to occur during 2020 and last into 2021. Coordination with adjacent property owners and Hanover Township will be needed as right-of-way and easement requirements are refined. The timing of construction will depend upon the duration of the right-of-way process, funding availability, programming of funds, and the County's approval of final plans. When the plans are closer to a final stage, the County will begin work on the intergovernmental agreement for construction, construction inspection, funding, and maintenance.

◆ **Barrington Road – Algonquin Road to Central Road**

IDOT expects approval of the Phase I engineering to occur in the next month or two. They will then begin the contract process for Phase II engineering. The project is listed in the State's multi-year plan for Phase II engineering work and land acquisition in 2020. A letter of intent with the State for the Village share of Opticom and signal improvements related to this project was approved in 2018. The basic scope of the project is to widen Barrington Road to a consistent four lane cross-section between Mundhank Road and Algonquin Road. Drainage improvements along with pavement reconstruction and intersection modifications at Algonquin Road are included. In addition, an off-street path will be

located on the west side of Barrington Road from Algonquin Road to Central Road. This path segment will connect the Algonquin Road path to the bicycle and pedestrian facilities installed in the Barrington Road interchange area. IDOT incorporated changes requested by Village staff to provide pedestrian crossings on all legs of the Lakewood Boulevard intersection. IDOT's multi-year program shows construction in the next several years. Information on the project is on the State's website at www.idot.illinois.gov/projects/barrington-rd-at-IL-62.

◆ IDOT Multiyear Program

IDOT has several projects listed in its current fiscal year 2020-2025 plan which are part of the *Rebuild Illinois* Program. The projects are listed below along with where they fall in the State's current program. Details on these projects will be shared when more information becomes available.

Route	Location	Type of Work	Timeline
Golf Rd	Kane County to IL 59	Overlay / ADA	2021-2025
Golf Rd	Poplar Creek	Culvert repair	2021-2025
Golf Rd	Barrington Rd	Intersection and traffic signal improvement, pedestrian	2021-2025
Golf Rd	IL 59 to Windsong Dr	Overlay / ADA	2021-2025
IL 59	I-90 bridge	Bridge deck overlay	2021-2025
IL 72	Kane County to Glen Lake Rd	Overlay / ADA	2020
IL 72	CN railroad bridge	Bridge deck overlay	2020
Palatine Rd	IL 62 to east of Roselle Rd	Overlay / ADA	2021-2025
Barrington Rd	IL 62 to Central Rd	Additional lanes, reconstruction, Path	2021-2025
Barrington Rd	IL 62 to Central Rd	Phase II engineering	2020

Staff attended IDOT preconstruction meetings for the IL 72 resurfacing and bridge deck projects. The IDOT resident engineer will provide information on the project schedules when they are available.

In addition, the State legislation listed four projects submitted by the Village in 2019 which are to receive funding through the state bond issues. The Almond / Audubon culvert project is awaiting IDOT permits so that construction can begin once approval is received. The State has not yet released guidelines for the specific processes to access these fund amounts.

Location	Type of Work	Funding
Almond / Audubon at Higgins	Culverts	\$250,000
Arizona Blvd	Storm Sewer	\$300,000
Hermitage Lane	Storm Sewer	\$300,000
Flagstaff Lane	Reconstruction	\$300,000

Another project which will be advancing through the use of safety funds is an intersection study at Higgins Road and Huntington Boulevard. IDOT converted the left turn signal operations to allow left turns only on green arrows several years ago. The upcoming project study phase will be evaluating the intersection in more detail including potential right turn lanes and pedestrian / bicycle changes.

GRANT PROJECTS

◆ **2018 *Invest in Cook* Grant Program – Beverly Road Bicycle Facility and Resurfacing**

The scope includes Phase I engineering for a bike facility on Beverly Road along with resurfacing between Prairie Stone Parkway and Beacon Pointe Drive. Civiltech is completing preliminary engineering work and collecting field data. Alternative geometric solutions were analyzed which identified a barrier separated path on the west side of the bridge as the preferred option. The Bridge Condition Report was submitted to IDOT and the Illinois Tollway.

The basic concept for the bicycle accommodation is an off-street path on the west side of Beverly Road which will involve modifications to the travel lanes over the bridge as well as changes to the median along with shoulder and grading on the west side. The County grant program provides \$60,000 of funding, with the local share estimated at approximately \$20,000. Upon completion of Phase I, the goal is to seek County, State, or Federal funds for Phase II engineering and construction in future calls for projects.

◆ **Shoe Factory Road Path - Illinois Transportation Enhancement Program (ITEP) Grant**

The original project concept was to 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 Canadian National (CN) right-of-way will now be paved first. The Park District and Forest Preserve are financial partners with the Village on the engineering and construction of the project. The east-west portion of the project is advancing as the initial phase of construction. There have been no new developments or discussions with CN for an agreement to allow construction of the north-south section of path.

The east-west portion of the project was on the September 20, 2019 IDOT construction letting. A preconstruction meeting with IDOT, the contractor, Forest Preserve, and Park District was held on November 6. The work has a tentative start date of May 1, 2020. Thirty (30) working days are allowed for completion of the construction. A draft IGA with the Forest Preserve and Park District to complete the east-west portion of the project is on the agenda this month. Adjustments to the funding and timing of the east-west section are also being processed through IDOT. Approval of the construction services agreement was received from IDOT.

◆ **Future Surface Transportation Program (STP) Resurfacing Projects**

Civiltech Engineering is providing Phase II design services for resurfacing Jones Road from Rosedale Lane to Highland Boulevard and Salem Drive from Bode Road south to the Village limits. Survey work on the streets has been done. Completion of Phase II plans and documents could position these street sections to move forward to construction in 2020 if funds are available through the NWMC STP plan. If successful, the target would be an IDOT letting in Spring or Summer 2021. A kickoff meeting with IDOT was held in mid-December. There was some concern about IDOT not performing plan reviews until STP funds have been programmed for projects like these. The NWMC held a seminar in January to provide information on applying for local STP funds.

BIKE / PEDESTRIAN PROJECTS

◆ **Bicycle Planning / Bicycle Pedestrian and Advisory Committee**

An update on numerous bicycle projects in the Village and region was provided to the Committee. Planning will begin for future activities with a meeting to be held in the future. Staff is working on the bicycle plan update which will be reviewed with the Committee. When more feedback is received on the bicycle friendly community application, discussion will likely focus on ways to strengthen bicycling activities in the Village. The evaluation criteria include the 5 E's of the bike plan –

engineering, education, enforcement, encouragement, and evaluation. The findings from the bicycle friendly process will help to focus future efforts for updating the comprehensive bicycle plan.

◆ **Central Road Bicycle Path Project – Huntington Boulevard to Pace Park-n-Ride**

The basic concept is to align a path along the north side of Central Road from the Huntington Boulevard intersection linking to the Forest Preserve path on the east and to the Pace Park-n-Ride on the west. A portion of the path was constructed at the time of the Trumpf project as required by the development agreement. Sensitive environmental areas and wetland impacts exist which will need to be addressed. A pedestrian crossing of Central Road near the curve where the Park-n-Ride entrance is included in the study. Coordination with the Forest Preserve is needed where the east end of the project will link to the existing Paul Douglas trail. The Forest Preserve supports the connection and has identified its preferred alignment.

Cook County included design of this path with its project to reconstruct Central Road. The County's engineering consultant creating the design for road reconstruction and the bike path has developed plans which were reviewed by the Village. Staff provided comments to the County which will require follow-up discussions. Unfortunately, the preliminary engineering phase has been moving very slowly and is still not complete. Cook County advises their intent is to complete the Phase I this year. The Phase I path study is being conducted according to federal requirements, even though no federal funding is being used for this preliminary design. Satisfying all these requirements now will position the project to apply for future funding to assist with construction activities. The Village's cost of the Phase I design for the bicycle path is about \$65,000. The County's design work was coordinated with the Bystronic development adjacent to the Somerset property. Bystronic's site development requirements included extension of Eagle Way to Central Road which has been substantially completed. The Eagle Way design includes on-street bike lanes and sidewalk on the east side of the street. Some property at the corner of the Claire's property is needed for the Eagle Way extension near the new intersection at Central Road and is a responsibility of the H90 ownership. As part of the 2019 street project scope, sidewalk was installed on the west side of Eagle Way from Lakewood Boulevard to the Siemens / Claire's driveways.

◆ **Roselle Road / Central Road Bicycle Path and Overpass**

A ribbon cutting for the opening of the bridge and path on the west side of Roselle Road was held on November 5, 2019. The bridge and path link the Paul Douglas Forest Preserve north of the Tollway with the Hillcrest Boulevard bike route and Schaumburg path system to the south. The Village of Schaumburg was the lead agency for the project. The need for multiple crossings of the Tollway was one of the main comments from the public during development of the Village bicycle plan.

TRANSIT

◆ **Taxi Discount Program**

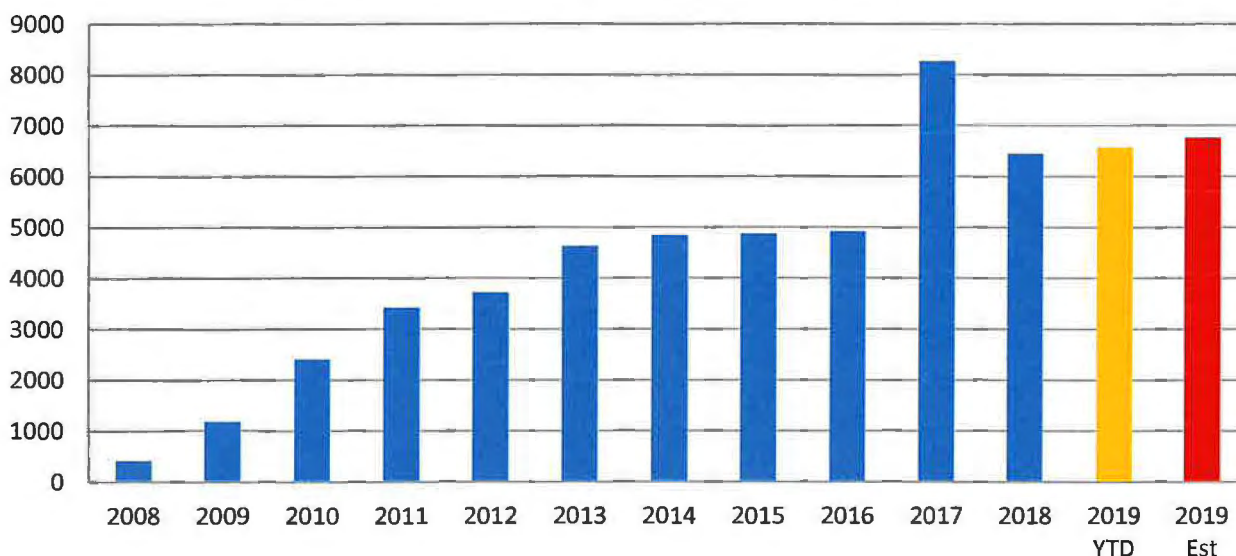
In late December 2019, notification was received that All-Star Cab was closing its business. No reason was given for this decision. All-Star had been a provider since the program start up over 10 years ago. They also consistently provided more trips than the other two companies. Notices of this change were sent to the most frequent users of the taxi program and information was posted to the website. Efforts are underway to try to identify a replacement for All-Star. Impacts of this change will be evaluated as data becomes available. An article on this change was in the February 2020 *Citizen*. Ridership with the two remaining companies will be monitored closely during the year.

Program registration is ongoing with identification cards and coupons sent to residents. Since its inception, a total of 734 residents have registered for the program. Further review of the program

registration indicates the number of current eligible registrants totals 444. Staff continues to look for ways to promote and advertise the program. An article was in the November 2019 *Citizen*. The graph below shows historical use as well as year-to-date ridership in 2019 through late December. The ridership increases in 2017 and 2018 were due to a combination of higher registrations resulting from promotion of the program and the increase to a coupon value of \$7.00 effective at the start of 2017. All-Star was regularly the most used company for trips so its loss will likely result in lower numbers of rides at least for the short term.

The Transit Improvement Task Force met in October 2019 and one item discussed was the taxi program. There was interest in evaluating allowing the use of multiple coupons per trip and increasing the number of coupons that registrants could receive per month. Staff is researching these potential changes and will present information when complete. The estimated impact on program costs will be evaluated.

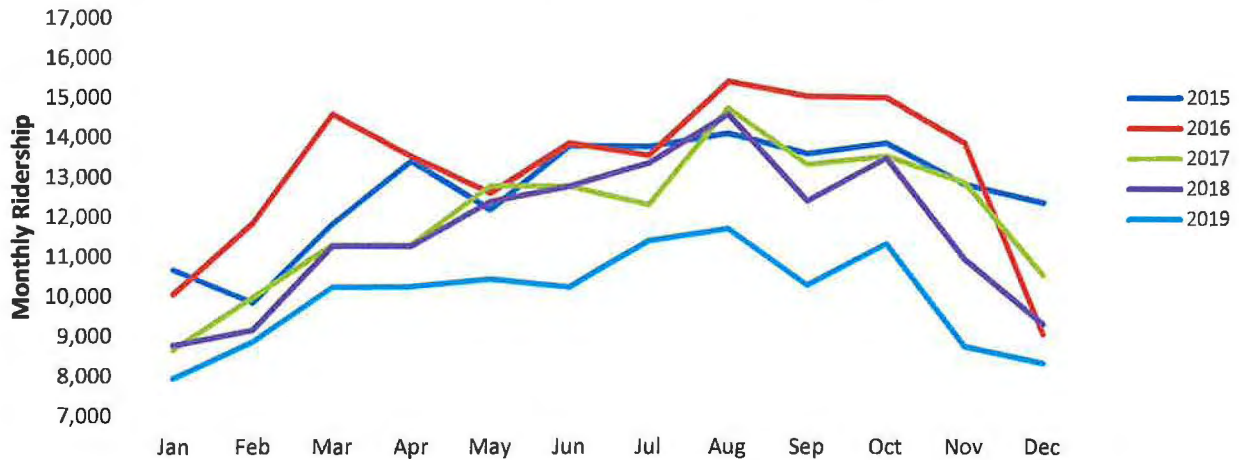
TAXI DISCOUNT PROGRAM: RIDES PER YEAR



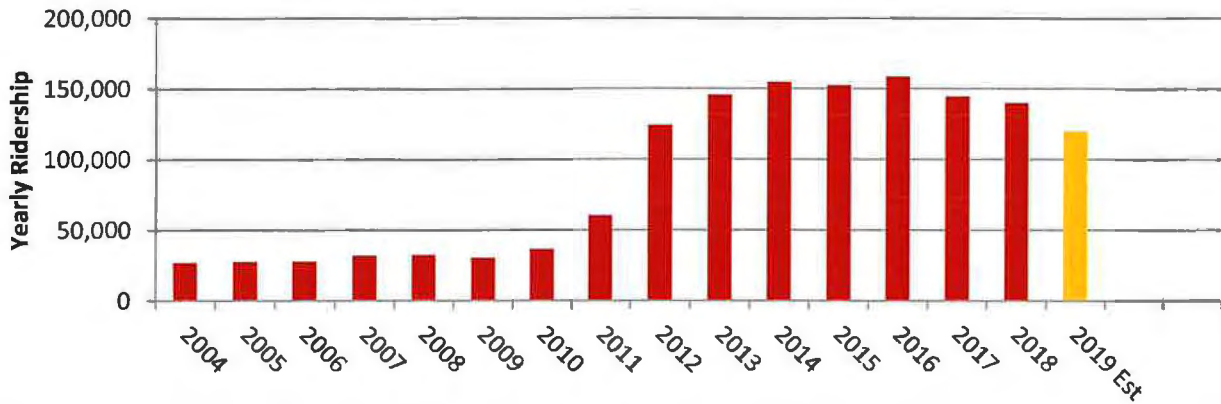
◆ **Pace Route 554**

Route 554 links the downtown Elgin Transportation Center to the Northwest Transportation Center in Schaumburg via Barrington Road and Golf Road in Hoffman Estates. The route also has a stop on the AMITA St. Alexius campus. Service is provided on weekdays and Saturdays. The most recent data from December 2019 showed average weekday ridership of 373, along with a Saturday average of 222 riders per day. Pace had been evaluating potential changes to Route 554 to link with the Barrington Road transit station served by the I-90 routes. At this time, it is uncertain if or when a change might occur. Year-to-date ridership on Route 554 is less than previous years though Pace has not announced any changes to service at this time.

Pace Route 554: Monthly Ridership

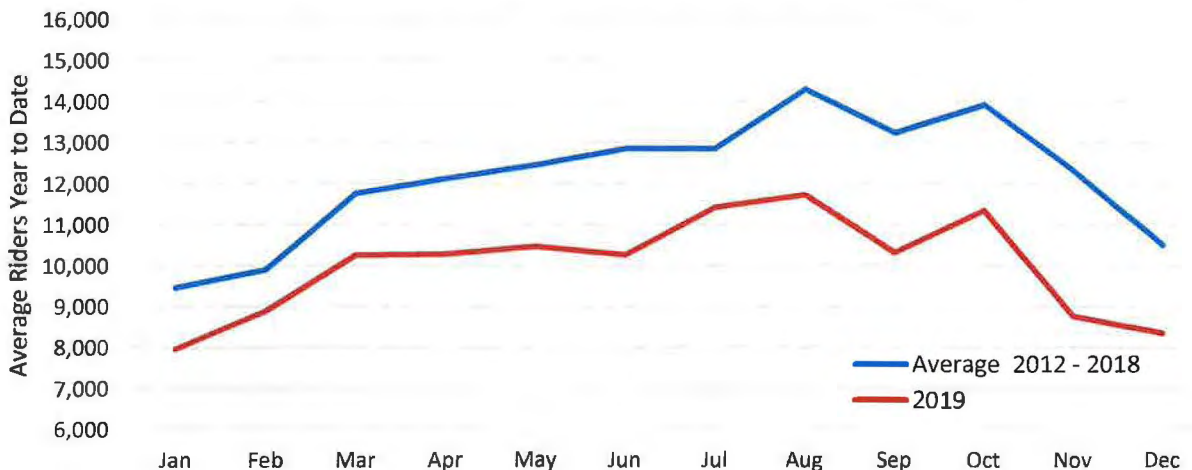


Pace Route 554: Annual Ridership - Long Term Trend



The year-to-date ridership by month on Route 554, based on historical average data, is shown in the figure below for 2012 through 2018 along with year to date use in 2019. Overall, the 2019 monthly pattern generally follows the average experience over the prior years, although at noticeably lower levels. Individual monthly ridership varies based on the numbers of weekdays and Saturdays in given months, weather conditions, and other factors.

Route 554: Monthly Year-to-Date Ridership Comparison

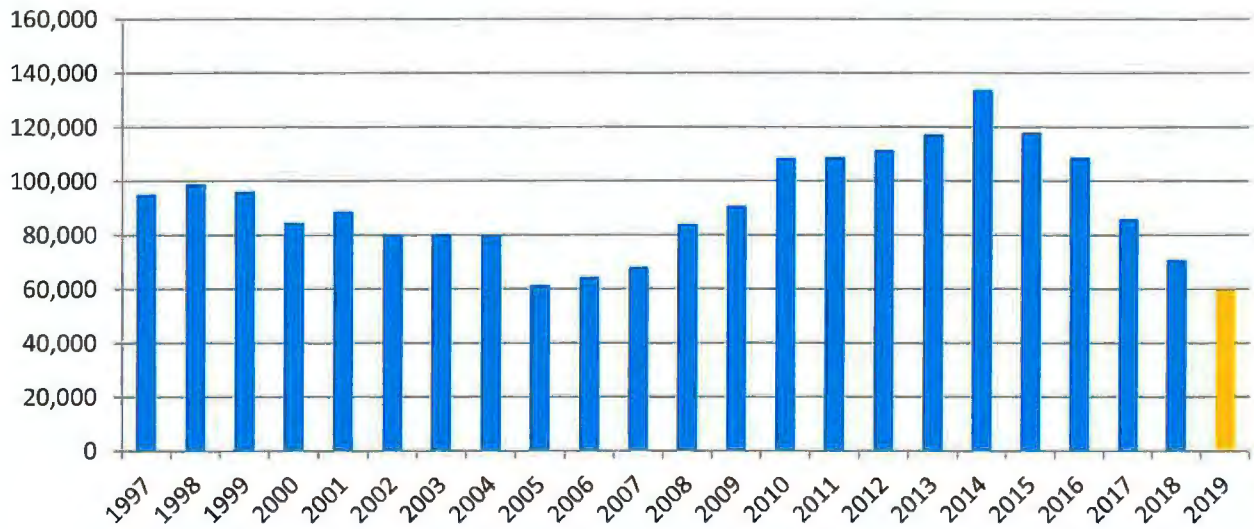


◆ **Pace Route 610 and Sears Centre Park-n-Ride Lot**

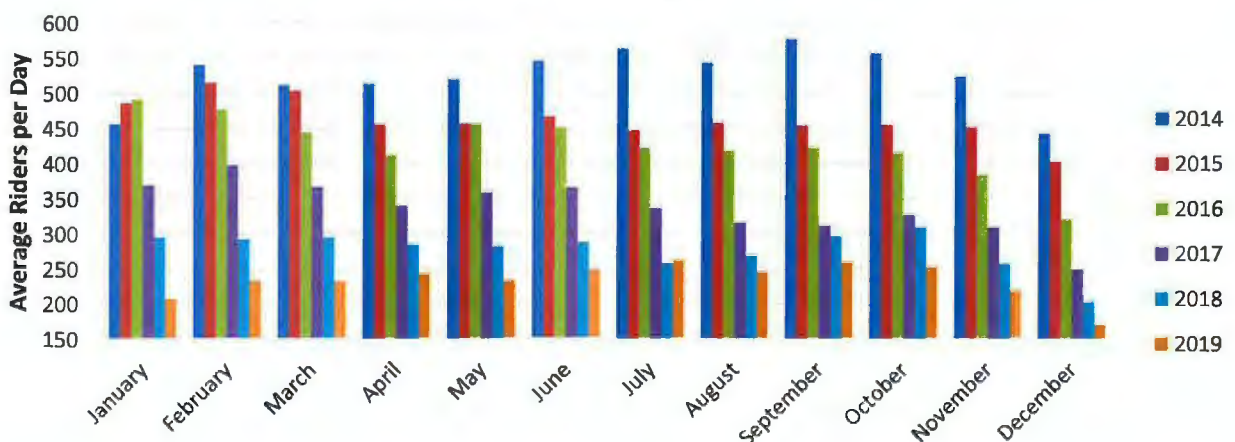
Route 610 links the Prairie Stone Business Park to the Rosemont CTA Blue Line station. The route is a weekday express service operating on I-90. The charts below provide a history of Route 610 ridership over a number of years. The pattern reflects significantly lower levels of use, a trend which has persisted over the last few years. Ridership in 2019 was roughly half of the averages from 2014 to 2018 on a month to month basis. Some trips on Route 610 were eliminated or combined in 2018 based on the low ridership experienced over the recent past; further modifications were made in early December 2019 based on the ridership level. Route 610 stops at the Barrington Road transit station so the lone trip to Siemens has been eliminated. There has been slight month-to-month growth in ridership during 2019 which may be due in part to the route servicing the Barrington Road station.

The number of Park-n-Ride vehicles in the Sears Centre lot is typically around 10 to 15 per day. Pace plans to continue this Park-n-Ride while the performance of the I-90 services is evaluated. Spot checks are randomly done of vehicles in the Park-n-Ride lot to determine the number of parkers.

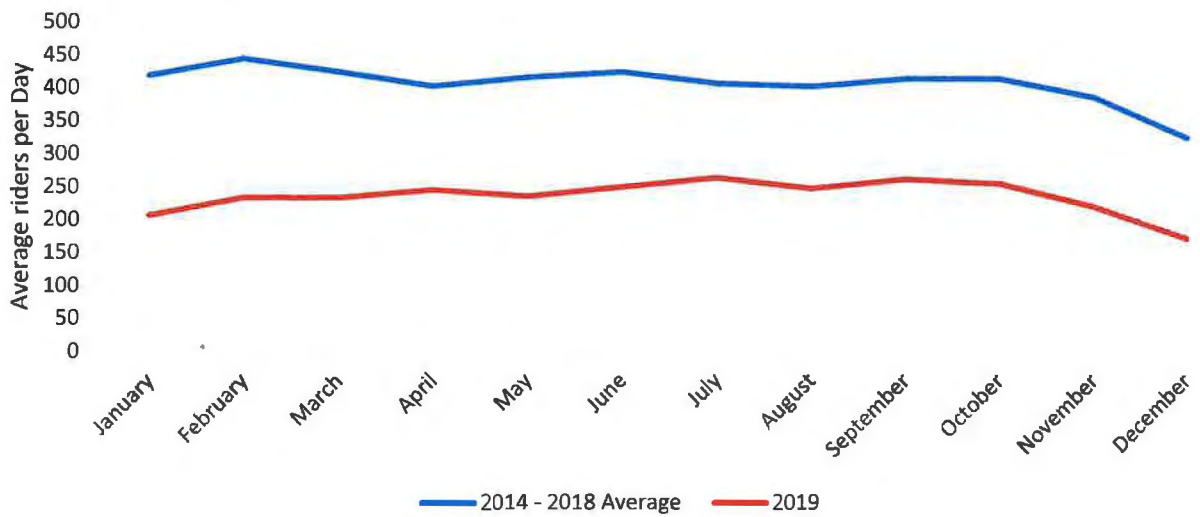
Pace Route 610: Annual Ridership - Long Term Trend



Pace Route 610: Average Daily Ridership



Route 610: Monthly Year-to-Date Ridership Comparisons



◆ **Pace Route 603, 605, 607 – I-90 Express Service**

On August 13, 2018, the Pace routes noted below began servicing the Barrington Road transit station on I-90; Route 610 stops at the station too. Descriptions of each route are:

- Route 603: Elgin to Rosemont CTA Blue Line – weekdays and Saturday
- Route 605: Randall Road Park-n-Ride to Rosemont CTA Blue Line – weekdays and Saturday
- Route 607: Randall Road Park-n-Ride to Northwest Transportation Center – weekdays and Saturday

Express buses on I-90 stopping at Barrington Road link to either the Rosemont CTA Blue Line station or the Schaumburg Northwest Transportation Center to the east and the Elgin Transportation Center and Randall Road Park-n-Ride to the west. Express service operates from about 5:30 a.m. to around 10:00 p.m. on weekdays and 7:00 a.m. to 7:00 p.m. on Saturdays. Service frequency is about every 10 to 15 minutes during weekday peak periods and 30 minutes off-peak. Data for the three newest I-90 routes are shown in the tables below. Since opening of the Barrington Road station, weekday ridership is substantially higher particularly on Routes 603 and 605 compared to the same month in prior years. Service at the Barrington Road / I-90 station began in August 2018 – the entries in the table highlighted in yellow show the months since service started at Barrington Road to allow for comparisons.

Month	Route 603 – Average Weekday					Route 603 – Average Saturday			
	2016	2017	2018	2019		2016	2017	2018	2019
January	-	60	144	234		-	27	76	93
February	-	78	159	269		-	26	81	91
March	-	72	183	275		-	38	96	109
April	-	96	200	296		-	46	85	115
May	-	107	207	305		-	44	93	113
June	-	120	206	306		-	60	102	114
July	-	134	211	312		-	78	103	112
August	-	151	229	330		-	72	115	130

Month	Route 603 – Average Weekday				Route 603 – Average Saturday			
	2016	2017	2018	2019	2016	2017	2018	2019
September	-	145	282	339	-	82	114	108
October	-	151	298	329	-	82	102	106
November	-	150	276	317	0	62	105	103
December	25	141	249	289	19	76	104	108

Month	Route 605 – Average Weekday				Route 605 – Average Saturday			
	2016	2017	2018	2019	2016	2017	2018	2019
January	-	68	236	287	-	12	33	45
February	-	88	243	330	-	15	36	49
March	-	105	256	324	-	18	41	64
April	-	115	269	349	-	28	55	68
May	-	142	276	337	-	30	58	63
June	-	154	272	338	-	37	62	60
July	-	193	303	330	-	24	66	63
August	-	202	329	353	-	34	69	69
September	-	233	363	376	-	36	73	75
October	-	242	357	370	-	38	64	67
November	-	235	310	335	0	42	51	56
December	22	206	286	296	9	38	61	50

Month	Route 607 – Average Weekday				Route 607 – Average Saturday			
	2016	2017	2018	2019	2016	2017	2018	2019
January	-	23	28	55	-	10	12	13
February	-	34	28	66	-	14	14	21
March	-	34	33	55	-	14	15	22
April	-	49	38	79	-	12	15	17
May	-	41	37	67	-	14	15	20
June	-	32	42	74	-	14	27	23
July	-	44	45	72	-	19	22	23
August	-	53	41	64	-	30	16	28
September	-	35	36	74	-	17	18	22
October	-	28	51	53	-	6	34	27
November	-	30	52	62	0	8	16	23
December	16	35	55	61	6	11	25	26

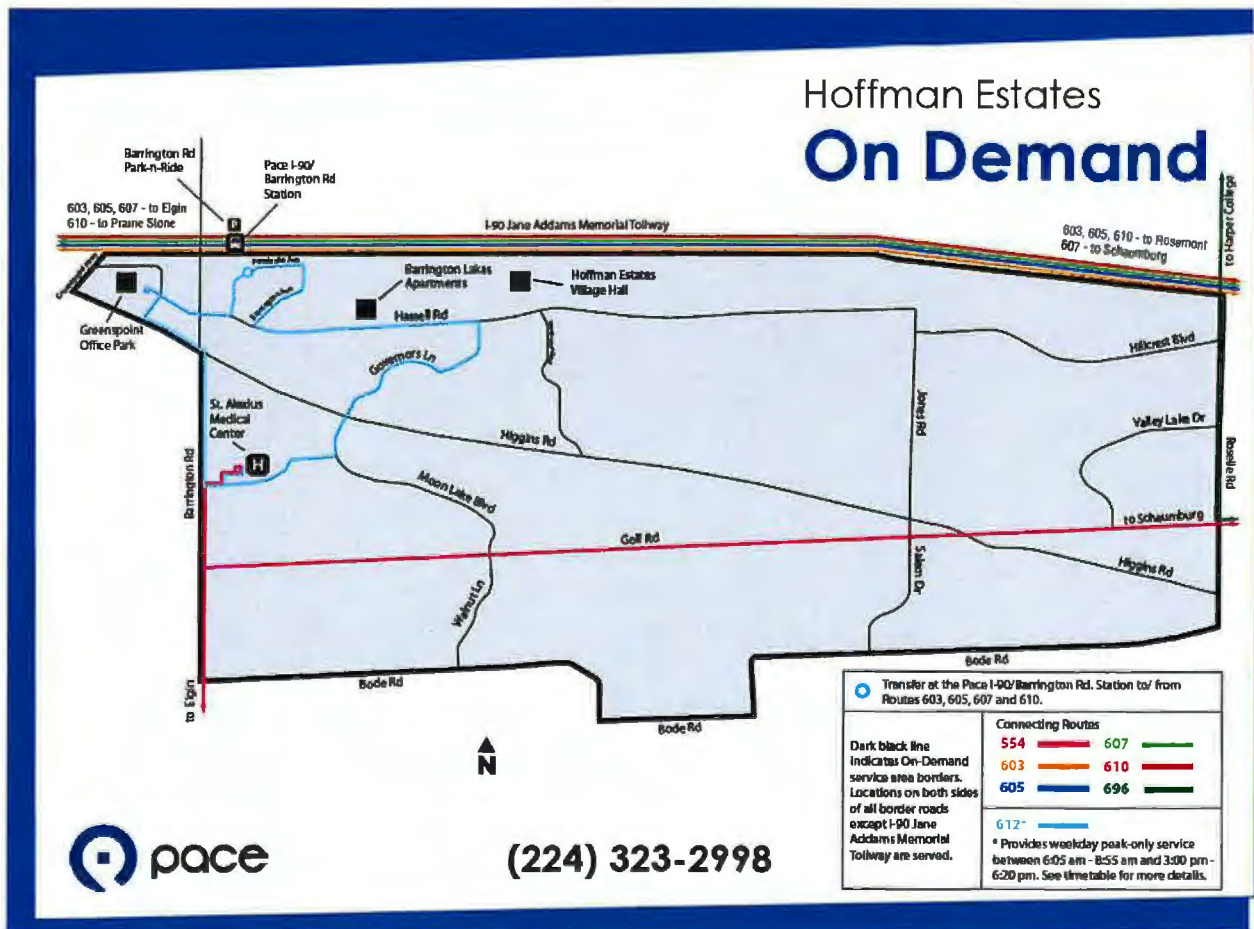
◆ **Pace Route 612 and Hoffman Estates On-Demand – Changes Coming**

Pace Route 612 is a weekday circulator which operates from 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. The route connects residential and business areas along a fixed loop route south of the Tollway to the Kiss-n-Ride on Pembroke Avenue for access to the Barrington Road station and the I-90 express routes. Due to low ridership and to redirect funds for expanded On-Demand hours, Pace will eliminate Route 612 effective in March 2020. The On-Demand hours will be expanded to run from 6:00 a.m. to 6:30 p.m. on weekdays rather than operating just between 9:00 a.m. and 3:00 p.m. The On-Demand service area includes what was covered by Route 612 and will have hours expanded

to mirror those of Route 612 in early morning and late afternoon / early evening. Riders on Route 612 could switch to the On-Demand option.

Hoffman Estates On-Demand is a reservation based curb-to-curb service operating south of the Tollway. The area covered is bound by I-90, Roselle Road, Bode Road, and Barrington Road / Greenspoint. On-Demand currently operates from 9:00 a.m. to 3:00 p.m. on weekdays. The vehicle is lift-equipped and On-Demand is open to the general public. Timed stops are currently included at the Kiss-n-Ride once per hour to provide predictable connections to the Barrington Road station for transfers to / from the I-90 express routes. The operating hours will expand as noted with the elimination of Route 612. Standard Pace fares apply with reduced rates for those who qualify through the RTA program. Participants in the Village Taxi Discount Program were sent information about the On-Demand and I-90 services.

As part of the public hearing input on Route 612 and On-Demand changes, staff requested Pace to expand the service area of On-Demand to include all Village neighborhoods south of the Tollway. A secondary request was to investigate adding Saturday service to the On-Demand operation. However, Pace is not expanding the service area or adding Saturday service at this time. Options to accomplish these changes are being explored. Ways to expand the service will be explored for further discussions with Pace staff on operations, costs, scheduling, etc.



Data from Pace for December 2019 found on average about 11 trips per day made via On-Demand and an average of 11 trips per day on Route 612. Outreach noted below is intended to spread information about the On-Demand option. Pace advertised the changes to Route 612 and On-Demand

plus the Village Transit Improvement Task Force was advised of this proposal at its meeting in October 2019. The changes to On Demand and Route 612 are scheduled to be implemented in early March 2020. An article is scheduled for the March *Citizen*.

Outreach

An article explaining the changes to On Demand and elimination of Route 612 was in the March *Citizen* newsletter. The November 2019 *Citizen* had information about the On-Demand services, links to the I-90 express routes, and the Taxi Program. Previous articles on transit were in the February and June 2019 *Citizen* covering the On-Demand operation and the I-90 routes and the RTA Trip Planner tool as well as the mapping available via the Village web portal for public transportation options. The November 2018 *Citizen* included an article highlighting the On-Demand service availability. New rounds of meetings and presentations to apartments, hotels, and others are being planned. Pace staff is available to meet with businesses near the Barrington Road station. Finally, information is available on the Village website which links to the Pace page for detailed schedules and assistance with trip planning, plus notices were aired on the cable channel. The Village facilitated a meeting between Pace staff and Bell Works to begin discussions of linking the development area to the transit station.

◆ **Transit Improvement Task Force**

The group met in late October 2019. Topics discussed included performance to date on various Pace services in and near the Village. Pace's construction status for the Park-n-Ride and Kiss-n-Ride was presented. Electrical work, guardrail, lighting, and restoration remain to be completed. Pace staff's proposed changes to the Route 612 and On-Demand were reviewed. Pace and Village staff will continue monitoring levels of use for the I-90 and supporting services. Continued implementation of the RTA sponsored transit plan will be a focus of the group discussion.

◆ **Park-n-Ride / Kiss-n-Ride Plans and Operations**

The Park-n-Ride located on the north side of I-90 opened with the startup of I-90 service to the Barrington Road station in August 2018. The parking lot provides 170 free spaces plus bicycle parking.

Staff has conducted periodic counts of the number of vehicles and bicycles in the Park-n-Ride lot since service began in mid-August 2018. The most recent observations found a general average of about 65 to 70 parked vehicles typically during midweek. Mondays and Fridays have lower a number of parkers with higher and more consistent levels of use on Tuesday through Thursday. Some transit riders are parking on Pembroke Avenue near the Kiss-n-Ride; on-street parking can be easily accommodated due to the street width. Drop-offs and pick-ups have been observed on Pembroke too; these will be better served when the Kiss-n-Ride is fully open. Since lighting in the Kiss-n-Ride is not operating, Pace decided to close the entrance off Pembroke Avenue. Paces cites coordination issues between the Tollway and Pace contractors as the reason for the ongoing delay in completing the lighting. The temporary shelters on Pembroke Avenue continue to be used for pickup and drop-offs at the Kiss-n-Ride. Walking trips to and from the Pace facilities have also been observed showing users are taking advantage of the sidewalk and paths constructed in the area.

The average number of parked vehicles for Park-n-Ride and Kiss-n-Ride combined is shown in the graph below, followed by a graph of average parked vehicles separated by Park-n-Ride and Kiss-n-Ride. Staff was also coordinating with Pace for construction of a pedestrian crossing on Central Road at the Park-n-Ride entrance to link to the Claire's property. Pace submitted a plan to Cook County permits for review and approval. However due to the delay in Pace receiving comments and the scope of the changes requested by the County, Pace has chosen to not pursue the pedestrian crossing.

Options to accomplish this are being explored which will require approvals and cooperation of the County.

Park-n-Ride and Kiss-n-Ride: Total Parked by Month



Park-n-Ride and Kiss-n-Ride: Total Parked by Month



Pace’s contractor still has not completed all Kiss-n-Ride work. Lighting, electrical, landscaping, and finishing work remain to be done. Pace installed temporary bus pads and shelters on Pembroke Avenue in 2018 at the Kiss-n-Ride location which will remain in service until the permanent Kiss-n-Ride opens. With the Village’s 2020 street project, new sidewalk will be installed on the north side of Pembroke Avenue from the Kiss-n-Ride east to Stonington Avenue and curb ramping will be provided where the path connects to the street. Pace must remove its temporary concrete pads and shelters before the Village sidewalk work and ramping can occur. The Village work had been planned for 2019 but was deferred as Pace was not able to remove its shelters due to the status of lighting in the pick-up / drop-off area.



Pace Kiss-n-Ride– Looking southeast towards Pembroke Avenue

Discussions were held with Pace regarding the limits of maintenance responsibilities for the Park-n-Ride and Kiss-n-Ride. The Village's obligations are generally the asphalt path areas leading to the transit facilities and the path lighting on south side leading to the Kiss-n-Ride. The agreement with the Tollway and IDOT for the interchange assigns maintenance for the sidewalks, paths, lighting, and railings on Barrington Road to the Village. Public Works plans for this work and will coordinate with Pace as needed.

COORDINATION

◆ Canadian National – Army Corps of Engineers Permit Application

The permit is still under review by the Army Corps of Engineers. Agency staff indicated this may be complete in the next month, though their timeline is not specific. The Village Board approved a resolution last year opposing the CN proposal in its current form. Copies of this action were sent to the Army Corps of Engineers, CN, legislative staff, and the contact for a local resident group. A more detailed letter with questions and comments on the Railroad's response to the Army Corps of Engineers from the end of August was sent the Army Corps. The questions were mainly related to the individual points in the Village's resolution language. As information is sent and received, it is posted on the Village website.

CN's permit application to the Army Corps is to extend the siding track south of Shoe Factory Road to create a second mainline track. Village staff reviewed CN's plans and posted information on the railroad's proposal to the Village website. The Village submitted technical comments to the Army Corps as did many others. Residents were encouraged to review the railroad's proposal, submit their comments to the Army Corps, and contact their elected federal officials. Plans obtained from CN were made available for viewing at Village Hall. More information can be found at www.hoffmanestates.org/cn. Staff also attended a meeting held at Hanover Township offices at which CN representatives heard comments from the public.

A notice about a Federal Railroad Administration project to document delays due to crossings being blocked was posted on the website. The Village sent notices to residents who have been receiving other CN related news items. The Shoe Factory Road crossing at the CN tracks is the only at-grade location in the Village, however the public can report delays at any crossing.

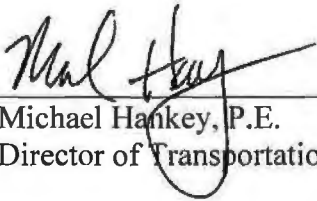
◆ O'Hare Noise Compatibility Commission (ONCC)

On November 3, 2019, the interim Fly Quiet runway rotation plan for nighttime operations went into effect. The rotation will continue until May 2020 and then again from September 2020 to January

2021. The weekly rotation schedule and other information related to fly quiet can be found at <https://www.oharenoise.org/noise-management/interim-fly-quiet>. The rotation schedule will be impacted by airfield construction projects, which will result in reverting to the original Fly Quiet program during those periods. The latest information and the runway rotation schedule can be found on the O'Hare Noise Compatibility Commission (ONCC) website www.oharenoise.org. The ONCC website should continue to be used for noise complaints.

OTHER ACTIVITIES

- ◆ Traffic data, site plans, and inspections are ongoing for a variety of projects which are in the project development and review stage.
- ◆ Various smaller site modifications and permits for parking lot sealcoating, striping, patching are underway.
- ◆ Traffic data collection and analysis is ongoing to build the database.



Michael Hankey, P.E.

Director of Transportation and Engineering Division