

This meeting is being held via telephonic attendance.

AGENDA
TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE
Village of Hoffman Estates
September 14, 2020

Immediately Following General Administration and Personnel

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 – August 3, 2020**

NEW BUSINESS

- 1. Request approval of an Intergovernmental Agreement to recertify a Quiet Zone at the Canadian National rail crossing on Shoe Factory Road.
- 2. Review of request for removal of designated handicapped parking space on Danbury Place.

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**

August 3, 2020

I. Roll Call

Members in Attendance:

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

**Management Team Members
in Attendance:**

**Art Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Pat Fortunato, Fire Chief
Peter Gugliotta, Dir. Dev Services
Mike Hankey, Dir. Trans and Engineering
Patrick Seger, Dir. HRM
Patti Cross, Asst. Corporation Counsel
Rachel Musiala, Finance Director
Bev Romanoff, Village Clerk
Suzanne Ostrovsky, Asst. to the Village Mgr.
Mark Koplun, Consultant/Arena
Michael Czopek, Dir. of Partnerships/Arena**

The Transportation & Road Improvement Committee meeting was called to order at 7:00 p.m.

II. Approval of Minutes – July 6, 2020

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Transportation & Road Improvement Committee meeting minutes from July 6, 2020. 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 Stanton, to adjourn the meeting at 7:01 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Jennifer Djordjevic / Director of Operations
and Outreach, Office of the Mayor & Board

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request approval of an Intergovernmental Agreement to recertify a Quiet Zone at the Canadian National rail crossing on Shoe Factory Road

MEETING DATE: September 14, 2020

COMMITTEE: Transportation & Road Improvement

FROM: Joseph Weesner / Michael Hankey

PURPOSE: Approval of an Intergovernmental Agreement (IGA) to recertify a Quiet Zone at the Canadian National (CN) rail crossing on Shoe Factory Road.

BACKGROUND: In 1994, Congress passed a law to require the sounding of train horns on the approaches to public highway grade crossings. The train horn rule became effective in 2005, which requires sounding of train horns for 15 to 20 seconds in advance of a public highway grade crossing. The rule also allows the Federal Railroad Administration (FRA) to provide exemptions to this requirement for communities under certain circumstances. These exemptions are designations known as Quiet Zones. Train horns may still be used at times in quiet zones, such as in emergency situations, but in general, the quiet zone is intended to provide some relief from the noise associated with sounding the train horn. Gates and flashers are required as a minimum level of warning systems at crossings. Grade crossings being considered as quiet zones are evaluated for relative safety through an analysis of risk with and without train horns. In many cases additional measures to reduce risk are required at the crossing if trains are exempted from sounding horns. These treatments include curbed median barriers on the approach to the crossing, channelizing devices, four quadrant gates, and temporary or permanent closures.

When the current Quiet Zone at the EJ&E crossing on Shoe Factory Road was established in 2008, the Village of Vernon Hills served as the lead administrating agency for a number of communities along the rail line to complete this effort. A memorandum of understanding to participate in the joint project was approved by the Village Board in September 2005. The agreement established a cooperative approach among communities desiring to create quiet zones on their portions of the EJ&E rail line. The Village also approved an agreement in March 2006 to participate financially in a consultant study for the quiet zone.

BACKGROUND: (Continued)

An engineering study was prepared in 2006 by a consultant in accordance with the FRA requirements for establishing a quiet zone. The tasks included gathering needed data, an inventory of existing conditions, calculation of the FRA risk level, identifying potential treatments to reduce the risk level, determining the combinations of crossings that could be grouped to form quiet zones, recommending a set of improvements to support the petition for a quiet zone, and filing appropriate documents related to this effort. To create the Quiet Zone at Shoe Factory Road, a curbed median barrier was installed on each side of the grade crossing as a safety measure. The median barrier extends about 100 feet on each side of the grade crossing and is intended to reduce the likelihood of motorists driving around a queue of vehicles to bypass the crossing gates when they are down. The FRA formally approved the quiet zones along the EJ&E in 2008.

DISCUSSION:

Earlier this year, the FRA notified Vernon Hills that the original locations established in 2008 need to be recertified as Quiet Zones. Vernon Hills contacted the Village in spring 2020 to seek continued support for the designation. Since creation of the Quiet Zone, several changes have occurred at the Shoe Factory Road crossing: CN acquired the EJ&E, a second siding track was constructed through the grade crossing, and the number of trains per day has increased. Since roadway traffic volumes, train volumes, crossing layout, and other features at a grade crossing can change over time, FRA requires that designated locations be reassessed. Similar to the initial creation of the Quiet Zone, Vernon Hills will again be the lead agency for all communities desiring to continue the designation. Patrick Engineering has been retained by Vernon Hills on behalf of all the participating agencies to perform the technical analyses needed to maintain the Quiet Zone. The consultant will collect needed data and follow all federal procedures necessary to complete the Quiet Zone analysis including the risk index for comparison with reference values. The findings of the study will be presented to FRA for review and concurrence. If additional measures beyond what currently exists are needed, the study report will identify these by individual crossing location for each community. Costs of these physical measures will be the responsibility of each individual community or agency. Any such changes applicable to Shoe Factory Road will be presented to the Committee and Village Board. At this time, no additional modifications are expected to be required however the technical analysis must be performed to confirm this.

Vernon Hills executed a contract with Patrick Engineering as the lead agency and the Vernon Hills Village Board approved the IGA in early September. An agreement showing commitment to support the efforts to recertify the Quiet Zone and for payment of the Village share has been prepared. The document was reviewed and approved by Corporation Counsel and is attached including the scope of the engineering services.

FINANCIAL IMPACT:

The total cost estimated cost of the engineering study is \$47,300 plus expenses. Each participating agency will contribute an equal share towards the cost of the engineering study. Thirteen agencies are participating in the cost of the study; twelve through this IGA and Lake County through a MOU with Vernon Hills. Hoffman Estates' share is \$3,638. To allow for unexpected expenses a not-to-exceed limit of \$4,500 for the Village share is recommended. Costs of any physical changes that could be recommended by the study to the crossing to maintain the Quiet Zone designation are not included in this amount and, if needed, would be addressed through a separate request to the

Committee and Village Board. If approved to proceed, the Western Area Corridor fund could be used for the Village share.

RECOMMENDATION:

Request approval of an Intergovernmental Agreement to recertify a Quiet Zone at the Canadian National rail crossing on Shoe Factory Road.

Attachment

AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF HOFFMAN ESTATES, THE VILLAGE OF BARRINGTON HILLS, THE VILLAGE OF BARRINGTON, THE VILLAGE OF DEER PARK, THE VILLAGE OF LAKE ZURICH, THE VILLAGE OF HAWTHORN WOODS, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF METTAWA, THE VILLAGE OF GREEN OAKS, AND THE CITY OF NORTH CHICAGO, FOR THE EQUALLY SHARED COSTS FOR INITIAL WORK TOWARDS THE CREATION OF A QUIET CORRIDOR ALONG THE ELGIN, JOLIET, AND EASTERN RAILROAD

THIS AGREEMENT entered into this _____, day of _____

2020, by and among the VILLAGE OF BARTLETT, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as BARTLETT, the VILLAGE OF HOFFMAN ESTATES, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as HOFFMAN ESTATES, the VILLAGE OF BARRINGTON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON HILLS, the VILLAGE OF BARRINGTON, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON, the VILLAGE OF DEER PARK, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as DEER PARK, the VILLAGE OF LAKE ZURICH, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LAKE ZURICH, the VILLAGE OF HAWTHORN WOODS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as HAWTHORN WOODS, the VILLAGE OF MUNDELEIN, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF METTAWA, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as METTAWA, the VILLAGE OF GREEN OAKS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as GREEN OAKS, the CITY OF NORTH CHICAGO, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as NORTH CHICAGO. The BARTLETT, HOFFMAN ESTATES, BARRINGTON HILLS, BARRINGTON, DEER PARK, LAKE ZURICH, HAWTHORN WOODS, MUNDELEIN, VERNON HILLS, METTAWA, GREEN OAKS, and NORTH CHICAGO are sometimes hereinafter referred to individually as a "PARTY" and

collectively as the "PARTIES". The ELGIN, JOLIET & EASTERN RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, hereinafter referred to as the ACT, directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE, mandating the sounding of train horns at all public highway-rail crossings; and,

WHEREAS, said FINAL RULE includes provisions for the creation of quiet corridors through the use of supplementary and alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and,

WHEREAS, the ACT does not authorize any federal funds to implement said quiet corridors included in the FINAL RULE; and,

WHEREAS, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

WHEREAS, the implementation of said FINAL RULE and the continuing frequency at which train horns are heard has a negative impact on the quality of life of the residents of the PARTIES; and,

WHEREAS, the PARTIES have determined it is desirable to pursue a cooperative quiet corridor as a more cost effective and acceptable alternative to the mandatory sounding of the train horns and/or the installation of supplemental and/or alternative safety measures included in the FINAL RULE; and,

WHEREAS, the PARTIES hereto have agreed to participate equally in paying for the **recertification** of the quiet corridor.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. VERNON HILLS agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering, hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of

the other PARTIES hereto in an amount distributed equally among all participating PARTIES for said STUDY.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled, "Proposal for Engineering Services, Three Quiet Zone Corridors- Recertification Assistance" and dated March 27, 2020 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$47,300.00 plus expenses. Expenses shall be submitted for review and approved by VERNON HILLS. Said expenses shall be split equally amongst the above PARTIES.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the participating PARTIES shall not exceed \$47,300.00, plus any additional expenses as explained above.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse VERNON HILLS an amount not to exceed \$47,300.00 divided equally among the participating PARTIES, plus any additional approved expenses as explained above.
6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between VERNON HILLS and the CONTRACTOR, the PARTIES shall each pay to VERNON HILLS within thirty (30) days of the receipt of an invoice from VERNON HILLS, in a lump sum, an amount equal to seventy-five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payments to VERNON HILLS, upon execution of the contract between VERNON HILLS and the CONTRACTOR and receipt of an invoice from VERNON HILLS, from each of the other PARTIES shall be in an amount not to exceed seventy-five percent (75%) of \$47,300.00 divided equally among the participating PARTIES.

The PARTIES further agree that each shall pay to VERNON HILLS the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payment to VERNON HILLS shall be in a lump sum, within thirty (30) days of the receipt of an invoice from VERNON HILLS, upon completion of the STUDY. The final payments to VERNON HILLS upon completion of the STUDY and receipt of an invoice from VERNON HILLS shall be in an amount not to exceed to exceed twenty-five percent (25%) of \$47,300.00 divided equally among the participating PARTIES, plus any additional approved expenses, from each of the other PARTIES hereto.

7. The PARTIES agree that other communities may be added to this AGREEMENT in accordance with the cost and expense sharing formula provided herein provided that a duly authorized Amendment is executed by the Parties.
8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in VERNON HILLS executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.

14. It is mutually agreed by and among the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Except as may be specifically stated otherwise in this AGREEMENT, no PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.
17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that the contract between VERNON HILLS and the CONTRACTOR for the STUDY is not awarded by October 15, 2020.

VILLAGE OF VERNON HILLS

By: _____

Village President

Date: _____

ATTEST:

Village Clerk

Date: _____

VILLAGE OF HOFFMAN ESTATES

By: _____
Village President

Date: _____

ATTEST:

Village Clerk

Date: _____



March 27, 2020

Mr. David Brown
Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061

Reference: Proposal for Engineering Services
Three Quiet Zone Corridors - Recertification Assistance
Cook and Lake Counties, Illinois

Patrick Proposal Number: 2COTR0024

Dear Mr. Brown:

Patrick Engineering Inc. (Patrick) is pleased to present this proposal to the Village of Vernon Hills (Village) to provide engineering services relating to the recertification of the three (3) current quiet zones administrated by Vernon Hills in Cook and Lake Counties along the Wisconsin Central Limited Railway (WCL) Leighton Subdivision in Illinois.

Patrick understands that the Village has been recently contacted by the Federal Railroad Administration (FRA) regarding the status of the three quiet zones the Village administrates and there has been a letter of non-compliance issued. While the Village is the administrator of the quiet zones, the Village will need to work with the Partner Agencies (Elgin, Hoffman Estates, Barrington, Barrington Hills, Lake Zurich, Hawthorn Woods, Mundelein, Libertyville, Mettawa, Lake Bluff, and North Chicago) to recertify these quiet zones. The FRA has given the Village a response letter due date of May 1, 2020 to address the issues of non-compliance. Patrick understands that additional investigation and analysis is required to recertify the current quiet zones, identify issues of non-compliance and provide recommendations to meet the requirements in Title 49 Code of Federal Regulations (CFR) Part 222.

Patrick proposes the following scope of services, budget and schedule to meet the requirements of Title 49 CFR 222 and recertify/reestablish the current three quiet zones.

Scope of Services

The following tasks will be performed by Patrick as part of the scope of services:

Task 1: Kick-off Meeting

Patrick will meet with the Village via teleconference to Kick-off the Project.

Task 2: Inventory of Railroad Crossings in Quiet Zones

1. Within the limits of the three existing quiet zones, there are forty-two (42) crossings along the three corridors. This task shall be to inventory, describe, and map the locations of these crossings. The description of each crossing shall include, but is not limited to, the street name, USDOT crossing ID number, the type of rail service in operation (passenger, freight), physical configuration, current frequency of trains, current warning system and devices in use (gates, flashing lights, bells, constant warning time circuitry, etc.), a photo log, identification of any planned improvements to the at-grade crossing, and the agency or agencies responsible for the maintenance and operation of the roadway and/or the crossing. The data collected as part of this task shall be compared against existing information contained in the FRA Grade Crossing database and any discrepancies shall be identified and reconciled with the operating railroad.

See Attachment A for the listing of corridors and crossings included in the project.

2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the 42 public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to create a crossing matrix. This matrix will be used to document the existing conditions and note where past improvements were made to qualify the quiet zones. This matrix will be helpful to identify any improvements made since the last affirmation and note potential locations for median installations in the future.
4. The Partner Agencies will provide updated traffic count data to Patrick within 10 days of issued request, and Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted as part of the recertification package.

Task 3: Analysis of Existing Conditions

1. Patrick shall assess each public grade crossing to determine if each grade crossing continues to meet the requirements of a quiet zone. As part of this task, Patrick shall determine the existing Risk Index (RI), as calculated by the FRA requirements, which includes the use of locomotive horns, and establish the baseline Quiet Zone Risk Index (QZRI), which does not include the use of locomotive horns.
2. As part of this analysis Patrick shall review accident history (as provided by the Village and FRA accident database), confirm as-built data, perform observations of driver behavior, verify line of sight (no sight distance calculations will be performed), assess alignment and profile, and identify signing and other visual impacts of the intersection, within 200 feet of each at-grade crossing to determine the greater improvement. Additionally, factors may include bus routes, non-motorized routes, adjacent land-use, etc.

Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis

1. Patrick will identify the safety improvements that qualify for SSM/ASM status along each corridor. Patrick will identify any work to be performed to the existing infrastructure to bring the improvements back into compliance, i.e. short medians, medians under 6" or experiencing wear, batons missing and needing to be replaced, etc.
2. Patrick will complete up to three scenarios for reducing risk per quiet zone corridor in order to determine the preferred scenario for FRA recertification.
3. Patrick will summarize findings in a one to two-page memorandum and a matrix and review the findings with the Village and Partner Agencies via teleconference.

Task 5: FRA Recertification Packages for Qualifying Quiet Zones

1. Once the preferred Corridor alternative has been approved by the Village, Patrick will develop and submit a draft recertification package for each quiet zone corridor for review. This package includes a cover letter; affirmation that the corridor continues to conform the requirements of Appendix A of Title 49 CFR 222; up-to-date, and accurate and complete Grade Crossing Inventory forms for the 42 crossings in the corridors.
2. With approval from the Village, Patrick will submit the recertification packages to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.

Task 6: FRA Documentation for Any Required Improvements

1. Patrick will develop one Alternative Supplemental Safety Measure Application (if needed) for submittal to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These applications will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.
2. If the quiet zone corridor needs improvements to be made for the quiet zone to be brought into compliance, Patrick will develop one Amended Notice of Establishment per quiet zone corridor for submittal to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.

Project and Quality Management

1. Patrick will manage the schedule, deliverables and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

Assumptions

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as additional services or under separate contract:

1. Partner Agencies will provide updated traffic count data such as AADT, Percentage Commercial Vehicles, Average Number of School Bus Crossings per Day, Re-distribution of Traffic, etc. (if needed) in the corridor and applicable Police Accident Reports (Calendar Year: 2015 -2020).
2. Partner Agencies will provide access to enter upon public and private lands as required for Patrick to perform work.
3. The Village will provide payment of all permits, flagging, and review fees required by agencies and railroads having jurisdiction over this project data.
4. Diagnostic meetings are not required as part of the recertification process.
5. Public involvement, council presentations and public hearings are not included.
6. Topographic survey is not required as part of the recertification process. Roadway and median design are not included. If during the implementation phase it is determined that engineering design/contract plans are required by Patrick, this work shall be considered a change in scope of services, and additional or supplemental fees can be negotiated at that time.

Schedule

Upon Notice to Proceed, Patrick will begin the project work. Patrick understands that time is of the essence and that the FRA requires a letter by May 1, 2020 stating the Village's plan to bring each quiet zone back into compliance. Patrick anticipates completing Tasks 1-4 within four weeks from the Notice to Proceed, depending on the schedules of the participating Partner Agencies. It is imperative that the Partner Agencies provide the required traffic data promptly to avoid any delays.

Tasks 5 and 6: To Be Determined based upon coordination with the Village and FRA.

Budget

We propose to complete Tasks 1-6 on a lump sum fee as follows:

Task Description	Cost Per Task
Task 1: Kick-off Meeting	\$4,720
Task 2: Inventory of Railroad Crossings in Quiet Zones	\$15,780
Task 3: Analysis of Existing Conditions	\$3,840
Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis	\$5,400
Task 5: FRA Recertification Packages for Qualifying Quiet Zones	\$5,660
Task 6: FRA Documentation for Any Required Improvements	\$7,940
Project Management and QAQC	\$3,960
Total	\$47,300

Additional scope not identified in this proposal but requested by the Village on behalf of the Partner Agencies, will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

This proposal may only be modified in writing. If the proposal satisfactory meets the Village and Partner Agencies' requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. This proposal will be open for acceptance within 30 days from the date of this letter, unless changed by Patrick Engineering Inc. in writing.

We appreciate this opportunity to assist the Village and the other Partner Agencies. Please feel free to call me at (630) 795-7200 if you have any questions or need any additional information.

Sincerely,

PATRICK ENGINEERING INC.



Karie E. Koehneke, P.E.
Project Manager

Attachments:

Attachment A – Three Quiet Zone Corridor List Provided by Client
Client Project Agreement
2020 Fee Schedule

ACCEPTANCE

The contents of this proposal dated March 23, 2020, to perform Engineering Services for the Village of Vernon Hills, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

By: _____

Title: _____

Date: _____

David Brown

From: Blumenberg, Tina (FRA) <tina.blumenberg@dot.gov>
Sent: Monday, February 24, 2020 4:50 PM
To: David Brown
Subject: FW: Send data from MFP07428136 02/20/2020 14:44
Attachments: DOC022020-02202020144416.pdf; Barrington, IL Calculation 17 Xings - Copy.pdf; Barrington, IL Calculation 17 Xings.pdf; Barrington, IL NOE Hough St.pdf; LAKE ZURICH, IL NOE.PDF; Vernon Hills Calculation Notification from NOE.PDF; Vernon Hills Calculation2.pdf; Vernon Hills, NOE2.pdf

Hi David,

Below are the 3 quiet zones we have in our database and the Lat/Long locations. The city and states posted next to each crossing are the cities for the Lat/Long locations, but I also included the location that's listed on our inventory just in case. Our inventory can say "in" or "near" that city, so if you want to go with the most accurate, go with the city that's listed for the Lat/Long locations. You can put those Lat/Long locations in Google maps and it will give you the exact addresses to these crossings. Attached are the NOE's and/or Quiet Zone Risk Calculations that we have on file. Please keep in mind that the EJ&E Railroad is now under WC, which is under CN Railroad. The information below shows what it says in the paperwork you provided (from pdf file DOC022020-02202020144416) vs. what the Actual information I found in the other attached pdf files in our records.

1. **THR-000559 - BARRINGTON (PAPERWORK: BARRINGTON TO BARTLETT) (ACTUAL: BARTLETT TO BARRINGTON) EJ&E/WC/CN (WESTERN SUB/LEIGHTON SUB) PAPERWORK MP 36.95 TO 49.30 (VS. ACTUAL MP: 30.92 - 49.79) (PAPERWORK DATED 2/15/08) 8/17 XINGS (8 ACTIVE) - QZ START DATE: 2/15/2008**
2. **THR-000577 - LAKE ZURICH (PAPERWORK: BARRINGTON TO LAKE ZURICH) (ACTUAL: BARRINGTON TO LAKE ZURICH) EJ&E/WC/CN (LEIGHTON SUB) PAPERWORK MP - 50.10 TO 53.44 (VS. ACTUAL MP: 50.10 - 53.44) (PAPERWORK DATED 4/4/08) 5/6 XINGS (5 ACTIVE) - QZ START DATE: 4/4/2008**
3. **THR-000432 - VERNON HILLS (PAPERWORK: NORTH CHICAGO TO BARRINGTON) (ACTUAL: LAKE ZURICH TO VERNON HILLS TO NORTH CHICAGO) EJ&E/WC/CN (WAUKEGAN SUB) PAPERWORK MP - 50.10 TO 69.75 (VS. ACTUAL MP: 54.73 - 69.75) (PAPERWORK DATED 12/4/07) 18 XINGS - QZ START DATE: 1/2/2008**

THR-000559 BARRINGTON: ACTUAL MP: 30.92 - 49.79 BARTLETT TO BARRINGTON

- DOT# 260523V, Private, MP 30.92, NO LAT/LONG (Unable to find location) *CLOSED*
- DOT# 260528E, No Name, MP 35.21, NO LAT/LONG (Unable to find location) (Inventory: Elgin) *CLOSED*
- DOT# 260532U, West Bartlett Road, MP 36.95, LAT/LONG: 41.994114 -88.23678, Bartlett, IL 60103 (Inventory: Elgin)
- DOT# 260530F, Spaulding Road, MP 37.60, LAT/LONG: 42.003041 -88.235181, Bartlett, IL 60103 (Inventory: Elgin)
- DOT# 260531M, Private Road, MP 38, LAT/LONG: 42.0089690 -88.2339890, Bartlett, Chicago North, Elgin, IL 60120 (Inventory: Elgin) *CLOSED*
- DOT# 260529L, Lake Street, MP 38.57, LAT/LONG: 42.017338 -88.232071, Elgin, IL 60120 (Inventory: Elgin) *GRADE SEPARATED*
- DOT# 260527X, Irving Parks Blvd, MP 39.48, LAT/LONG: 42.030157 -88.228528, Elgin, IL 60120 (Inventory: Elgin) *GRADE SEPARATED*
- DOT# 260526R, Golf Road, MP 40.72, LAT/LONG: 42.044991 -88.215267, Elgin, IL 60120 (Inventory: Elgin) *GRADE SEPARATED*

- DOT# 260525J, Shoe Factory Road, MP 41.90, LAT/LONG: 42.060800 -88.205740, Hoffman Estates, IL 60192 (Inventory: Hoffman Estates)
- DOT# 260524C, Northwest Tollway, MP 42.33, LAT/LONG: 42.066619 -88.203809, Hoffman Estates, IL 60192 (Inventory: Elgin) *GRADE SEPARATED*
- DOT# 260522N, Higgins Road/ILL 72, MP 43.09, LAT/LONG: 42.0776920 -88.2009490, Hoffman Estates, IL 60192 (Inventory: Barrington) *GRADE SEPARATED*
- DOT# 260521G, Sutton Road, MP 43.97, LAT/LONG: 42.089160 -88.194720, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260520A, Penny Road, MP 44.47, LAT/LONG: 42.09594 -88.19048, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260519F, Klehm Nursery, MP 44.86, LAT/LONG: 42.1004890 -88.1876290, South Barrington, IL 60010 (Inventory: Barrington) *CLOSED*
- DOT# 260518Y, Algonquin Rd/ILL64, MP 45.84, LAT/LONG: 42.1142160 -88.1790320, Barrington, IL 60010 (Inventory: Barrington) *GRADE SEPARATED*
- DOT# 260517S, Otis Road, MP 47.90, LAT/LONG: 42.139225 -88.15861, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260516K, Main Street, MP 49.79, LAT/LONG: 42.15422 -88.14342, Barrington, IL 60010 (Inventory: Barrington)

THR-000577 LAKE ZURICH: ACTUAL MP: 50.10 - 53.44 BARRINGTON TO LAKE ZURICH

- DOT# 260514W, Northwest Hwy, MP 50.10, LAT/LONG: 42.161660 -88.130830, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260513P, Lake Zurich Road, MP 50.42, LAT/LONG: 42.164036 -88.12612, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260511B, Cuba Road, MP 51.56, LAT/LONG: 42.175877 -88.11075, Deer Park, IL 60010 (Inventory: Lake Zurich)
- DOT# 260510U, Ela Road, MP 52.33, LAT/LONG: 42.185135 -88.101685, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260509A, Rand Road IL 12, MP 52.52, LAT/LONG: 42.186856 -88.099865, Lake Zurich, IL 60047 (Inventory: Lake Zurich) *GRADE SEPARATED*
- DOT# 260508T, Old Rand Road, MP 53.27, LAT/LONG: 42.195423 -88.090645, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260507L, Main Street, MP 53.44, LAT/LONG: 42.197487 -88.088425, Lake Zurich, IL 60047 (Inventory: Lake Zurich)

THR-000432 VERNON HILLS: ACTUAL MP: 54.73 - 69.75 LAKE ZURICH TO VERNON HILLS TO NORTH CHICAGO

- DOT# 260794B, Oakwood Drive, MP 54.73, LAT/LONG: 42.211102 -88.071466, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260503J, Old McHenry Road, MP 55.45, LAT/LONG: 42.219136 -88.063005, Hawthorn Woods, IL 60047 (Inventory: Hawthorn Woods)
- DOT# 260500N, Gilmer Road, MP 56.89, LAT/LONG: 42.234720 -88.045830, Mundelein, IL 60060 (Inventory: Hawthorn Woods)
- DOT# 260496B, IL 60 & 83, MP 59.02, LAT/LONG: 42.242530 -88.006154, Mundelein, IL 60060 (Inventory: Mundelein)
- DOT# 260495U, Diamond Lake Road, MP 59.13, LAT/LONG: 42.242806 -88.004097, Mundelein, IL 60060 (Inventory: Libertyville)
- DOT# 260493F, Butterfield Road, MP 60.42, LAT/LONG: 42.246452 -87.97948, Vernon Hills, IL 60061 (Inventory: Vernon Hills)
- DOT# 260906X, Lakeview Pky, MP 61.70, LAT/LONG: 42.25349 -87.95735, Vernon Hills, IL 60061 (Inventory: Libertyville)

- DOT# 260490K, Milwaukee Avenue, MP 62.20, LAT/LONG: 42.253977 -87.947087, Libertyville, IL 60048 (Inventory: Libertyville)
- DOT# 260489R, St. Marys Road, MP 63.33, LAT/LONG: 42.255703 -87.925064, Libertyville, IL 60048 (Inventory: Mettawa, IL)
- DOT# 260488J, Old School Road E, MP 63.87, LAT/LONG: 42.26196 -87.919525, Libertyville, IL 60048 (Inventory: Mettawa, IL)
- DOT# 260486V, Bradley Road, MP 65.16, LAT/LONG: 42.275303 -87.90535, Lake Forest, IL 60045 (Inventory: Libertyville)
- DOT# 260485N, Arcadia Road, MP 65.62, LAT/LONG: 42.279297 -87.89547, Lake Bluff, IL 60044 (Inventory: Libertyville)
- DOT# 260484G, Park Ave/IL 176, MP 65.75, LAT/LONG: 42.28002 -87.893715, Lake Bluff, IL 60044 (Inventory: Lake Bluff)
- DOT# 260483A, Waukegan Road/ILL 43, MP 66.42, LAT/LONG: 66.42, 42.284695 -87.882126, Lake Bluff, IL 60044 (Inventory: Lake Bluff)
- DOT# 260478D, Buckley Road/ILL 137, MP 69, LAT/LONG: 42.308621 -87.851590, Great Lakes, IL 60088 (Inventory: North Chicago)
- DOT# 260477W, US Navy PVT, MP 69.29, LAT/LONG: 42.312791 -87.851562, North Chicago, IL 60064 (Inventory: North Chicago)
- DOT# 260475H, Morrow Road, MP 69.58 - LAT/LONG: 42.317333 -87.85149, North Chicago, IL 60064 (Inventory: North Chicago)
- DOT# 260473U, Martin L. King Drive, MP 69.75 - LAT/LONG: 42.31939 -87.85062, North Chicago, IL 60064 (Inventory: North Chicago)

I hope this helps.

Thanks,

Tina Blumenberg
 Crossing & Trespassing Regional Manager
 Federal Railroad Administration
 Region IV - Chicago
 312.353.6203 ext 115

-----Original Message-----

From: David Brown [mailto:daveb@vhills.org]
 Sent: Thursday, February 20, 2020 1:59 PM
 To: Blumenberg, Tina (FRA) <tina.blumenberg@dot.gov>
 Subject: FW: Send data from MFP07428136 02/20/2020 14:44

Tina-

Thank you for our conversation. These are the 3 QZs that I located in our files. If you could verify that they are consistent with your records.

We are committed to prepare a plan and share this with the FRA. Any help with the content needed in the letter is appreciated.

Thanks again, Dave

-----Original Message-----

From: VHPW Scan <pwscanner@vhills.org>
 Sent: Thursday, February 20, 2020 2:44 PM

To: David Brown <daveb@vhills.org>

Subject: Send data from MFP07428136 02/20/2020 14:44

Scanned from MFP07428136

Date: 02/20/2020 14:44

Pages: 6

Resolution: 200x200 DPI



CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between Patrick Engineering Inc. (PATRICK) and **Village of Vernon Hills**, 490 Greenleaf Drive, Vernon Hills, IL 60061 (CLIENT) consists of these terms, the proposal (including attachments thereto) identified as 2C0TR0024 and dated March 27, 2020. This Agreement is effective this _____ day of _____, 2020.

ARTICLE I: SCOPE OF SERVICES

The Scope of Services to be performed by PATRICK is set forth in the foregoing proposal ("Services"). CLIENT may request, orally or in writing, changes to the Services. In the event PATRICK agrees, in writing, to such changes in the Services, the changes are binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Services performed at CLIENT's request. PATRICK shall not, however, be liable for failure to perform or execute any changes in Services unless such changes are agreed to in writing by PATRICK. Any services performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Services with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances.

If, during the one (1) year period following completion or termination of the Services, it is shown that these standards have not been met, and CLIENT has promptly notified PATRICK in writing of such failure, PATRICK shall perform, at its cost, such corrective services as may be necessary within the scope of the Services to remedy such deficiency. THIS REMEDIAL OBLIGATION SHALL CONSTITUTE PATRICK'S SOLE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO PATRICK'S SERVICES AND THE ACTIVITIES INVOLVED IN THEIR PERFORMANCE, IRRESPECTIVE OF PATRICK'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT. PATRICK MAKES NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED AND THE WARRANTIES PROVIDED IN THIS ARTICLE III SHALL BE EXCLUSIVE OF ANY OTHER WARRANTIES INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR PURPOSE OR MERCHANTABILITY, AND OTHER STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THIS CLAUSE ARE EXPRESSLY WAIVED.

ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim, law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PATRICK may use and publish CLIENT's name and a general description of the Services in describing PATRICK's experience to other clients or potential clients.

ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Services are to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may occur. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (e.g., without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Services are to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT and others (including the location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and

indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure in this regard.

ARTICLE V: BILLING, PAYMENTS AND COLLECTION

Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PATRICK's schedule of Standard Charges in effect at the time the Services are performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen days of receipt of the invoice, give the reasons for the objection, and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice that is thirty days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days notice if payment as to any undisputed invoice is sixty days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty days, including reasonable attorney's fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. PATRICK shall name CLIENT as additional insured under the Commercial General Liability and Commercial Automobile Liability policies. A copy of PATRICK'S current insurance coverages and limits is available upon CLIENT's request.

When Services provided by PATRICK result in work to be performed by others under contract to CLIENT, CLIENT shall include in the contract with the party(ies) performing the work the requirement that PATRICK shall be named as Additional Insured on the party(ies) Commercial General Liability Policy and Automobile Liability Policy on a primary and noncontributory basis on Form CG2037 and CG2010.

THE PARTIES HAVE ASSESSED THE RELATIVE RISKS AND BENEFITS WHICH WILL ACCRUE TO EACH IN THE PERFORMANCE OF THE SERVICES AND HAVE AGREED THAT PATRICK'S TOTAL AGGREGATE LIABILITY TO CLIENT (OR ANYONE CLAIMING BY OR THROUGH CLIENT) FOR ANY INJURY TO PERSON OR PROPERTY, CLAIMS, DAMAGES, EXPENSES, COSTS OR LOSSES OF ANY KIND, FROM ANY CAUSE WHATSOEVER REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID TO PATRICK UNDER THIS AGREEMENT OR \$25,000, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT OR TORT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSSES FROM INTERRUPTION OF BUSINESS.

ARTICLE VII: INDEMNIFICATION

- (A) To the fullest extent permitted by law, PATRICK shall indemnify and hold CLIENT and its employees, harmless from and against all third party demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") to the extent caused by the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, subconsultants and subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents, subconsultants and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property or (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors. The indemnity obligations stated herein shall survive the termination of this Agreement.

It is further intended by the parties to this Agreement that PATRICK's services in connection with the Services shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with the Services. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the PATRICK, an Illinois corporation, and not against any of the its individual employees, officers or directors.

ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided to PATRICK prior to the start of the Services. PATRICK will be responsible only for the on-site activities of its employees. If the Services include site visits, for example, to observe construction activities for general compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS

Documents prepared by PATRICK are instruments of its Services and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

ARTICLE XI: DELAYS

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Services to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

ARTICLE XII: SUCCESSOR, ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.



ARTICLE XIII: TERMINATION

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination, including reassignment of staff.

ARTICLE XIV: SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XV: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties to this Agreement agree that any litigation under or regarding this Agreement will be brought only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

ARTICLE XVI: ENTIRE AGREEMENT

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PATRICK proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK by CLIENT shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or any Addendum attached hereto. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

VILLAGE OF VERNON HILLS, ILLINOIS

PATRICK ENGINEERING INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Ref:



2020 Fee Schedule

PERSONNEL CATEGORY	CHARGES
Staff Engineer 1 / Technical Specialist 1.....	\$100.00/hr.
Staff Engineer 2 / Technical Specialist 2.....	115.00/hr.
Staff Engineer 3 / Technical Specialist 3 / Staff Geologist.....	125.00/hr.
Project Engineer 1 / Technical Specialist 4 / Project Geologist.....	135.00/hr.
Project Engineer 2 / Technical Specialist 5.....	145.00/hr.
Project Engineer 3 / Technical Specialist 6 / Senior Geologist.....	160.00/hr.
Project Engineer 4 / Technical Specialist 7.....	175.00/hr.
Senior Engineer / Senior Technical Consultant.....	195.00/hr.
Staff Surveyor 1.....	75.00/hr.
Staff Surveyor 2.....	95.00/hr.
Project Surveyor 1.....	115.00/hr.
Project Surveyor 2.....	135.00/hr.
Survey Manager.....	150.00/hr.
Survey Director.....	180.00/hr.
Project Manager.....	165.00/hr.
Senior Project Manager.....	195.00/hr.
Senior Project Director.....	215.00/hr.
Principal / Engineering Director.....	230.00/hr.

GEOSPATIAL SOFTWARE DEVELOPMENT PROFESSIONALS & PROJECT CONTROLS SPECIALISTS PROVIDED UNDER SEPARATE FEE ARRANGEMENT

TECHNICAL SUPPORT & SERVICES

CAD 1 / Technician 1.....	\$65.00/hr.
CAD 2 / Technician 2.....	75.00/hr.
CAD 3.....	85.00/hr.
CAD Designer / Technician 3.....	90.00/hr.
CAD Supervisor.....	100.00/hr.
Clerk.....	50.00/hr.
Secretary.....	60.00/hr.
Administrative Assistant.....	70.00/hr.

TRANSPORTATION COSTS

Charge for Use of Vehicle.....	\$Current IRS Rate per mile With \$65.00 per day minimum charge
Transportation and Subsistence.....	at cost + 10%
Special Transportation, Per Diem, or Living Expenses Established on a Per Project Basis	

REPRODUCTION COSTS

In-house charges for normal / customary material use.....	1% of Total Project Fee
Outside Services (copies, reproducibles, sepias, etc.).....	at cost + 10%


MISCELLANEOUS COSTS

Filing Fees, Photography, Materials, Analytical	
Laboratory Fees, Equipment Rentals, etc.	at cost + 10%
Outside Consultant Services	at cost + 10%
Nuclear Density Meter	\$75.00/day
Underground Pipeline and Utility Locator.....	\$75.00/day
Global Positioning System (GPS) Survey Grade	\$200.00/day
Robotic Total Station (1-man survey crew).....	\$30.00/hour
High Definition Scanner	\$1,100.00/day
Outside Contractor Services.....	at cost + 15%
Special Equipment Negotiated on a Per Project Basis	

Notes:

1. *Additional fees may apply for project-specific insurance or bonding.*
2. *A project-specific surcharge may be added to all work performed on waste sites, for environmental assessment of property, for special HSE requirements, and for all work performed in Level C PPE or more stringent PPE.*
3. *These unit charges are valid through December 31, 2020.*

Legend

 Railroad Quiet Zone #2

N



0 0.13 0.25 Miles



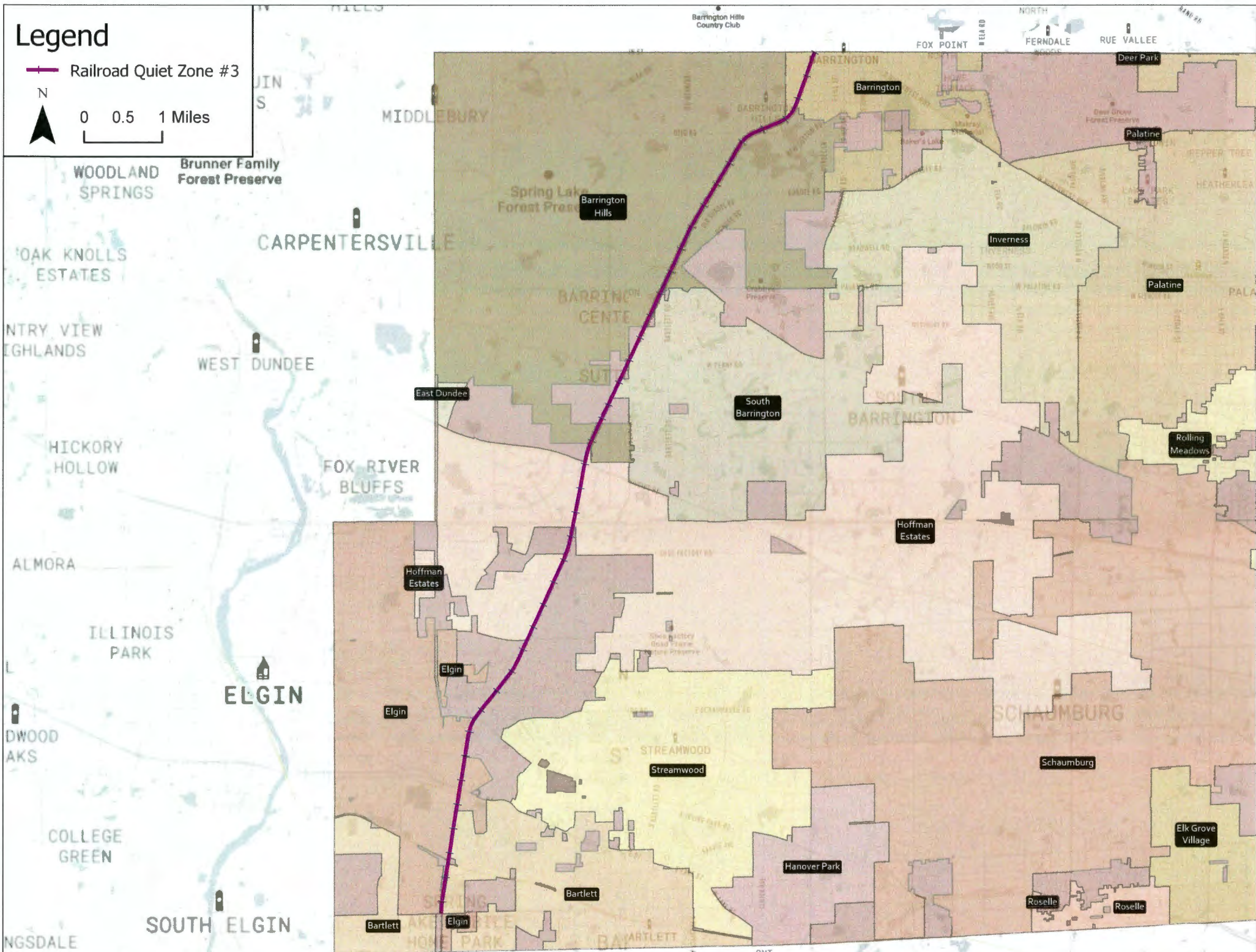
Legend

— Railroad Quiet Zone #3

N



0 0.5 1 Miles



**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Review of request for removal of designated handicapped parking space on Danbury Place

MEETING DATE: September 14, 2020

COMMITTEE: Transportation and Road Improvement

FROM: Joseph Weesner / Michael Hankey

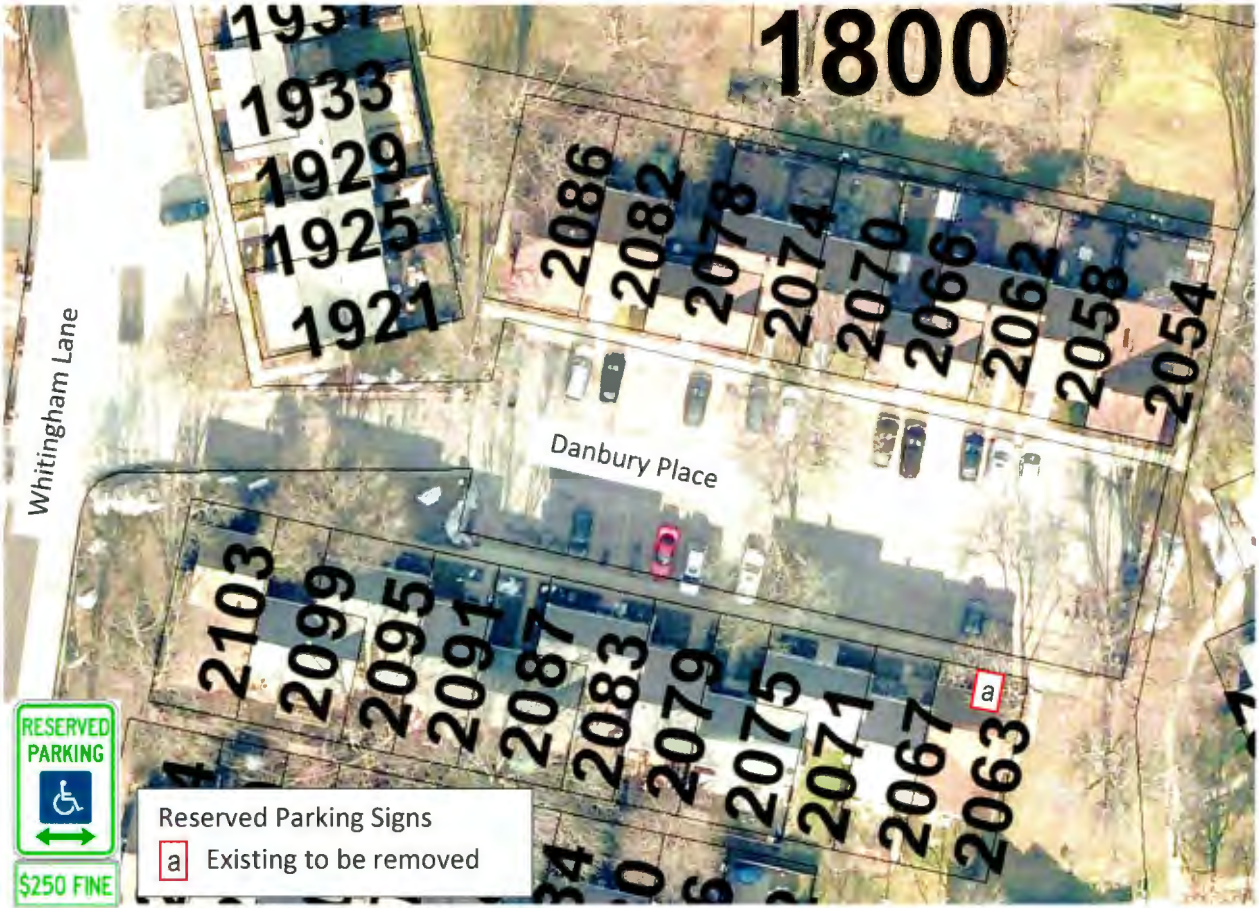
PURPOSE: To request a revision to the Municipal Code to reflect the removal of an on-street handicapped accessible parking space on Danbury Place in Barrington Square.

DISCUSSION: In 2010, a resident of 2063 Danbury Place had requested an on-street handicapped space in front of her home. The resident had a handicapped placard issued by the State of Illinois. The designation of the requested space was approved in October 2010.

The resident that had requested the handicapped parking space no longer resides at 2063 Danbury Place. The handicapped parking sign at the space had been removed at some time in the past, apparently in conjunction with sidewalk replacement, and had not been reinstalled.

The topic of on-street handicapped parking has been requested and reviewed previously by the Village Board in Barrington Square and other locations. Eleven on-street handicapped parking spaces have been approved and installed to date: one on Somersworth Place in 2019, two on Sutherland Place and one on Whitingham Lane in 2018, one on Islandview Court in 2015, one on Georgetown Lane in 2014, one on Sutherland Place in 2012, one on Danbury Place in 2010 (the subject of this item), one on Somersworth Place in 2008 (removed in 2013), one on Nottingham Lane east of Rosedale in 2007, and one on Kensington Lane in 2005 just north of Governors Lane (removed in 2014). These requests are handled on a case-by-case basis. It was determined that future requests should continue to be handled on a case-by-case basis.

RECOMMENDATION: Amend the Hoffman Estates Municipal Code to remove HE-11-1302-A.279, which had reserved a handicapped parking space at 2063 Danbury Place.



1800

Whittingham Lane

Danbury Place



Reserved Parking Signs
a Existing to be removed

TRANSPORTATION AND ENGINEERING DIVISION DEPARTMENT OF DEVELOPMENT SERVICES

SEPTEMBER 2020 MONTHLY REPORT

ROAD PROJECTS

◆ **Barrington Road Interchange**

Status – The Tollway contractor has started the punch list work. Repairs are taking place on various sections of path and sidewalk as well as replacement of damaged truncated dome panels. A street light on the west side of Barrington Road between Higgins and Hassell Roads will be relocated outside of the path. Approval for this work will be coordinated by the Village through IDOT permits and done by the Tollway contractor. The punchlist was developed last fall by the Village Public Works and Transportation / Engineering staff in cooperation with the Tollway, its project manager, and contractor. The other items to be addressed include path and sidewalk slopes, bridge railings, construction joints, and other similar items. The path lights in the southeast quadrant of the interchange and those in the pedestrian underpass of the south ramp are now working. Reconciliation of all costs related to the interchange will require detailed reviews, which will occur once there is agreement on accepting all the improvements under Village maintenance in the interchange area as identified in the intergovernmental agreement. Completion of Village punch list items is a requirement for finalizing all costs.

◆ **Shoe Factory Road - Cook County**

Scope - 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 Rohrsen 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 barrier 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 along with dual right turn lanes at Shoe Factory Road. Landscaped medians and roadway lighting are included in the scope, 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; and the Beverly Road path ties into the *Invest in Cook* path project currently in Phase I engineering.

Status – The County Board approved the amendment to the Intergovernmental Agreement. A coordination call with Civiltech and County staff was held in early September to restart the process of finishing the design work. Changes necessary to complete final plans and satisfy various regulatory requirements such as MWRD, were agreed to by County and Village staff. Coordination with utility companies is underway and may require significant design efforts for relocation of facilities, in particular ComEd. At present, the costs of utility impacts and relocations are based on estimates / information from a number of years ago and will be modified as talks with the companies' progress. The Shoe Factory / Beverly project schedule is dependent on completing the items included in the engineering contract supplements along with time needed for various agency reviews. Right-of-way still must be finalized and property rights acquired which could very likely extend into all of 2021. Several County procedures such as contract review, approvals, and procurement, have long lead times which have been built into the estimated schedule. Coordination with adjacent property owners and Hanover Township will be needed as right-of-way and easement requirements are refined; some initial discussions have occurred. The timing of construction will depend upon the length of the right-of-way process, funding availability, programming of funds, and the County's approval of final plans. The original Letter of Understanding for the project from 2006 is being reviewed and updated. This

will lead to a formal intergovernmental agreement for construction, inspection, cost sharing, and maintenance responsibilities.

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

Scope – 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. The path location on the west side of the road is in South Barrington. 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. Background information on the project is on the State’s website at www.idot.illinois.gov/projects/barrington-rd-at-IL-62.

Status - The State selected a consultant for Phase II engineering and work will begin once the design contract is finalized. The project is listed in the State’s multi-year plan for Phase II engineering work and land acquisition in 2020 and 2021. A letter of intent with the State for the Village cost share of Opticom and signal improvements related to this project was approved in 2018. The Northwest Municipal Conference multimodal plan lists this section of Barrington Road as a priority corridor and it is one of the corridor options for new bikeway in CMAP’s Crabtree to Fox River planning study.

◆ **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 program. Details on these projects will be shared and updated 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	Overlay / ADA	underway
IL 72	CN railroad bridge	Bridge deck overlay	underway
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

Status – Construction is winding down on the Higgins Road projects. Concrete panel replacement and curb work is complete with some asphalt resurfacing remaining to be completed. Periodic lane closures and delays will be encountered until work is complete. The Village website reflects the status of the IDOT work.

Another project which is 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 from Higgins Road only on green arrows several years ago. The upcoming project study phase will

be evaluating the intersection in more detail including potentially right turn lanes on Higgins Road and pedestrian / bicycle changes. Comments were provided to IDOT on bicycle and pedestrian accommodations to improve access at the intersection and to the Park District property. Some of the Village requests for modifications are being included while other items may require additional discussion with the Park District and IDOT. Consultants for the State are currently working on the preliminary design plans.

◆ **Rebuild Illinois Funds – State Capital Legislation**

Scope – Several storm sewer projects were included in the legislation along with reconstruction of Flagstaff Lane between Washington Boulevard and Grand Canyon Street. These were included following various requests submitted by the Village in 2019. The table below lists the current projects:

Legislative Description	Project	Type of Work	Funding
General	Almond / Audubon	Culverts	\$250,000
General	Arizona	Storm Sewer	\$300,000
Hermitage Lane	Hermitage	Storm Sewer	\$300,000
Flagstaff Lane	Washington to Grand Canyon	Reconstruction	\$300,000
General	Infrastructure TBD	Likely reconstruction	\$200,000

Status - These funds are administered through the Department of Commerce and Economic Opportunity (DCEO). Village staff contacted DCEO and legislative staff to request that these projects be prioritized for funding but there has been no action by the State to date to advance them. The most recent information from a recent House bill included additional funds for general infrastructure in the Village. DCEO rules stipulate a project must first be prioritized by the sponsors, approved by the Governor's office, and then bonds sold in order for the funds to be awarded to the community. Efforts continue to obtain approvals so that new bid packages can be assembled once notification to proceed is received. The Almond / Audubon culvert project is still awaiting IDOT permits and construction cannot begin until approval is received. Flagstaff Lane reconstruction was designed and included as part of the 2020 Village street project scope; however, as no information has been received on the availability of these funds, reconstruction of Flagstaff Lane was deferred until 2021.

◆ **Local Rebuild Illinois Bond Funds**

The State announced that additional funds from *Rebuild Illinois* bond sales will be distributed to municipalities based on the MFT formula. The expectation is there will be two distributions per year over the next three years. The first distribution of \$570,000 was received in May 2020 and the second occurred in early August. The timing of future distributions will depend upon the bond schedule used by the State. These funds are to be used for significant road work such as reconstruction. Proposed projects must be identified within one year of receiving the funds and must be used by 2025. The State requires a resolution for expending funds similar to what is used for MFT work and the project must meet bondability requirements; generally a service life of sufficient length to justify infrastructure spending which is easily satisfied when reconstruction is the proposed scope. Staff contacted IDOT about using the funds received in May 2020 to reconstruct a street which was part of the 2020 project bid but was deferred due to funding shortfalls. Unfortunately these funds cannot be spent on projects which were already bid. The plan is to use these funds to pay for reconstruction work as part of the 2021 annual street project.

GRANT PROJECTS

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

Scope - The scope includes Phase I engineering for a bike facility on Beverly Road along with resurfacing between Prairie Stone Parkway and Beacon Pointe Drive. 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 modifications on the west side.

Status - Civiltech is completing preliminary engineering work. 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 Traffic and Geometrics memo was reviewed by staff and will be sent to the Illinois Tollway. The County grant program provides \$60,000 of funding, with the local share estimated at approximately \$25,000. Phase I is expected to be complete by the end of 2020.

◆ **2020 Invest in Cook Grant Application – Beverly Road Bicycle Facility and Resurfacing – Phase II Engineering**

Scope – The work includes continuing into Phase II engineering for the Beverly Road bike and resurfacing project. The estimated cost is \$200,000 with the local share coming from the Western Corridor Fund if the project is selected for funding.

Status - An application for design engineering of the Beverly Road bicycle and resurfacing project was submitted in March 2020 in response to the County's annual call for this program. A project interview was held with the Mayor and Director of Transportation and Engineering to answer questions regarding the application. Commissioner Morrison and his staff were briefed on the scope as well. An additional follow-up call initiated by County staff was held in early June. The County advised since the Village is not considered to be a high need community for funding assistance, the cost sharing would need to be to a 50/50 split. Sufficient balance is available in the Western Corridor Fund for the local match. County staff will review all proposals before presenting a recommended list to the County Board, which was delayed from July and is now expected to occur in September. If selected, an agreement with the County will be required and a consultant would be retained to complete Phase II engineering. If approved, the goal is to perform Phase II engineering in 2021 and apply for construction grant funding as early as possible through federal or state programs.

◆ **Shoe Factory Road Path - Illinois Transportation Enhancement Program (ITEP) Grant – East West Segment**

Scope - The original project concept was to connect the Shoe Factory Road corridor and Prairie Stone Business Park with a path crossing underneath I-90 and Hoffman Boulevard (north-south section). Paving the path (east-west section) in the Forest Preserve between IL 59 and the railroad right of way was also proposed. The Park District and Forest Preserve are financial partners with the Village on the engineering and construction of the project. Agreements are in place for funding shares and responsibilities. The Village is the lead agency on this project.

Status - The path within the Forest Preserve from IL 59 to the Canadian National (CN) right-of-way has been paved. A ribbon cutting opening ceremony was held on August 1. TranSystems is serving as the field engineer on behalf of the Village. Coordination with the Forest Preserve and Park District staffs has occurred throughout construction. Once an invoice for construction is received from IDOT, the partner agencies will be invoiced for their remaining shares of the local project cost. Full

reimbursement will be received for the Phase III engineering services. IDOT concurred on increased amount of credit for the local partners given what was spent on engineering leading up to construction. Regarding the north-south section of the original scope, a summary of coordination with CN was provided to new railroad staff to see if agreement can be reached on the license agreement needed for the north-south segment of the path. If successful in eventually obtaining railroad approval, grant funds would be sought and new agreements with the Forest Preserve and Park District would be required.

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

Scope - 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. Sidewalk on the east side of Jones Road and bicycle designations on both Salem and Jones will be included. Completion of Phase II plans and documents will position these street sections to move forward to construction 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 2019.

Status - *STP* applications were submitted to NWMC for Jones Road and Salem Drive resurfacing in March 2020. At the May Technical Committee meeting of NWMC, both of these segments were shown on the proposed list for 2021 construction. The program was approved by the NWMC Board and is now awaiting concurrence from CMAP. Civiltech is finalizing plans to prepare for a State letting as early as possible next year. A RFQ for Phase III services was issued to select a consultant to perform construction engineering tasks next year. Proposals are currently under review and a recommendation is expected to be presented at the October 2020 committee meeting. Construction and Phase III engineering costs are eligible for 75% reimbursement through the *STP* grant. Local agency agreements will also need to be prepared to go along with final contract and specification documents later this year.

◆ ***2020 Access to Transit Call for Projects***

Scope - Staff submitted an application in early May 2020 for construction and construction engineering funding of the Central Road path project. The RTA manages the *Access to Transit* funding program which focuses among other things on projects to improve the first / last mile connections to transit facilities. The project goal for the Central Road bicycle path is to link the Pace I-90 / Barrington Road station to businesses along Central Road as well as to the Forest Preserve and Barrington Road paths. If selected for CMAQ / TAP funding, the RTA splits the 20% match with the local agency. Phase II engineering will need to be completed with local / developer funds in 2021 to position construction to occur in 2022 or as soon as federal funds are available if selected.

Status – RTA notified staff that the project is included in its set of proposals presented to the RTA Board. The next step is for RTA to submit its package of projects to CMAP early next year as the call for CMAQ / TAP programs opens. CMAP will then consider all submitted projects for funding. The Central Road path would likely fall under the Transportation Alternatives Program (TAP) category; this decision is made by CMAP based on how projects best fit program criteria. Project assessment and selection will occur during 2021 with funds being available as early as 2022. Phase I engineering, being done by the County's consultant for the Central Road work, must be completed by the end of February 2021 in order for the project to be considered by CMAP.

◆ **2021 Illinois Transportation Enhancement Program (ITEP)**

Scope – The 2021 ITEP cycle opened in late August with proposals due on November 2. Staff attended webinars to go over program and application requirements. ITEP can help fund a wide range of project types from streetscape, placemaking, bicycle, pedestrian, and other improvements. All phases of engineering are eligible which makes it one of the very few opportunities to seek grant assistance throughout the entire project. Possible projects in the CIP are construction of the Central Road bicycle path; engineering and construction of the Huntington Boulevard right-of-way path between Higgins and Golf Roads; construction of the Beverly Road bicycle path crossing the Tollway; engineering and construction of bicycle, pedestrian, and streetscape improvements and upgrades on Hassell Road; and potentially other connections to transit routes and facilities. A Village Board resolution is needed for the application so an agenda item will be presented to the Committee in October. Proposals for Village projects can be considered as part of the 2021 budget and capital program development depending on eligibility and staffing capacity to prepare the application and manage the work if selected.

BIKE / PEDESTRIAN PROJECTS

◆ **Northwest Municipal Conference Multimodal Plan**

Staff served on the committee which oversaw development of the multimodal plan which has been released. The emphasis spans transit, bicycle, and pedestrian needs in the context of a developed auto-oriented environment. Priority corridors were identified and defined in terms of completion percentages, remaining needs, points of connectivity and other measures. In and near the Village are three main priority corridors: Barrington Road, Higgins Road, and Shoe Factory Road (which is part of the Evanston to Elgin corridor). Having these listed in the plan gives the corridors an advantage when competing for funding and will help to focus future development plans on making these corridors more accessible for all users. Staff serves on the NWMC Bicycle and Pedestrian Committee.

◆ **Northwest Municipal Conference Bicycle and Pedestrian Committee**

The Village is a member of the bicycle and pedestrian committee of NWMC. The group reviews local and regional projects, plans for promotion of the multi-modal plan, discusses various grant opportunities, and receives updates on new or emerging concepts and trends in the Chicago region and beyond. Village staff along with a representative from Des Plaines made a presentation on local road diet projects to the Committee in August.

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

Currently no meetings are planned. Updates on the various bicycle projects in the Village and region are provided to the Committee as needed. These communications have been via email until such time as the group is allowed to meet again. Planning continues 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 – Huntington Boulevard to Pace Park-n-Ride – Phase I Engineering**

Scope - 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 this section was constructed at the time of the Trumpf project as required by a development agreement. A pedestrian crossing of Central Road near the curve at the Park-n-Ride

entrance is included in the scope. Cook County included design of this path with its preliminary engineering plans to reconstruct Central Road. The County's engineering consultant creating the design for road reconstruction and the bike path is developing plans which follow required steps to allow the project to compete for federal funds in the future. The project is in the Phase I preliminary engineering phase. The Village's cost of the Phase I design for the bicycle path is about \$65,000 and there is an agreement with the County for the engineering work.

Status – The County's consultant is preparing for a virtual public meeting to provide an opportunity for plan reviews. Maintenance of the path in the Forest Preserve was one issue which is now resolved. Cook County advises their intent is to complete Phase I this year. The County's design work was coordinated with the Bystronic development adjacent to the Somerset property which included extension of Eagle Way to Central Road. Eagle Way provides on-street bike lanes and sidewalk on the east side of the street. 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. Coordination with the Forest Preserve has occurred for the Central Road path engineering and an alignment for the path connection has been selected where the east end of the project links to the existing Paul Douglas trail. As noted, an *Access to Transit* grant application was submitted to the RTA for construction and construction engineering.

TRANSIT

◆ **Coronavirus (COVID-19) Effects**

Travel remains down significantly due to the stay-at-home restrictions, evidenced by reduced vehicle volumes as well as lower levels of public transportation use. Remote work was already a factor to some degree which affects work travel and transit ridership. During the pandemic, public transit agencies across the country have seen ridership fall sharply and as has been done elsewhere, Metra and Pace (for its work shuttle programs), have reduced the frequency of trips and suspended service on some routes. Pace recently noted that some ridership growth has occurred but is still well below pre-COVID levels. Similar statements about the amount of travel may be made about the taxi program trips. The data and analyses which follow reflect year-to-date performance. These services will continue to be monitored through the rest of the year. A call was held with Pace staff to go over the operations of existing routes and programs as well as continuing discussions of possible new / expanded transit services in the Village and surrounding area in the future.

Note: Due to staffing changes within Pace, the regular monthly reports of route ridership has been delayed. At present Pace is unable to provide an estimate as to when the data will be available again. As a result the data listed for the individual Pace routes below covered only through April 2020. The ridership graphs have been removed from this report until such time as Pace is able to provide data again. In the interim, staff will remain in contact with Pace staff to discuss performance questions.

◆ **Taxi Discount Program**

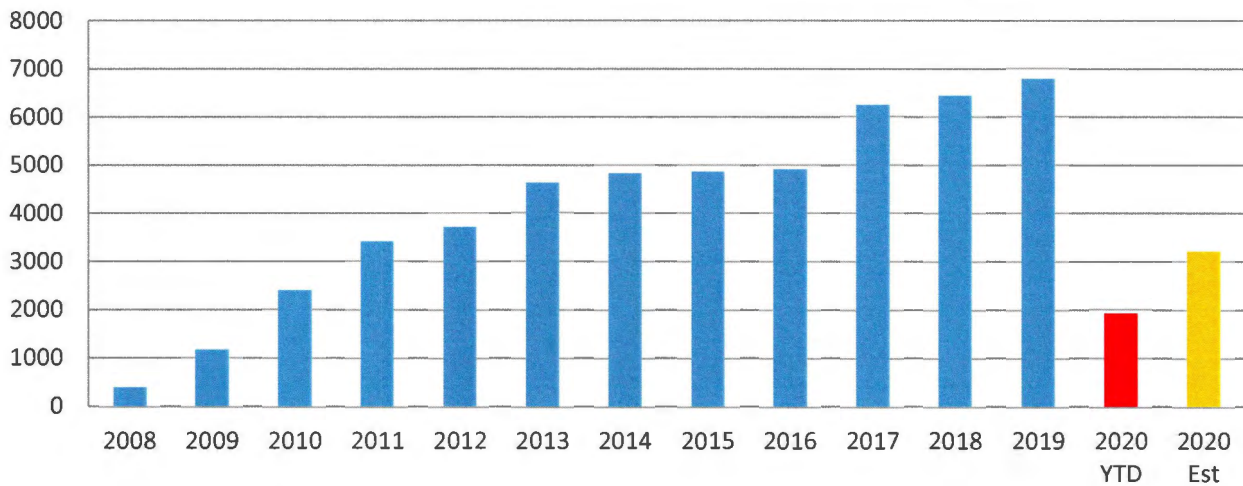
Program registration is ongoing with identification cards and coupons sent to residents. Since its inception, a total of 747 residents have registered for the program. Further review of the program registration indicates the number of current eligible registrants totals 372. Staff continues to look for ways to promote and advertise the program.

The graph below shows historical and year-to-date use in 2020. The most recent coupons turned in covered thru early August. The combination of the effects from COVID-19, and to a lesser degree, the loss of one taxi company late last year, have significantly limited coupon use in 2020 – those effects can be seen based on the number of coupons turned in to date. The graph shows the effects to

date and reflects an estimate of annual use only based on coupon use through early August. Future updates will reflect reduced travel occurring during the pandemic and usage will depend upon the duration of the pandemic and when workers return to the office and schools.

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. The timing for presenting potential changes is tied to the current pandemic and assessing the overall economic impacts on the Village budget. At this time, no changes are planned.

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 April 2020 showed an average weekday ridership of 100, along with a Saturday average of 59 riders per day. These represent a significant decrease in riders per day compared to the average over the same month in previous years as well as from March 2020. Data from May and beyond will further define the extent of the pandemic’s effects.

◆ **Pace Route 610 and NOW Arena Park-n-Ride Lot**

Pace announced that beginning May 18, service on Route 610 was suspended due to low ridership related to COVID-19. Prairie Stone TMA staff was notified, who then provided information to businesses in the park. Some employees in the park have begun returning to work so the TMA is coordinating with Pace for possible new vanpools. The vans could park in the Barrington Road Park-n-Ride lot overnight to allow commuters to take the I-90 express services from Rosemont to the Barrington Road station. Overnight parking of the van(s) is not a capacity issue in the lot at this time due to the lower levels of transit use in recent months and for the foreseeable future.

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.

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

There are three Pace routes, noted below, which service the Barrington Road transit station on I-90; Route 610 would normally stop at the station too. Descriptions of each route are:

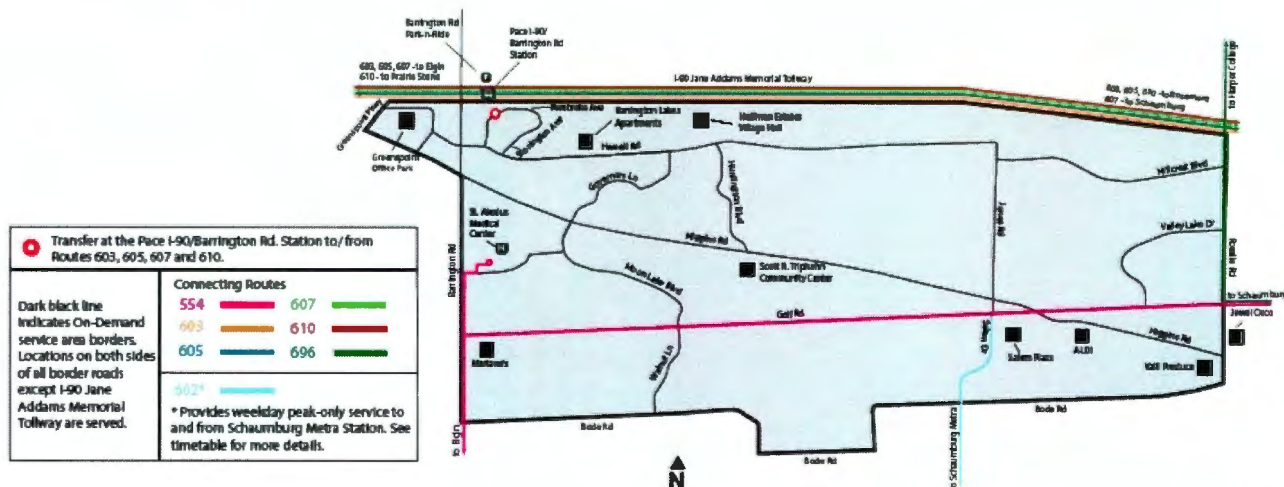
- Route 603: Elgin to Rosemont CTA Blue Line – weekdays and Saturday
- Route 605: Randall Road Park-n-Ride to Rosemont CTA Blue Line – weekdays and Saturday
- Route 607: Randall Road Park-n-Ride to Northwest Transportation Center – weekdays and Saturday

All of these routes have seen ridership drops starting in April 2020 similar to what has been experienced on other Pace routes. Pace continues to operate these routes on their regular schedules during the pandemic. The express buses 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.

◆ **Hoffman Estates On-Demand**

Hoffman Estates On-Demand is a reservation based curb-to-curb bus service operated by Pace south of the Tollway. The area covered is bound by I-90, Roselle Road, Bode Road, and Barrington Road / Greenspoint. As of March 2, 2020, On-Demand operates from 6:00 a.m. to 6:30 p.m. on weekdays and serves the area formerly covered by Route 612. 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. 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, Village 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 chose not to expand the service area or add Saturday service at this time. Options to accomplish these changes are being explored. Ways to expand the service will be evaluated for further discussions with Pace staff on operations, costs, scheduling, etc.



Outreach

Future articles in the *Citizen* will highlight the existing services. An article explaining the changes to On-Demand and elimination of Route 612 was in the March 2020 *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. New rounds of meetings and presentations to apartments, hotels, and others are being planned, but are on hold pending changes due to the pandemic. 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**

There is no meeting planned at this time. Topics discussed at the last meeting 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. Prior to the pandemic a general average of about 65 to 70 vehicles were typically during midweek; however the restrictions have significantly reduced the number of parkers per day. As some businesses reopen there have been slight increases in the average number of vehicles in the lot. Some transit riders 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. Although lighting in the Kiss-n-Ride is now operating, Pace has not yet opened the entrance off Pembroke Avenue. 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 been observed showing users are taking advantage of the sidewalk and paths constructed in the area.

Pace's contractor completed the lighting connections at the Kiss-n-Ride work. 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 crosswalk and sidewalk could be installed on the north side of Pembroke Avenue from the Kiss-n-Ride east to Stonington Avenue and curb ramping provided where the path connects to the street. But 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.

COORDINATION

◆ **Canadian National – Army Corps of Engineers Permit Application**

Notification was received that the Army Corps of Engineers approved the CN permit. The railroad's permit application to the Army Corps is to extend the siding track south of Shoe Factory Road to create a second mainline track. No exact information is available yet on when the railroad might begin work. Available information is posted on the Village website.

● **Quiet Zone Recertification**

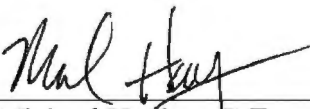
About 15 years ago, a Quiet Zone was designated at the Shoe Factory Road crossing of the then EJ&E railroad. This was done as part of a corridor-wide analysis led by Vernon Hills. A Quiet Zone designation preempts the sounding of train horns at the crossing. The Federal Railroad Administration advised Vernon Hills, who led the initial effort, that all the Quiet Zone designations need to be recertified. New data to reflect vehicle and train volumes, updates to reflect the two tracks at the crossing, the median barrier, and other features need to be included in the evaluation. Hoffman Estates was one of thirteen original communities who participated in the prior process. An intergovernmental agreement along with technical analyses to be performed by a consultant is on the agenda this month. There will be some cost to the Village for its share of consultant services along with staff time for meetings, data collection, and review of study findings.

◆ **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 continued until May 2020 when operations reverted to the regular Fly Quiet mode due to construction activity on the airfield. In September 2020, the interim nighttime Fly Quiet runway rotation will resume through January 2021. The Fly Quiet committee is working to identify the next phase of the program expected to be in place once airfield construction is completed around the end of 2021. The weekly rotation schedule and performance data on interim fly quiet can be found at <https://www.oharenoise.org/noise-management/interim-fly-quiet>. The latest information on activities and news 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