#### This meeting is being held via telephonic attendance.

# AGENDA TRANSPORTATION AND ROAD IMPROVEMENT COMMITTEE Village of Hoffman Estates February 8, 2021

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

Members: Karen Mills, Chairman

Gary Stanton, Vice Chairman

Karen Arnet, Trustee

Anna Newell, Trustee Gary Pilafas, Trustee Michael Gaeta, Trustee William McLeod, Mayor

I. Roll Call

II. Approval of Minutes – January 11, 2021

#### **NEW BUSINESS**

- 1. Request approval of an ordinance authorizing an amendment of the Intergovernmental Agreement with the City of Chicago relating to the O'Hare Noise Compatibility Commission.
- 2. Request approval of a revised Agreement of Understanding for Maintenance and Construction with IDOT.
- 3. Request approval of two IDOT resolutions to appropriate Motor Fuel Tax Funds for:
  - a. 2021 Street Revitalization project in an amount not to exceed \$1,575,000; and
  - b. 2021 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$120,000.
- 4. Request approval of IDOT resolution to appropriate Rebuild Illinois bond funds for the 2021 Street Revitalization project in an amount not to exceed \$1,710,000.

#### REPORTS (INFORMATION ONLY)

- 1. Transportation Division Monthly Report
- III. President's Report
- IV. Other
- V. Items in Review
  - 1. Review of speed limits on Village-maintained collector streets (December 2020).
- 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 <a href="https://www.hoffmanestates.org">www.hoffmanestates.org</a> and/or in person in the Village Clerk's office).

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

### TRANSPORTATION & ROAD IMPROVEMENT COMMITTEE MEETING MINUTES

January 11, 2021

#### I. Roll Call

Members in Attendance:

Karen Mills, Chair (telephonic)

Gary Stanton, Vice-Chair

Karen Arnet, Trustee (telephonic) Anna Newell, Trustee (telephonic)

Gary Pilafas, Trustee Michael Gaeta, Trustee Mayor William D. McLeod

**Management Team Members** 

in Attendance:

Rachel Musiala, Acting Village Manager Dan O'Malley, Deputy Village Manager Arthur Janura, Corporation Counsel Patti Cross, Asst. Corporation Counsel Suzanne Ostrovsky, Asst. to Village Mgr.

Ric Signorella, CATV Coordinator

Management Team Members Via Telephonic Attendance:

Peter Gugliotta, Director of Dev. Services Patrick Seger, Director of HRM

The Transportation & Road Improvement Committee meeting was called to order at 7:08 p.m.

#### II. Approval of Minutes

Motion by Trustee Gaeta, seconded by Mayor McLeod, to approve the Transportation & Road Improvement Committee meeting minutes from December 14, 2020. Roll call vote taken. All ayes. Motion carried.

#### REPORTS (INFORMATION ONLY)

#### 1. Transportation Division Monthly Report.

The Transportation Division Monthly Report was received and filed. Trustee Mills complimented the Transportation Division on the project list included in the packet.

#### III. President's Report

#### IV. Other

#### V. Items in Review

1. Review of speed limits on Village-maintained collector streets (December 2020).

VI. A	ljournment	t
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VI.	Adjournment		
	n by Trustee Gaeta, seconded by Mayor McLeod, to te taken. All ayes. Motion carried.	adjourn the meeting at 7:10 p.m. Ro	11
Minut	es submitted by:		
Debbi	Schoop, Executive Assistant	Date	_

#### COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT: Request approval of an ordinance authorizing an amendment of

the Intergovernmental Agreement with the City of Chicago

relating to the O'Hare Noise Compatibility Commission

MEETING DATE: February 8, 2021

COMMITTEE: Transportation and Road Improvement

FROM: Jennifer Horn, Director of Planning and Transportation

**REQUEST:** Request approval of an ordinance authorizing an amendment of the

Intergovernmental Agreement with the City of Chicago relating to

the O'Hare Noise Compatibility Commission.

BACKGROUND: The O'Hare Noise Compatibility Commission (ONCC) was

established pursuant to an Intergovernmental Agreement between the City of Chicago and member communities in 1996. The focus of the ONCC is to provide a common forum for interested parties to have a voice in noise issues impacting the region related to O'Hare. The Intergovernmental Agreement has been extended a number of times, with the most recent extension approved in 2016, which expired on

December 31, 2020.

The Village has been a member of the ONCC since its inception in 1996. Village staff attends Commission meetings as schedules permit

and monitors ongoing activities of the Commission.

DISCUSSION: The City of Chicago approved the attached amended

Intergovernmental Agreement extending the term of the agreement through December 31, 2025. The ONCC is seeking member

communities to authorize the amended agreement.

A number of minor changes were made in the amended agreement, including new terminology, modified definitions, and a modified effective term. Additionally, a new section has been added to the agreement which sets forth an attendance policy whereby members will be temporarily suspended from the ONCC if three consecutive meetings or the majority of regular meetings in a single calendar year

are missed.

**FINANCIAL IMPACT:** There is no cost to the Village to be a member of the ONCC.

#### **RECOMMENDATION:**

Recommend approval of an ordinance authorizing an amendment of the Intergovernmental Agreement with the City of Chicago relating to the O'Hare Noise Compatibility Commission.

Attachments

ORDINANCE NO.	- 202

#### VILLAGE OF HOFFMAN ESTATES

## AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOFFMAN ESTATES AND THE O'HARE NOISE COMPATIBILITY COMMISSION

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

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

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

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

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2020 to December 31, 2025; and

WHEREAS, ONCC has indicated a desire to enter into a new Intergovernmental Agreement; and WHEREAS, the Village of Hoffman Estates is currently a member of the ONCC; and

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

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

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

Section 2: That the Village President is hereby authorized to execute, and the Clerk to attest, the approval of the attached Intergovernmental Agreement relating to the ONCC.

Section 3: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

<u>Section 4</u>: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS day of	of	, 2021		
VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	-			
Trustee Anna Newell				-
Trustee Gary J. Pilafas				*
Trustee Gary G. Stanton	-			
Trustee Michael Gaeta			-	
Trustee Karen Arnet				-
President William D. McLeod				
APPROVED THIS DA	Y OF	, 2021		
		Village Pres	ident	
ATTEST:				
Village Clerk Published in pamphlet form this	day of		_ 2021	

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

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Member agree as follows:

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

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

#### Section 2. Definitions.

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

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

"Alternate" means a Designee's substitute.

"Chicago TRACON Boundary" means the area depicted in Appendix B.

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

"Designee" means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

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

"Member" means, at any time, each city, village, public school district, or county located in the O'Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, "Member" shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago ("Chicago Ward Members") as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O'Hare Commission upon approval and execution of this Agreement by the City.

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

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

"O'Hare" means Chicago O'Hare International Airport.

"O'Hare Commission Area" means the Illinois area within the Chicago TRACON Boundary with an interest in O'Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O'Hare Commission Area as provided in Section 7.G.

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

"Residential Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to homes in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound

insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

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

"TRACON" means Terminal Radar Approach Control facility.

#### Section 3. Composition and Organization.

- A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.
- B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.
- C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.
- D. The Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special Advisory Members of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.
- E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may

be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings may be called by the City or any five Members of the O'Hare Commission upon at least seven days' written notice to the City, each Member, and each Advisory Member.

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

- A. The O'Hare Commission shall have the following duties and powers:
- (1) The O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.
- (2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs, the use of ground run-up enclosures, and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.
- (3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.
- (4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to: (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.
- (5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

- (6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year, which shall be consistent with the City of Chicago fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.
- (7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.
- (8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.
- (9) The O'Hare Commission shall adopt bylaws for the conduct of its meetings consistent with the powers enumerated herein.
- B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Member, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.
- C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in Appendix A of this Agreement.

#### Section 5. Term of Agreement.

- A. This Agreement shall be effective January 1, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.
- B. Any Member may withdraw as a Member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.
- C. The City may terminate this Agreement at any time after January 1, 2021, upon 180 days prior written notice to each Member and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

#### Section 6. Attendance Policy

- A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.
- B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.
- C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.
- D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

#### Section 7. Miscellaneous.

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

If to the City, to:

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

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

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

- B. No Member may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Members.
- C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Project by a Member or other municipality or county. A Member shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.
- D. This Agreement and the bylaws authorized in Section 4.A.(9) constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A and Appendix B are incorporated herein and made a part of this Agreement.
- E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each

party. Each counterpart may vary in order to identify the Member, its address for notices, and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district, or county located in the O'Hare Commission Area prior to February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

- F. This Agreement shall be governed and construed in accordance with Illinois law.
- G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Member prior to February 28, 2021, may thereafter become a Member upon: (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement; and (ii) execution of a counterpart of this Agreement.
- H. The approval of the City and two-thirds of the Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Members.

Executed as of this	day of	, 2020.
CITY OF CHICAGO		
By:		
Commissioner		
Chicago Department of A	viation	

Village of I	Ioffman Estates	(Name of Member)
By:		
Authorized	Officer	
Address:	Village of Hoffman Estates  1900 Hassell Road	
	Hoffman Estates, IL 60169	

#### APPENDIX A

#### Implementation of Noise Compatibility Programs and Projects

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

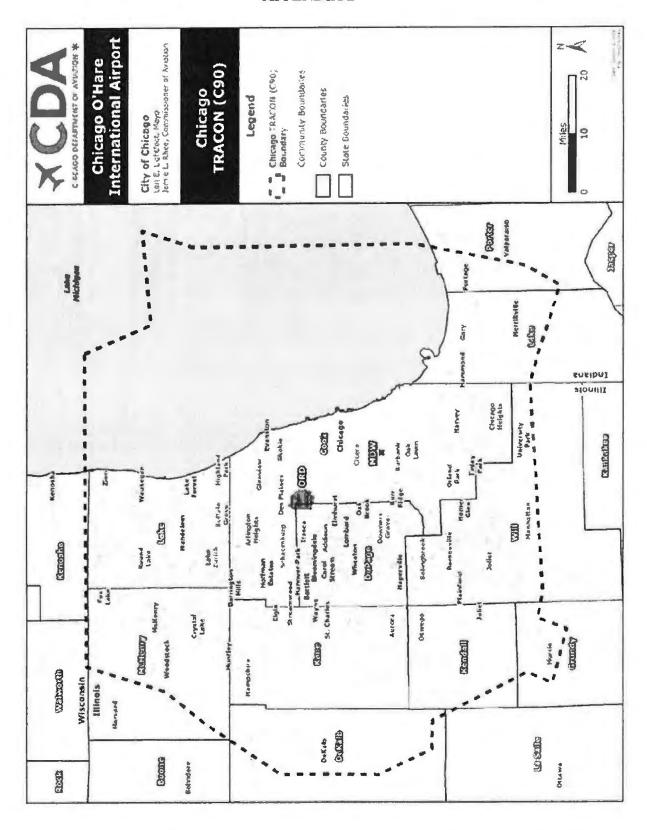
- A. The Members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The Members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.
- B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Member and municipality and county that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records, and other documents, and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Member shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.
- C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.
- D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.
- E. Noise Compatibility Projects outside the City may be implemented through Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within

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

- F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any Noise Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.
- G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.
- (1) The City may retain a third party vendor ("System Operator") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.
- (2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.
- (3) The System shall include a minimum of 36 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.
- (4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

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

#### APPENDIX B



## COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** 

Request approval of a revised Agreement of Understanding for

Maintenance and Construction with IDOT

**MEETING DATE:** 

**February 8, 2021** 

**COMMITTEE:** 

Transportation and Road Improvement

FROM:

Alan Wenderski, Director of Engineering

**PURPOSE:** 

Request approval for a revised Agreement of Understanding for

Maintenance and Construction between IDOT and the Village.

**BACKGROUND:** 

An Agreement of Understanding with IDOT allows the Village to approve documents related to the use of State funds (mainly MFT) on eligible maintenance and construction improvements. IDOT's requirements for qualifying for this agreement include verifying that the office of a municipality is adequately organized, staffed, equipped and financed to discharge the duties and requirements to approve and supervise local road improvements that are funded with a Motor Fuel

Tax or State Road Funds.

The Village has an existing Agreement of Understanding that was last

revised in January 2005 and it still current.

**DISCUSSION:** 

Attached is the Revised Agreement of Understanding. IDOT

requested that the agreement be updated to accurately reflect the

current organizational chart for the Engineering Division.

FINANCIAL IMPACT:

There is no financial impact to the Village.

RECOMMENDATION:

Request approval of a revised Agreement of Understanding for

Maintenance and Construction with IDOT.

Attachments

#### **VILLAGE OF HOFFMAN ESTATES**

## AGREEMENT OF UNDERSTANDING FOR MAINTENANCE AND CONSTRUCTION

This agreement, by and between the Department of Transportation, State of Illinois, hereinafter called the **DEPARTMENT**, and Village of Hoffman Estates, of the State of Illinois, hereinafter called the **MUNICIPALITY**.

#### WITNESSETH:

WHEREAS, the Illinois Highway Code provides that the DEPARTMENT, upon satisfying itself that the MUNICIPALITY is adequately organized, staffed, equipped and financed to discharge satisfactorily the duties and requirements of 605 ILCS 5/7-203.2, may grant a municipality permission to construct or maintain highways or sections thereof when such projects are financed in whole or in part with any funds received from the State except Federal-aid funds, without approval and supervision of the DEPARTMENT, providing the MUNICIPALITY will enter into an Agreement of Understanding with the DEPARTMENT, and;

WHEREAS the MUNICIPALITY has complied with the requirements of 605 ILCS 5/7-301, and,

WHEREAS, this agreement addresses the approval of Motor Fuel Tax, 80,000 Pound Truck Access Road, Economic Development, and any other road fund projects administered under Motor Fuel Tax policies and procedures, and;

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

#### THE MUNICIPALITY AGREES:

- That it will maintain an adequate, fully staffed organization to the level this Agreement
  of Understanding was executed and will keep the DEPARTMENT currently advised of
  the organization and key staffing;
- 2. That it will affect a coordinated 12 month or 24 month construction and maintenance program in accordance with the intent of the law;
- 3. That it will follow the procedure set forth in 605 ILCS 5/7-203 of the Illinois Highway Code for the construction and maintenance of any highway;
- 4. That it will supply the **DEPARTMENT**, for record purposes, documentation listed on Attachment A within the timeframe shown, or upon the request of the **DEPARTMENT**;
- 5. To obtain the **DEPARTMENT'S** approval of all bridge condition reports, preliminary bridge design and hydraulic reports, plans and specifications for all bridges and culverts required by policy contained in Chapter 10 of the Bureau of Local Roads and Streets Manual:
- 6. To provide Form BLR 10220 asbestos certification, on bridge projects and requesting load ratings from the **DEPARTMENT** for resurfacing, of structures greater than 20 feet long measured along the centerline of the roadway;
- 7. To obtain all necessary permits and environmental/cultural clearances in accordance with the Bureau of Local Roads and Streets Manual and other Department policy before advertising a project for letting or performing the project with its own forces;
- 8. That plans for highway construction and maintenance work will be designed in accordance with the latest edition of the Bureau of Local Roads and Streets Manual and design policies adopted by the DEPARTMENT. Modifications and design deviations proposed by the MUNICIPALITY must be approved using procedures outlined in Chapter 10 of said Manual;
- 9. That plans and specifications for maintenance or construction will be prepared as applicable by a licensed professional/structural engineer or under his or her direct supervision. Plans shall bear the engineer's professional/structural seal as applicable;

- 10. To obtain the DEPARTMENT'S approval of plans and specifications for improvement of State highways and appurtenances thereto prior to advertising for bids;
- 11. To obtain the **DEPARTMENT'S** approval of all connections to the State Highway System;
- 12. That all right-of-way will be secured prior to advertising a project for letting, unless prior approval by the **DEPARTMENT** has been secured;
- 13. To advertise for bids and let contracts for maintenance or construction to the lowest responsible bidder in accordance with DEPARTMENT policy, or with the concurrence of the DEPARTMENT, do the work itself through its officers, agents and employees;
- 14. That it will perform or cause to be performed all construction and material inspections required on its construction and maintenance projects using the Project Procedures Guide and other procedures acceptable to the DEPARTMENT. The MUNICIPALITY will document the inspections and make said documentation available to the DEPARTMENT at all times;
- 15. That it will provide Material Certification in accordance with the applicable portions of Section 800 of the Project Procedures Guide. The MUNICIPALITY will certify to the Deputy Director of Highways, Region 1 Engineer that the required material testing and sampling were done for all materials incorporated in the construction or maintenance work. The MUNICIPALITY with further certify that for all materials, the Method of Acceptance with the appropriate Evidence of Materials Inspection is available for the DEPARTMENT to review. A copy of the Material Certification Letter (Attachment B) will be included with each Engineer's Final Pay Estimate (BLR 13231);
- 16. To withhold final payment to the contractor on construction projects involving State highways and appurtenances until written certification is received that the work has been performed in accordance with the plans and specifications and accepted by the DEPARTMENT. The MUNICIPALITY will notify the DEPARTMENT at least two (2) weeks prior to the final inspection on construction projects involving State highways

- and appurtenances so arrangements can be made for a **DEPARTMENT** representative to attend;
- 17. That it will provide the **DEPARTMENT** with the MFT Maintenance Expenditure

  Statement (BLR 14320) within 3 months from the end of the maintenance period;
- 18. That it will provide the **DEPARTMENT** with the Final Report of Improvement

  Constructed Under the Illinois Highway Code (BLR 13510) for project close-out, within one (1) year after the completion of the work;
- 19. That it will make all records available to personnel of the **DEPARTMENT** for review and/or audit for a minimum of three (3) years after project close-out and **DEPARTMENT** audit;
- 20. That it will submit an annual report to the **DEPARTMENT** by February 1 of each year, listing the projects undertaken, a description and limits of each project, the status of the projects, the amount and type of funds expended, and a map showing the locations of the various projects for the previous calendar year;
- 21. That use of Motor Fuel Tax funds other than specified in this agreement will require approval by the **DEPARTMENT**.

#### THE DEPARTMENT AGREES:

- That it reserves the right to request information on any Motor Fuel Tax or General
   Maintenance project for review and inspection:
- 2. That in view of the foregoing covenants, its approval and supervision of any activities related to construction and maintenance projects and expenditures funded by Motor Fuel Tax and/or any other road funds received from the State and administered under Motor Fuel Tax policies and procedures will not be required except as hereinabove specified;
- 2. That it will provide off-site material inspections and testing at sources normally visited by state inspectors. The **DEPARTMENT** may perform certain construction and material inspections as agreed to by the **DEPARTMENT'S** Region 1, District 1 Office

and the MUNICIPALITY. If DEPARTMENT personnel are not available to perform these material inspections, the MUNICIPALITY will be responsible for providing the required inspection and documentation.

#### IT IS MUTUALLY AGREED:

- That executed joint agreements between the MUNICIPALITY and DEPARTMENT will be required for all projects being funded with one or more of the following state funds;
  - A. 80,000 Pound Truck Access Road Funds.
  - B. Economic Development Funds.
  - C. Any other state funded programs being administrated under Motor Fuel Tax policies and procedures.
- That the provisions of this agreement shall not apply to any federally-funded projects and/or state funded projects not administered under Motor Fuel Tax policies and procedures;
- The DEPARTMENT may make periodic inspections of the jobsite and project file
  documentation, if it deems necessary, to satisfy itself that the work is being done in
  compliance with the plans, specifications and departmental procedures;
- 4. This agreement shall remain in full force and effect unless terminated by either party upon 30 days written notification, or when the undersigned municipal engineer terminates employment under such title/position with the **MUNICIPALITY**.

Executed by the MUNICIPALITY this	day of, 20,
Municipal Engineer (Print or Type)	Mayor/Village President (Print or Type)
By Municipal Engineer	By Mayor/Village President

Accepted:		
By Date:	By	Date:
District Local Roads Engineer	Regional Engin	еег
Executed by the <b>DEPARTMENT</b> this	day of	, 20
	STATE OF ILLINOIS, I TRANSPORTATION	DEPARTMENT OF
	Director of Planning ar	nd Programming

#### ATTACHMENT A

#### MUNICIPAL AGREEMENT OF UNDERSTANDING FOR MAINTENANCE AND CONSTRUCTION SEQUENCE OF SUBMITTALS

#### I. Maintenance (One Each)

- A. Municipal Estimate of Maintenance Cost (BLR 14231)
  - Resolution for Maintenance of Streets and Highways by Municipality (BLR 14230)
  - Computer Data for Contractors Bulletin (BLR 12310)

Note: All three documents must be received one (1) week prior to advertisement. Motor Fuel Tax funds will be authorized upon the Municipality's request, based on these estimates, including engineering.

- B. If needed, revised and/or supplemental estimate.
- C. Municipal Maintenance Expenditure Statement (BLR 14310).

Note: Motor Fuel Tax funds will be balanced using the Maintenance Expenditure Statement.

#### II. Construction (Two Each)

- A. Resolution for Improvement by Municipality Under the Illinois Highway Code (BLR 09111)
  - Computer Data for Contractors Bulletin (BLR 12310)

Note: Both documents must be received prior to authorization.

- B. (Construction) Estimate of Cost (BLR 11510)
  - Contract Plans, Specifications, Contract, and Contract Bond
  - Tabulation of Bids (BLR 12315)

Note: Submit within two weeks after the contract is executed. Authorization of Motor Fuel Tax funds will be based on the signed contract, including engineering.

- C. Request for Approval of Change in Plans (BLR 13210)
  - Engineer's Final Pay Estimate (BLR 13231)
  - Commitment List (in accordance with Chapter 10 of the BLRS Manual)
  - Material Certification Letter (Attachment B)
  - Final Report, Notice of Completion and Acceptance of Improvement Constructed Under the Illinois Highway Code (BLR 13510), submitted within one (1) year of final inspection.

#### III. Annual Report

Annual listing of construction projects for previous calendar year submitted by February 1<sup>st</sup> of the following year, showing:

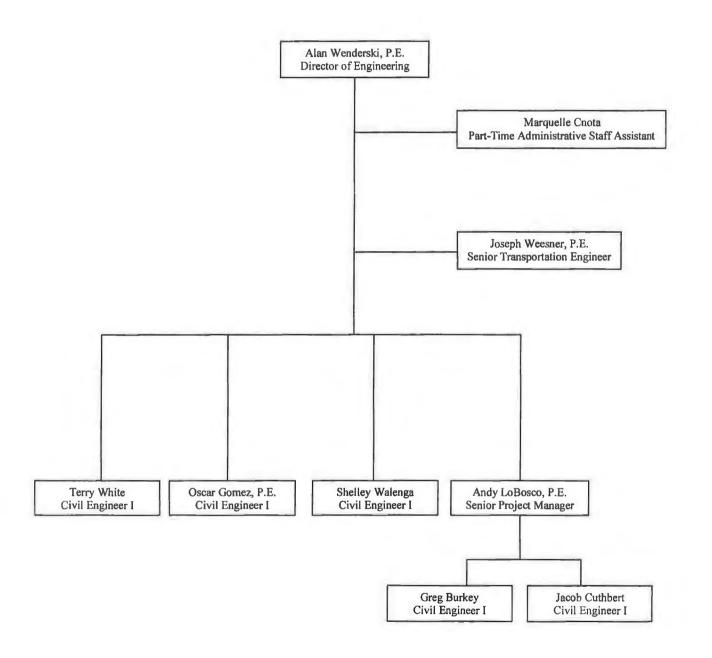
- 1. Project limits and description.
- 2. Status of project.
- 3. Amount and type of funds expended.
- 4. Map showing location of all projects.

#### **ATTACHMENT B**

#### VILLAGE OF HOFFMAN ESTATES AGREEMENT OF UNDERSTANDING FOR MAINTENANCE AND CONSTRUCTION MATERIAL CERTIFICATION LETTER

Date:	
	nal Engineer et Address)
RE:	Agency
	Section
	Route
	Contractor
Dear S	Sir/Madam:
This le	tter is to certify:
in the c	sults of the tests on acceptance samples indicate the materials incorporated construction work, and the construction operations controlled by sampling and were in close conformity with the approved plans and specifications.
the ma	ethod of Acceptance with the appropriate Evidence of Materials Inspection for terials incorporated in the construction work have been retained in the project as and are available for the Department to review.
☐ Exc	ceptions to the plans and specifications are explained on the attached sheet.
	-OR-
☐ The	ere are no Exceptions.
(Check the	e appropriate statement)
Sincere	ely,
Ry Mun	icinal Engineer

# VILLAGE OF HOFFMAN ESTATES DEVELOPMENT SERVICES DEPARTMENT ENGINEERING DIVISION ORGANIZATIONAL CHART



## COMMITTEE AGENDA ITEM VILLAGE OF HOFFMAN ESTATES

SUBJECT:

Request approval of two IDOT resolutions to appropriate Motor

Fuel Tax Funds for:

a. 2021 Street Revitalization project in an amount not to exceed \$1,575,000; and

b. 2021 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$120,000.

**MEETING DATE:** 

February 8, 2021

**COMMITTEE:** 

Transportation and Road Improvement

FROM:

Alan Wenderski, Director of Engineering

**PURPOSE:** 

Request approval of IDOT resolutions to appropriate Motor Fuel Tax (MFT) funds for the 2021 Street Improvements and the annual Traffic Signal Maintenance and Opticom repairs.

**DISCUSSION:** 

When MFT Funds are used to pay for a qualified improvement or maintenance, an IDOT resolution is required to be executed prior to spending funds. As part of the annual budget, MFT funds totaling \$1,575,000 are allocated for the 2021 Street Revitalization project. This amount reflects a reduced amount from expected annual MFT fund receipts due to a continued period of reduced mobility from the pandemic. A draft resolution for the 2021 street project is attached. Project plans are under development with a goal of starting construction in April.

MFT funds are also used to pay the Village's share of traffic signal maintenance and Opticom emergency vehicle preemption repairs. A total of \$120,000 is allocated in 2021 for these purposes. Most traffic signals are on State and County routes, for which the Village pays a portion of the maintenance costs. Opticom repairs include replacement parts and upgrades. The local match for IDOT traffic signal upgrades is also funded via the MFT allocation for signal maintenance.

FINANCIAL IMPACT:

The State collects and then distributes MFT funds to local agencies. The amounts received by the Village are determined on a per capita basis applied to the amount of motor fuel tax collected and available for local use.

#### **RECOMMENDATION:**

Request approval of two IDOT resolutions to appropriate Motor Fuel Tax Funds for:

- a. 2021 Street Revitalization project in an amount not to exceed \$1,575,000; and
- b. 2021 Traffic Signal Maintenance and Opticom repairs in an amount not to exceed \$120,000.

Attachments



#### Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvemen	t?	إ	Resolution	Туре	Resolution Number	Section Number
⊠ Yes □ No			Original			21-00108-00-RS
BE IT RESOLVED, by the President and E	Board of Trus	tees		of the \	/illage	
of Hoffman Estates  Name of Local Public Agency the Illinois Highway Code. Work shall be done		ois that	٠	ng descri		c Agency Type ructure be improved under
For Roadway/Street Improvements:		.,, .				
Name of Street(s)/Road(s)	Length (miles)	R	oute		From	То
see attached						
For Structures:						
Name of Street(s)/Road(s)	Existin Structure		Route		Location	Feature Crossed
That there is hereby appropriated the sum	of one millio	n five-		sevent		) for the improvement of
That there is hereby appropriated the sum	of one millio	n five-				) for the improvement of
said section from the Local Public Agency's all BE IT FURTHER RESOLVED, that the Clerk of the Department of Transportation.				r (4) certif	ied originals of this reso	olution to the district office
l, Bev Romanoff	Village				erk in and for said <b>Villa</b>	ige
Name of Clerk  of Hoffman Estates  Name of Local Public Agency statute, do hereby certify the foregoing to be a	in t	he Stat		d, and kee	eper of the records and	ocal Public Agency Type files thereof, as provided by
President and Board of Trustees of Governing Body Type	Hoffman Est	ates of Local	Public Ager	псу	at a meeting held on	February 15, 2021
IN TESTIMONY WHEREOF, I have hereunto	set my hand an	d seal t	his	_ day of	Month, Year	<u> </u>
(SEAL)	C	lerk Sig	nature			Date
			Engineer ent of Trar	nsportatio	Approved	Date

Street	Begin	End
ALPINE LN	ASH RD	ARIZONA BLVD
BEACON CT	WESTBURY DR	END OF THE ST
CARTHAGE LN	CUMBERLAND ST	ARIZONA BLVD
COCHISE ST	CHANDLER LN	ARIZONA BLVD
DEVONSHIRE LN	KINGSDALE RD	GLEN LAKE RD
FLAGSTAFF LN	WASHINGTON BLVD	GRAND CANYON ST
GREYSTONE PL	HOLBROOK LN	END OF THE ST

Street	Begin	End
BERKLEY LN W	WESTERN ST	WASHINGTON BLVD
CHARLEMAGNE DR N	VERSAILLES RD	FREEMAN RD
DENNISON RD	CAMBRIDGE LN	DURHAM LN
DOVINGTON DR W	CHATSWORTH LN	GANNON DR
DURHAM LN	ASHLEY RD	HIGHLAND BLVD
ESSEX DR	SHOE FACTORY RD	BEACON POINTE DR
ESSEX DR	CARIBOU LN	SHOE FACTORY RD
HOLLY LN	ASPEN ST	END OF STREET
HUNTERS RIDGE W	FOX PATH LN	FALCON LN
KELBERG AV	DELANEY DR	CANTERBURY LN
KINGSTON DR	CHAMBERS DR	BRADWELL RD
MALLARD LN	HUNTERS RIDGE W	1405 MALLARD LN
MAYWOOD LN	MILTON LN	WASHINGTON BLVD
OLIVE ST	BERKLEY LN (W)	ALCOA LN
OLMSTEAD DR	MUMFORD DR	PALATINE RD

VOHE 2021 Structural Overlay Streets						
Street	Begin	End				
DOWNEY ST	BODE RD	END OF THE ST				
HUNDLEY ST N	HUNDLEY ST	END OF THE ST				
HUNDLEY ST W	HUNDLEY ST N	DOWNEY ST				
HUNDLEY WAY	BODE RD	HUNDLEY ST				
KELLEY DR	ELLIOT DR	LANDERS DR				
KINGSDALE RD	GOLF RD	DARLINGTON				
LINCOLNSHIRE LN	PARTRIDGE HILL	PARTRIDGE HILL				
TOPAZ DR	OPAL DR	MUMFORD DR				



## Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency	Type	County		Section Number
Hoffman Estates	Village	Cook		21-00108-00-RS
hereby request authorization to expend Motor Fuel Tax	Funds as ind	icated below:		
		Motor Fuel Tax A		Pakuda IIIt- A
Purpose		Motor Fuel Tax A	mount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses				n/a
Contract Construction		\$1,575	5,000.00	
Day Labor Construction			45	
Engineering				
Engineering Investigations				
IMRF/Social Security		<del></del>		n/a
Maintenance				
Maintenance Engineering				
Obligation Retirement				n/a
Other				
Right-of-Way (Itemized on 2nd page)				
	TOTAL	\$1,575	,000.00	
Comments				
		Local Public Agency	Official	Date
		Title		
		Village Presiden	t	
		Desired #	Appro	oved
		Regional Engineer Department of Trans	sportation	Date
Department of Transportation Use				
Entered By Date				

#### Itemization of Right-of-Way Request

Location of Property			A			Cost of		
Street/Road	Parcel Number	Address of Property Involved	Property Owner	Acres Right-of- Way	Relocation Costs	Cost of Land Acquired	Damage to Land not Acquired	Total
					-			
					-			
						.1		
							TOTAL	



# Resolution for Maintenance Under the Illinois Highway Code



		Resolution Numb	er Resolution Type	Section Number
			Original	21-00000-00-GM
BE IT RESOLVED, by the	President and Board Governing Body		of the Vi	llage of
Hoffman Es				of One-hundred twenty
Name of Local Pub	lic Agency		)	ono nanara morny
thousand			Dollars (	\$1 <b>20</b> ,000.00
of Motor Fuel Tax funds for the pu	urpose of maintaining stree	ets and highways under	the applicable provisions	of Illinois Highway Code from
01/01/21 to 12/	31/21			
Beginning Date Endi	ng Date			
BE IT FURTHER RESOLVED, the	at only those operations as	s listed and described o	n the approved Estimate of	of Maintenance Costs.
including supplemental or revised funds during the period as specifi	estimates approved in cor			
BE IT FURTHER RESOLVED, the	at Village	of	Hoffman	
shall submit within three months a	-		Name of Local F	
available from the Department, a expenditure by the Department ur	certified statement showing	g expenditures and the		
BE IT FURTHER RESOLVED, that the Department of Transportation		eted to transmit four (4)	ceritified originals of this r	esolution to the district office
Bev Romanoff		Village		Village
Name of Clerk	Lo	cal Public Agency Type	Clerk in and for said	Local Public Agency Type
	Estates	in the State of Illi	nois, and keeper of the red	cords and files thereof, as
	Public Agency			
provided by statute, do hereby ce	rtify the foregoing to be a tr	rue, perfect and comple	ete copy of a resolution ad	opted by the
President and Board of Tr	ustees_of	Hoffman Estates		ting held on 02/15/21
Governing Body Type		Name of Local Public Age	incy	Date
N TESTIMONY WHEREOF, I have	e hereunto set my hand a	nd seal this	day of	nth, Year
		Duy	Wol	101, 1001
(SEAL)		Clerk Signature		
		1		
			APPROVED	)
		Regional Engine		
		Department of 1	Fransportation	Date



# **Local Public Agency General Maintenance**



				Estimate	of Ma	intenance	Costs	Submittal Typ	e Original
									Maintenance Period
Local Public Age	ncy			County	Section Number		Beginning	Ending	
Hoffman Esta	tes			Cook		21-00	000-00-GM	01/01/21	12/31/21
					Maintena	ince Items			
			Material C		Wallicone	The remains			Total
Maintenance Operation	Maint Eng Category	Insp. Req.	Point of D Work Perf an Outside	elivery or ormed by	Unit	Quantity	Unit Cost	Cost	Maintenance Operation Cost
Traffic Signal & Opticom Maintenance: Cook Cty & IDOT	I	No							\$120,000.00
								Total Operation C	ost \$120,000.00
						Fs	timate of Maint	enance Costs Summ	
Maintenance					MFT	Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Age	ncy Labor			1		T GITTED			
Local Public Age	ncy Equip	nent							
Materials/Contrac	cts(Non Bi	d Items	)						
Materials/Deliver	& Install/N	aterials	s Quotations	(Bid Items)					
Formal Contract	(Bid Items	)			5	120,000.00			\$120,000.00
			Mainter	nance Total	5	120,000.00			\$120,000.00
								ance Eng Costs Sum	
Maintenance En					MFT	Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engir	_								
Engineering Insp	ection								
Material Testing									
Advertising									
Bridge Inspection									
	IV	lainten	ance Engine	ering lotai					
		Total	Estimated M	aintenance[	\$	120,000.00			\$120,000.00
Rémarks									1
		SUBMI	TTED						
Local Public Age	ncy Officia	1		Date					
Title								4.000.01	
Village Presid	ent			1		Designation	Fi	APPROVED	
County Engineer	/Superinte	ndent o	f Highways	Date		Regional I Departme	Engineer nt of Transporta	ation	Date



# Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency	Туре	County		Section Number
Hoffman Estates	Village	Cook		21-00000-00-GM
I hereby request authorization to expend Motor Fuel T	ax Funds as ind	licated below:		
Purpose		Motor Fuel Tax Amount	R	ebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses				n/a
Contract Construction				
Day Labor Construction				
Engineering				
Engineering Investigations				
IMRF/Social Security				n/a
Maintenance		\$120,000.	00	
Maintenance Engineering				
Obligation Retirement				n/a
Other				
Right-of-Way (Itemized on 2nd page)				
	TOTAL	\$120,000.	00	
0	_			
Comments				
		Local Public Agency Officia	al	Date
		Village President		
		Village Fresident	Ammerical	<del></del>
		Regional Engineer	Approved	
		Department of Transportat	ion	Date
December 4 of Terror and 4 is 11				
Department of Transportation Use  Entered By  Date				

#### Itemization of Right-of-Way Request

Loc	ation of Pr	roperty					Cost of	
Street/Road	Parcel Number	Address of Property Involved	Property Owner	Acres Right-of- Way	Relocation Costs	Cost of Land Acquired	Damage to Land not Acquired	Total
	-							
							TOTAL	

### **COMMITTEE AGENDA ITEM** VILLAGE OF HOFFMAN ESTATES

**SUBJECT:** Request approval of IDOT resolution to appropriate Rebuild

Illinois bond funds for the 2021 Street Revitalization project in an

amount not to exceed \$1,710,000.

**MEETING DATE: February 8, 2021** 

**COMMITTEE:** Transportation and Road Improvement

FROM: Alan Wenderski, Director of Engineering

**PURPOSE:** Request approval of IDOT resolution to appropriate Rebuild Illinois

Local Bond Funds for the 2021 street improvements.

**BACKGROUND:** A \$1.5 billion dollar grant program was included in the State's 2019 Rebuild Illinois Capital Program. The program is intended to provide

Local Public Agencies (LPA's) with funds for capital projects. LPA's are scheduled to receive their share of this grant program within six disbursements over a three-year period, starting in May 2020. The exact timing of the disbursements to LPA's is based on the timing of the State's bond sales, with six separate disbursements of \$250 million. It is expected that two disbursements will be received

annually for the three year period.

LPA's receive their share of these funds based on the MFT distribution formula (per capita). The Village receives approximately \$570,000 per disbursement with a three year total expected to be approximately

\$3,420,000.

When Rebuild Illinois bond funds are used to pay for a qualified improvement, an IDOT resolution is required to be executed prior to spending funds. Though the process for administering the bond funds are similar to the MFT process, only improvements that are qualified as bondable beyond 13 years qualify. Improvements within the scope of the 2021 Street Revitalization Project qualify under this definition.

> To date, the Village has already received two disbursements totaling approximately \$1,140,000. It is expected that a third disbursement will be received by May which would bring the total received to date to \$1,710,000. It is required that only funds received can be disbursed for a project. If the third disbursement is not received in May, as expected, alternatives will need to be discussed at the time of street project contract award.

**DISCUSSION:** 

-2-

#### FINANCIAL IMPACT:

The State disburses Rebuild Illinois Local Bond Funds on a per capita basis. Though \$1,140,000 have been received to date, it is expected that an additional disbursement of \$570,000 is expected in May 2021 for a total of \$1,710,000. The 2021 budget and approved project locations for the 2021 street project assumed a receipt of \$1,710,000 of Rebuild Illinois bond funds. Since funds cannot be expended prior to being received, a delay of the receipt of the third disbursement will require a discussion of alternatives at the time of street project contract award.

#### **RECOMMENDATION:**

Request approval of IDOT resolution to appropriate Rebuild Illinois bond funds for the 2021 Street Revitalization project in an amount not to exceed \$1,710,000.

Attachments



# Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement	1?	Resolution		Resolution Number	Section Number	
⊠ Yes □ No		Origina	Original		21-00108-00-RS	
BE IT RESOLVED, by the President and B	oard of Trus	tees	_ of the	Vill <b>ag</b> e		
of Hoffman Estates Name of Local Public Agency			wing descr		lic Agency Type ructure be improved under	
the Illinois Highway Code. Work shall be done For Roadway/Street Improvements:		or Day Labor				
Name of Street(s)/Road(s)	Length (miles) Route			From	То	
see attached						
For Structures:						
Name of Street(s)/Road(s)	Existing Structure			Location	Feature Crossed	
BE IT FURTHER RESOLVED,  1. That the proposed improvement shall cons						
The reconstruction and resurfacing of	various stree	ets in Hoffma	n Estate	es	_	
2. That there is born by a series of the course	-f one million	s soven hun	trod ton	thousand		
That there is hereby appropriated the sum of the s	of one millior					
			Dollars (	\$1,710,000.00	) for the improvement of	
said section from the Local Public Agency's all	otment of Meter	r Fuel Tax fund	Dollars ( s. REBUIL	\$1,710,000.00 D IL Local Bond Funds.		
	otment of Meter	r Fuel Tax fund	Dollars ( s. REBUIL	\$1,710,000.00 D IL Local Bond Funds.		
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Street	Begin	End
ALPINE LN	ASH RD	ARIZONA BLVD
BEACON CT	WESTBURY DR	END OF THE ST
CARTHAGE LN	CUMBERLAND ST	ARIZONA BLVD
COCHISE ST	CHANDLER LN	ARIZONA BLVD
DEVONSHIRE LN	KINGSDALE RD	GLEN LAKE RD
FLAGSTAFF LN	WASHINGTON BLVD	GRAND CANYON ST
GREYSTONE PL	HOLBROOK LN	END OF THE ST

Street	Begin	End
BERKLEY LN W	WESTERN ST	WASHINGTON BLVD
CHARLEMAGNE DR N	VERSAILLES RD	FREEMAN RD
DENNISON RD	CAMBRIDGE LN	DURHAM LN
DOVINGTON DR W	CHATSWORTH LN	GANNON DR
DURHAM LN	ASHLEY RD	HIGHLAND BLVD
ESSEX DR	SHOE FACTORY RD	BEACON POINTE DR
ESSEX DR	CARIBOU LN	SHOE FACTORY RD
HOLLY LN	ASPEN ST	END OF STREET
HUNTERS RIDGE W	FOX PATH LN	FALCON LN
KELBERG AV	DELANEY DR	CANTERBURY LN
KINGSTON DR	CHAMBERS DR	BRADWELL RD
MALLARD LN	HUNTERS RIDGE W	1405 MALLARD LN
MAYWOOD LN	MILTON LN	WASHINGTON BLVD
OLIVE ST	BERKLEY LN (W)	ALCOA LN
OLMSTEAD DR	MUMFORD DR	PALATINE RD

VOHE 2021 Structural Overlay Streets				
Street	Begin	End		
DOWNEY ST	BODE RD	END OF THE ST		
HUNDLEY ST N	HUNDLEY ST	END OF THE ST		
HUNDLEY ST W	HUNDLEY ST N	DOWNEY ST		
HUNDLEY WAY	BODE RD	HUNDLEY ST		
KELLEY DR	ELLIOT DR	LANDERS DR		
KINGSDALE RD	GOLF RD	DARLINGTON		
LINCOLNSHIRE LN	PARTRIDGE HILL	PARTRIDGE HILL		
TOPAZ DR	OPAL DR	MUMFORD DR		



# VILLAGE OF HOFFMAN ESTATES DEPARTMENT OF DEVELOPMENT SERVICES

# TRANSPORTATION DIVISION MONTHLY REPORT

SUBMITTED TO: TRANSPORTATION & ROAD IMPROVEMENT COMMITTEE

BY: Jennifer Horn, Director of Planning & Transportation Aumur Han

February 2021

#### TRANSPORTATION PROJECT UPDATES

#### **Transportation Projects List**

See the attached project list updated through February 3, 2021.

#### 2021 Street Revitalization Project

Engineering staff is working on the design of the 2021 Street Revitalization Program as approved as part of the 2021 - 2028 Capital Improvement Program. This year's program includes approximately \$5.5 million in street reconstruction, resurfacing, structural overlays, and preventative maintenance. It is expected that the bid opening for the project will occur in early March and award consideration by the Village Board in mid-March.

#### **GRANT OPPORTUNITIES**

#### **Invest In Cook Grant Program**

The Cook County Department of Transportation and Highways announced a fifth round of *Invest in Cook* program in January. Staff attended a webinar on the funding programs and eligible projects on January 27. Applications are due on March 12, 2021. Staff is currently evaluating potential projects for submittal. *Invest in Cook* is an \$8.5 million program to cover some of the cost of planning and feasibility studies, engineering, right-of-way acquisition, and construction associated with transportation improvements sponsored by local and regional governments and private partners. Eligible projects must be consistent with the priorities of *Connecting Cook County* long-range transportation plan and expand the County's involvement in multimodal projects such as transit, bicycle and pedestrian projects. The Village has received *Invest in Cook* funding in previous rounds for Phase I and Phase II engineering studies for the Beverly Road Bicycle Facility and Resurfacing projects (see Transportation Projects List for more information).

#### **FUNDING UPDATES**

#### Rebuild Illinois Capital Plan Funds

The Village has been unsuccessful in accessing the Rebuild Illinois capital funds that were approved in the State's 2019 capital plan. A total of \$500,000 was designated for two Village street reconstruction projects (listed below). Staff continues to monitor the release of these funds and possible reallocation of funds for the projects that cannot be deferred any longer. Flagstaff Lane is included in the 2021 Street Revitalization Program as it can no longer be deferred.

Legislative Description	Project	Type of Work	Funding
Flagstaff Lane	Washington to Grand Canyon	Reconstruction	\$300,000
General	Infrastructure TBD	Likely reconstruction	\$200,000

#### Local Rebuild Illinois Bond Funds

The State is distributing additional funds from Rebuild Illinois bond sales to municipalities based on the MFT formula over the next several years. The Village received two distributions of \$570,000 each in May and August of 2020, for a total of \$1,400,000. It is expected that an additional disbursement of \$570,000 will be received in May 2021, for a total of \$1,710,000. Pursuant to IDOT technical guidance, the plan is to use these funds annually to pay for street reconstruction work as part of the annual Street Revitalization Project. The 2021 budget and approved project locations for the 2021 Street Revitalization Project assumed a receipt of the full \$1,710,000 of Rebuild Illinois bond funds. Since funds cannot be expended prior to being received, a delay of the receipt of the third disbursement (expected in May) will require a discussion of alternatives at the time of 2021 Street Revitalization Project contract award.

#### **BIKE / PEDESTRIAN ACTIVITIES**

#### NACTO Releases Streets for Pandemic Response and Recovery Guide

Streets for Pandemic Response and Recovery compiles emerging practices from around the world and includes implementation resources for cities and their partners. Recognizing the rapidly changing nature of this pandemic, Streets for Pandemic Response and Recovery will be revised and expanded to include new strategies, address changing conditions, and provide the best possible information on each design practice. Some of the emerging street strategies discussed include slow streets, safe crossings, sidewalk expansions, outdoor dining areas, pick-up and delivery zones, and others. Visit <a href="https://nacto.org/publication/streets-for-pandemic-response-recovery/">https://nacto.org/publication/streets-for-pandemic-response-recovery/</a> to view the entire guide.

#### TRANSIT UPDATES

#### Regional Transportation Authority Human Services Transportation Plan

The RTA is completing an update to its Human Services Transportation Plan, which outlined recommendations to improve mobility for older adults, individual with disabilities, and low income residents in the Chicago region. A copy of the draft plan is available on the RTA website at www.rtachicago.org.

#### **COVID-19 Dashboard**

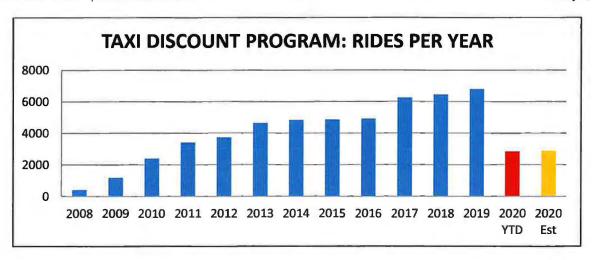
Based on the RTA region-wide dashboard, regional travel on all modes (driving, transit, and other) is down 15% as of January 22 2021 compared to March 2020. 2020 daily system wide (Metra, Pace, CTA) ridership compared to 2019 is down 74%. Current data shows ridership resilience as strongest for bus services, both in the suburbs and the city, with Metra seeing the greatest overall declines in ridership. See the dashboard on the RTA website at <a href="https://www.rtachicago.org">www.rtachicago.org</a>.

#### Pace Suburban Bus Update

Due to staffing changes within Pace, the preparation of regular monthly reports of route ridership have been put on hold. 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 752 residents have registered for the program, with 371 current eligible registrants. 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 mid-December. The graph shows the effects due to pandemic to date and reflects an estimate of annual use.



#### REGIONAL TRANSPORTATION UPDATES

#### O'Hare Noise Compatibility Commission Participation

The O'Hare Noise Compatibility Commission (ONCC) was established pursuant to an Intergovernmental Agreement between the City of Chicago and member communities in 1996. The focus of the ONCC is to provide a common forum for interested parties to have a voice in noise issues impacting the region related to O'Hare. The Village has been a member of the ONCC since its inception. The Intergovernmental Agreement has been extended a number of times, with the most recent extension approved in 2016, which expired on December 31, 2020. An amended Intergovernmental Agreement extending the term of the agreement through December 31, 2025 is being considered on February 8 by the Transportation and Road Improvement Committee.

#### **CMAP Regional Traffic Safety Action Agenda**

In response to traffic safety worsening in the northeastern Illinois region before and after the pandemic began, CMAP has initiated work on a Regional Traffic Safety Action Agenda. This initiative will address speed management, pedestrian and bicycle safety, and other factors that make our roads and walkways safer for all travelers. While examining why travel is becoming more hazardous, CMAP will work with partners to address safety issues in a way that adapts to evolving trends. More information can be found at <a href="https://www.cmap.illinois.gov/updates/weekly">www.cmap.illinois.gov/updates/weekly</a>.

#### MISCELLANEOUS ACTIVITIES

#### **Transportation Planner Recruitment**

A conditional offer has been extended and accepted. The candidate is continuing through post offer testing with an expected start date of March 1.

#### **Website Updates**

With the official transition of the Transportation Division to the Planning and Transportation Division starting in 2021, staff is working on modifying the Village website and other applicable Department forms and documents.

#### **Other Ongoing Activities**

- Traffic data, site plans, and inspections are ongoing for a variety of projects which are in the project development and review stage.
- Various building permit reviews.
- Traffic data collection and analysis is ongoing to build the database.

Project	Scope	Grants	Status
Transportation Projects Under	Construction		
2020 Street Revitalization Project Lead Agency: VOHE	The 2020 program includes 36 street segments, 3 reconstruction and 33 resurfacing, and associated storm sewer improvements.	N/A	Construction completed and punch list work is ongoing. Progress updates can be found on the Village website at www.hoffmanestates.org/roadconstruction.
Barrington Road Interchange Lead Agency: Tollway	Construct ramps to and from the west to complete a full interchange at Barrington Road	N/A	Punch list work is underway by Tollway. Reconciliation of all costs related to the interchange will occur once there is agreement on accepting all the improvements under Village maintenance as identified in the IGA.
Shoe Factory Road Path (East- West Section) Lead Agency: VOHE	Paving the path in the Forest Preserve between IL 59 and the railroad right of way. (Original scope also included north-south section of path crossing underneath I-90 and Hoffman Boulevard).	ITEP funding	Construction is completed and path is open for use. The Forest Preserve and Park District will be invoiced for their remaining shares once a final estimate of construction costs is available. The Village will receive full reimbursement for the Phase III engineering services.
Transportation Projects In Des	ign		
2021 Street Revitalization Project Lead Agency: VOHE	The 2021 program includes 7 reconstruction street segments, 15 resurfacing street segments, and 8 structural overlay street segments.	N/A	Design of the 2021 Street Revitalization Program is nearing completion. The bid is expected to be released in February with contract award consideration by the Village Board in March.
Barrington Road Widening Algonquin to Central Road Lead Agency: IDOT	Widen Barrington Road to a consistent four lane cross-section between Algonquin Road and Central Road with off-street bike path	N/A	Phase I engineering complete, Phase II engineering to begin shortly. The State selected a consultant for Phase II engineering and work will begin once the design contract is finalized. 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.
Beverly Road Bicycle Facility and Resurfacing Lead Agency: VOHE	Resurfacing of Beverly Road from Prairie Stone Parkway to Beacon Pointe Drive and construction of a barrier separated off-street bicycle path on the west side of Beverly Road.	Invest in Cook funding for Phase I and Phase II engineering	Phase I engineering expected to be completed by spring 2021, Phase II engineering expected to begin in mid-2021. In November, Cook County approved an amendment to the IGA extending the completion deadline for Phase I from the end of 2020 to August 2021. Invest in Cook grant funds were awarded for Phase II engineering. The grant will cover 50% of the Phase II engineering costs up to \$100,000. The Village's local share will be funded by the Western Corridor Fund. The Village received a draft IGA for Phase II engineering from Cook County in late November, which is under staff review. This process will get underway once a clear date for Phase I engineering approval is known.

Transportation Projects In Desi	gn (Continued)		
Lead Agency: VOHE (bike	Align an off-street 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.	Access to Transit funding for construction	Phase I engineering is completed, Phase II engineering expected to begin in 2021. Cook County included design of this path with preliminary engineering plans to reconstruct Central Road. Discussions are ongoing with the County regarding timing of Phase II engineering as it relates to the two projects—bike path (Village) and reconstruction (County). A RTA Access to Transit grant application was selected for funding of the construction of the bike path. The Village is awaiting final CMAQ award announcement for the funding expected in spring 2021. The Phase I engineering must be finalized by spring 2021 to be eligible for CMAQ construction funding for the path.
Jones Road and Salem Drive Resurfacing - STP 2021 Projects Lead Agency: VOHE	Resurface Jones Road from Rosedale Lane to Highland Boulevard and Salem Drive from Bode Road south to the Village limits.	STP Funds (75% for construction/Phase III engineering costs)	Phase I engineering complete, Phase II engineering nearing completion, construction expected spring 2021. CMAP approved the FFY 2021 – 2025 STP-Local program, which includes funding for the Jones Road and Salem Drive Resurfacing projects (construction and construction engineering costs). The Phase II engineering is nearing completion by the Village's consultant, Civiltech. The Village awarded a contract to V3 Engineering for Phase III construction engineering services in October. The required local agency agreements for the project were approved by the Village Board in December 2020. The project is scheduled for IDOT letting in April 2021.
Golf Road and Barrington Road Intersection Improvements Lead Agency: IDOT	Intersection evaluation to address capacity and safety pedestrian enhancements	N/A	Phase I engineering in progress. Evaluation of additional left turn capacity on Golf Road at Barrington Road and to convert the signal operation to allow left turns only on a green arrow. Pedestrian improvements to create improved crossings on all four legs of the intersection and some path work in the Forest Preserve are also being reviewed. Village staff is providing information in support of IDOT's work.
Higgins Road and Huntington Boulevard Intersection Study Lead Agency: IDOT	Intersection evaluation of possible turn lanes on Higgins and pedestrian and bicycle enhancements	N/A	Phase I engineering in progress. IDOT converted the left turn signal operations to allow left turns from Higgins Road only on green arrows several years ago. Village staff provided comments to IDOT on bike/ped 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.
Shoe Factory Road and Off-Street Path Lead Agency: Cook County	Widen and reconstruct Shoe Factory Road from east of Beverly Road to Essex Drive with off-road path north of Shoe Factory Road, west of Beverly	N/A	Phase I engineering complete, Phase II engineering is ongoing. ComEd is currently performing a conflict analysis and its legal department is evaluating existing easements and agreements for ComEd facilities. ROW still must be finalized and property rights acquired which could very likely extend into all of 2021. The timing of construction will depend upon the length of the ROW 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. This will lead to a formal intergovernmental agreement for construction, inspection, cost sharing, and maintenance responsibilities.