

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND
THE CHICAGO DEPARTMENT OF TRANSPORTATION
TO COLLABORATE ON TRAFFIC SAFETY INFRASTRUCTURE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of this ____ day of January, 2023 (the “Effective Date”), by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION (“IDOT”), and the CHICAGO DEPARTMENT OF TRANSPORTATION (“CDOT”), individually referred to as “PARTY” and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, IDOT is an agency of the State of Illinois (“State”), responsible for the State’s transportation system for all roadway users, including the administration of state and federal funding for state and local transportation projects; and

WHEREAS, CDOT is a department within the City of Chicago (“City”), and a highway authority under the Illinois Highway Code (605 ILCS 5/2-213), responsible for the City’s transportation system for all roadway users; and

WHEREAS, IDOT and CDOT are each committed to improving roadway safety, including pedestrian and bicyclist safety, and have worked collaboratively in the past to reduce roadway crashes and user injuries; and

WHEREAS, the Parties currently meet frequently to discuss infrastructure design and process improvements; and

WHEREAS, the Federal Highway Administration (“FHWA”) noted non-motorist fatalities increased by 44 percent from 2010 to 2019; and

WHEREAS, the City has seen a similar increase in pedestrian and bicyclist crashes that result in fatalities and critical injury; and

WHEREAS, the Parties seek to address this problem proactively and collaboratively to improve the safety for all roadway users, particularly vulnerable users, by enhancing existing communication channels; and

WHEREAS, the City is prepared to accept additional responsibility and greater accountability for infrastructure design and compliance; and

WHEREAS, the Parties recognize the need to increase their collaboration and communication to identify additional actions and changes to continue improving safety in roadway design, operation, and maintenance.

NOW, THEREFORE, the PARTIES hereto agree to the following:

I. Improved Implementation of Traffic Safety Infrastructure in City

A. Purpose

1. This MOU outlines an understanding between IDOT and CDOT on established process, design, and administrative strategies to improve the quantity, quality, and pace of CDOT's implementation of traffic safety infrastructure in the City.
2. This MOU seeks to identify a menu of traffic safety infrastructure that the Parties agree upon for implementation in the City.
3. Due to the complexities of traffic safety issues as well as the multifaceted solutions to address them, the Parties agree to establish a working group to discuss specific technical requirements needed to identify additional measures and improvements to address safety and continually update the schedules of this MOU.
4. The Parties will examine internal processes in which both Parties can streamline the review and approval process for improvements along City streets. This examination may necessarily include FHWA for federally-funded projects.

B. Scope: Unless otherwise noted herein the contents of this MOU apply to:

1. All streets in the City, excluding freeways, full-access controlled roadways, and roadways where pedestrian and/or bicyclists are prohibited, for which IDOT has jurisdiction or oversight, regardless of funding source.
2. Projects where CDOT plans resurfacing, rehabilitation, and restoration (3R) projects, as defined in, and governed by Chapter 49-4 of IDOT's Bureau of Design and Environment manual ("BDE Manual") or Chapter 33-2 of its Bureau of Local Roads and Streets manual ("BLRS Manual").

II. Standardized Traffic Safety Infrastructure Menu

A. The Parties have identified the need for a Menu of Standardized Traffic Safety Infrastructure ("Menu") from which CDOT will self-certify designs and are not subject to comprehensive IDOT review prior to installation.

1. The Parties have agreed to develop a framework for the City to assume responsibility for compliance of ADA Pedestrian Curb Ramps. The Parties will work collaboratively and in good faith to draft an agreement that grants the City autonomy for ADA Pedestrian Curb Ramps, to the extent permitted by law, where the City will assume liability and compliance responsibility, while meeting all obligations under applicable laws and

policies. The agreement shall apply to all CDOT projects, both 3R and new construction.

2. The Parties establish that 10-foot-wide vehicular lanes are the minimum width of lane, however wider lanes should be considered where contextually appropriate.

3. This MOU clarifies Design Vehicle parameters for various street classifications and intersections to be used when CDOT designs and installs traffic safety infrastructure. When addressing minimum design, the BDE Manual states that “[e]ncroachment onto the opposing lanes of travel is permitted, but not desirable.” BDE Manual Section 36-108(b). The Parties have discussed and understand that IDOT’s interpretation of its BDE Manual and BLRS Manual allows CDOT to design and install 3R intersection improvements where an encroachment previously existed, so long as any resulting encroachment is no worse than existing, subject to crash data review. The Parties intend for the working group, defined herein, to develop standard templates for common cross sections for curb extensions that minimize encroachments to the greatest extent practicable. Ideally designs will not exacerbate an existing encroachment. Any exceptions required would be processed in an expedited fashion. The specific list of agreed-upon design vehicle parameters is incorporated into this MOU and attached as Schedule A.

B. The Parties will, through the working group described below, identify additional opportunities for CDOT to assume responsibility for compliance of some infrastructure designs. For example, the Parties anticipate projects on streets, where design exceptions have historically been universally approved when select prerequisite criteria are met may be added to the Menu. The Parties will also examine the feasibility of including pedestrian and bicycle safety design features, which could include, without limitation, curb extensions or “bumpouts,” signalized pedestrian crossings, and Complete Street elements.

C. Any infrastructure elements agreed to by the Parties will be added to the Menu. The specific Menu and requirements, if any, shall be incorporated into this MOU by addendum, and attached as Schedule B.

III. Traffic Safety Working Group

A. IDOT and CDOT agree to establish a Traffic Safety Working Group (“Working Group”). The Working Group will collaborate on identifying systematic safety improvements using increased funding from various outlets; examine the technical aspects of safety issues; identify elements to be incorporated into the Menu to improve the quality, quantity, and pace of implementation; and continually update the schedules of this MOU.

B. The Working Group will be comprised of relevant IDOT and CDOT staff, and may include additional parties, such as FHWA and Chicago Metropolitan Agency for Planning (“CMAP”) staff, where appropriate and agreed on by both Parties. The Working Group will meet at a frequency, date, and time established by the Parties. IDOT will notify all Working Group members in advance of meeting

times, location, and will work jointly with CDOT to establish agendas. Remote meetings will be acceptable.

C. IDOT's Secretary and CDOT's Commissioner, or their respective designees, should periodically assess the Working Group's product to determine the effectiveness of its actions. They will determine the timing and level of specificity that is reasonable and necessary for this periodic assessment.

IV. Policies and Practices for Evaluating Procedural Efficiencies

A. The Working Group will seek to identify a streamlined process for IDOT to approve design exceptions to either its BDE Manual or BLRS Manual, as applicable. The establishment of streamlined processes will include actions and responsibilities for both Parties and apply for all potential funding sources.

B. The Working Group will review the existing policies, procedures, and requirements for conducting Intersection Design Studies (IDS), and evaluate feasibility to streamline methods and standards.

C. IDOT and CDOT will work together to prioritize and expedite project and permit approvals based on each Party's priorities. These priorities will be reviewed quarterly for each Party's benefit.

D. The specific process for streamlined approvals will be incorporated into this MOU by addendum and attached as Schedule C.

V. Corridor Safety Reviews

The Parties agree that multi-disciplinary corridor safety reviews specifically focused on pedestrian and bicycle crashes are needed and will be completed in a time frame agreed upon by the Working Group. The Working Group will identify specific locations, agree on criteria for consideration and review, select who will conduct the reviews, and establish time frames for completion.

VI. Additional Provisions

A. Record Retention: Each party shall comply with applicable laws related to record retention and audit availability.

B. Modification: The Parties may, by mutual consent, amend this MOU. Amendments shall be in writing and signed by each Party.

C. Entire Agreement: The MOU, including any attachments or amendments, constitutes the entire MOU between the Parties concerning the subject matter of this MOU. Modifications and waivers must be in writing and signed by the authorized representatives of each Party.

D. Binding: This MOU, including Working Group findings, do not constitute an agreement between the Parties and is not binding on either Party. It shall not be cited as authority for an action by either Party and shall not be used a precedent for action by any other party or governmental body.

E. Termination: Either Party may terminate this MOU and cease Working Group meetings upon not less than thirty (30) days' prior written notice to the other Party.

F. Any action taken pursuant to this MOU must comply with all federal, state, and local laws and regulations, including without limitation the Stewardship and Oversight Agreement on Project Assumption and Program Oversight, between IDOT and the Federal Highway Administration, Illinois Division. Nothing in this MOU shall affect either Party's obligations to comply with the National Environmental Protection Act, 42 U.S.C. §§ 4321 et. seq, or any other law. The Party taking an action under this MOU shall be responsible for, and shall not hinder the other Party from, compliance with all applicable laws.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by persons duly authorized as of the Effective Date.

**For IDOT:
Illinois Department of Transportation**

By:  _____

Title: Secretary

Date: 01/04/2023

**For CDOT:
Chicago Department of
Tra**

By:  _____

Title: Commissioner

Date: 01/04/2023

SCHEDULE A

Design Vehicle Selection

TABLE 1.1 – Design Vehicle Selection for State Route Intersections with Local Streets for 3R projects.

From	To	Design Vehicle
Local Street	State Route	S-BUS-40
State Route	Local Street	S-BUS-40

The standard design vehicle with encroachment for turning movements to/from a street under the jurisdiction of IDOT is a WB-65. Where an ordinance is established and an accompanying sign is installed implementing vehicle weight restrictions, per 625 ILCS 5/15-107(e), on a Local Street intersecting a State Jurisdiction Route, the Design Vehicle with encroachment shall be an S-BUS-40 as described in Table 1.1.

SCHEDULE B

STANDARDIZED TRAFFIC SAFETY INFRASTRUCTURE MENU

1. ADA Pedestrian Curb Ramps - See CDOT Requirements for Construction in the Public Way Appendix B – ADA Standards for construction and design details.
2. Vehicular lane width: 10-foot-wide vehicular lanes are the minimum width of lane, however wider lanes should be considered where contextually appropriate.
3. Design Vehicle for traffic safety infrastructure – See Schedule A.

SCHEDULE C

Summary of Streamlined Process for Design Exception Processing

[TO BE ADDED BY WORKING GROUP]