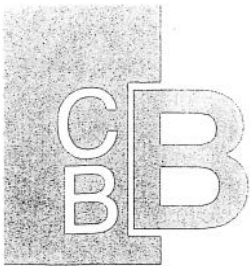


TABLE D-4
List of Miscellaneous Letters

Date of Letter	Author	Description	Page Number
January 31, 2008	CBBEL to Cook County Assessor's Office	Inter-agency agreement GIS data	D_4-1
November 19, 2008	CBBEL to DuPage County Department of Economic Development and Planning	FOIA request	D_4-10
December 11, 2008	CBBEL to FPDCC	Wildlife species list	D_4-11
January 23, 2009	CPRR	South Connection Options	D_4-12
February 9, 2009	UPRR	Memorandum of call discussing South Connection Options	D_4-16
April 6, 2009	UPRR	South Connection Option C (email)	D_4-17
May 22, 2009	CBBEL to IDOT	Environmental Survey Request	D_4-18
June 2, 2009	CBBEL to IDOT	Environmental Survey Request	D_4-20



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

[January 31, 2008]

Cook County Assessor's Office
Attn: Chief Legal Counsel
118 North Clark Street
Room 312
Chicago, Illinois 60602

Re: Consultant Letter
Inter-Agency Agreement between the Cook County Assessor's
Office and Illinois Department of Transportation ("Agency"),
Dated January 31, 2008

Dear Chief Legal Counsel:

This letter concerns the agreement listed above (the "Agreement") and is an acknowledgement by Christopher Burke Engineering ("Consultant") of its obligations under the Agreement.

Consultant has received and reviewed the Agreement, pursuant to which the Cook County Assessor's Office has agreed to provide certain data to Agency. Consultant wishes to receive such data on behalf of Agency as agent for Agency and agrees at all times to act in accordance with the Agreement, including, but not limited to, the data request procedures described in the Exhibits to the Agreement. Without affecting the liability of Agency under the Agreement, Consultant agrees to indemnify the Cook County Assessor's Office for breaches by Consultant of the Agreement as if Consultant were an original party to the Agreement (replacing the word Agency with Consultant), all in accordance with Section 8 of the Agreement.

This letter is being given by Consultant to induce the Cook County Assessor's Office to deliver to Consultant such data or to have such data forwarded to Consultant.

Sincerely,

**AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM**

This AGREEMENT is entered into as of the 7th day of December, 2007, by and between THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("Agency") and the Cook County Assessor's Office (the "CCAO").

WITNESSETH:

WHEREAS, the CCAO has developed a Geographic Information System (the "GIS") consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, "Assessor Data");

WHEREAS, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois ("Cook County");

WHEREAS, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

WHEREAS, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

WHEREAS, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

WHEREAS, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as follows:

For use with the GIS and/or Assessor Data only as a Decision Support Tool for Economic Corridor Development and Impact Assessments.

Agency agrees that access to the GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described above). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, ~~sale~~, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

SECTION 3. INFORMATION PROVIDED.

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an “Information Request”). Each Information Request is subject to approval of the CCAO.

SECTION 4. LIMITED LICENSE TO USE.

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

SECTION 5. TERM AND EXTENSION.

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

SECTION 6. DISCLAIMER OF WARRANTIES.

The GIS and the Assessor Data is provided “as is” without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT

LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

SECTION 7. LIMITATION OF LIABILITY.

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

SECTION 8. AGENCY INDEMNIFICATION.

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

SECTION 9. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 *et seq.* Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

SECTION 10. CONFIDENTIALITY.

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 11. MISCELLANEOUS.

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.
- (b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

**COOK COUNTY
ASSESSOR'S OFFICE**

Kevin Burden
Chief Deputy Assessor
Cook County Assessor's Office

Print Name:
Title: _____
Agency Name: _____

(312) 603-7575

Telephone Number:

Exhibit A: Assessment Data

~~The BUSINESS DEPARTMENT OF TRANSPORTATION~~ ("Agency") hereby requests access to **assessment data** in accordance with the Agreement, dated Dec 7th 2007, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a file of assessment data, which is maintained on the Cook County Mainframe. The CCAO will make the file of assessment data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

SEE ATTACHED FOR GEOGRAPHIC AREA

Tax Codes: _____

Municipality: _____

Permanent Index Number range: Attach additional sheet if necessary

Township: _____

Data Dictionary Requested

Requested by
Name: _____
Signature: _____
Date: _____

Exhibit D: Planimetric data

THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("Agency") hereby requests access to **planimetric data** in accordance with the Agreement, dated *Dec 7th 2007*, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of planimetric data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The planimetric data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's 8.x product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

See Attached for Geographic Area

- Permanent Index Number range: Attach additional sheet if necessary

- Municipality: _____

- Township: _____

Geographic Requested.

Requested by

Name: _____

Signature: _____

Date: _____

Exhibit E: Cadastral data

THE BUSINESS DEPARTMENT OF THE COUNTY OF COOK ("Agency") hereby requests access to **cadastral data** in accordance with the Agreement, dated Dec 7th 2007, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of cadastral data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement. The cadastral data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's 8.x product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

See attached file for geographic area

Permanent Index Number range: Attach additional sheet if necessary

Municipality: _____

Township: _____

Geographic Request

Requested by

Name: _____

Signature: _____

Date: _____

County: Cook County

<i>Township,</i>	<i>Range,</i>	<i>Section</i>	<i>Township,</i>	<i>Range,</i>	<i>Section</i>
39N,	12E,	4	39N,	12E,	5
39N,	12E,	6	39N,	12E,	7
39N,	12E,	8	39N,	12E,	9
39N,	12E,	17	39N,	12E,	18
40N,	12E,	2	40N,	12E,	3
40N,	12E,	4	40N,	12E,	5
40N,	12E,	6	40N,	12E,	7
40N,	12E,	8	40N,	12E,	9
40N,	12E,	10	40N,	12E,	11
40N,	12E,	14	40N,	12E,	15
40N,	12E,	16	40N,	12E,	17
40N,	12E,	18	40N,	12E,	19
40N,	12E,	20	40N,	12E,	21
40N,	12E,	22	40N,	12E,	23
40N,	12E,	27	40N,	12E,	28
40N,	12E,	29	40N,	12E,	30
40N,	12E,	31	40N,	12E,	32
40N,	12E,	33	40N,	12E,	34
41N,	10E,	1	41N,	10E,	2
41N,	10E,	3	41N,	10E,	10
41N,	10E,	11	41N,	10E,	12
41N,	10E,	13	41N,	10E,	14
41N,	10E,	15	41N,	10E,	22
41N,	10E,	23	41N,	10E,	24
41N,	10E,	25	41N,	10E,	26
41N,	10E,	27	41N,	10E,	34
41N,	10E,	35	41N,	10E,	36
41N,	11E,	4	41N,	11E,	5
41N,	11E,	6	41N,	11E,	7
41N,	11E,	8	41N,	11E,	9
41N,	11E,	10	41N,	11E,	11
41N,	11E,	12	41N,	11E,	13
41N,	11E,	14	41N,	11E,	15
41N,	11E,	16	41N,	11E,	17
41N,	11E,	18	41N,	11E,	19
41N,	11E,	20	41N,	11E,	21
41N,	11E,	22	41N,	11E,	23
41N,	11E,	24	41N,	11E,	25
41N,	11E,	26	41N,	11E,	27
41N,	11E,	28	41N,	11E,	29
41N,	11E,	30	41N,	11E,	31
41N,	11E,	32	41N,	11E,	33
41N,	11E,	34	41N,	11E,	35
41N,	11E,	36	41N,	12E,	17
41N,	12E,	18	41N,	12E,	19
41N,	12E,	20	41N,	12E,	21
41N,	12E,	22	41N,	12E,	26
41N,	12E,	27	41N,	12E,	28
41N,	12E,	29	41N,	12E,	30
41N,	12E,	31	41N,	12E,	32
41N,	12E,	33	41N,	12E,	34
41N,	12E,	35	42N,	10E,	22
42N,	10E,	23	42N,	10E,	25
42N,	10E,	26	42N,	10E,	27
42N,	10E,	28	42N,	10E,	33
42N,	10E,	34	42N,	10E,	35
42N,	10E,	36	42N,	11E,	30
42N,	11E,	31	42N,	11E,	32
42N,	11E,	33			

DuPage County
REQUEST FOR PUBLIC RECORDS
Under the Illinois Freedom Of Information Act

Company Name (If Applicable) Or Organization (If Any) Christopher B. Burke Engineering, Ltd.	Business Phone # Area Code (847) 823 -- 0500
Requestor's Name Chinliang Wang, PE	Daytime Phone # Area Code (847) 823 -- 0500
Address (Street And Number) 9575 W. Higgins Road, Suite 600	Home Phone # Area Code () --
City State Zip Rosemont IL 60018	E-mail Address cwang@cbbel.com

- I wish to **inspect** these items.
 I would like **copies** of these items.
 I would like to **both** inspect these items and obtain copies of them.

Pursuant to the Freedom of Information Act describe in detail the public record you're requesting (Attach additional sheets if necessary) Existing and proposed (after implementation of the Bensenville flood control project) floodplain and floodway boundary maps for North and South Tributaries to Willow Creek, Bensenville, DuPage County, IL.

For what purpose are you requesting the information (Attach additional sheets if necessary)
 IDOT would like to use the updated information in the selection of their geometric alternatives for the Elgin O'Hare West Bypass.

- By checking this box it acts as my signature, I acknowledge that the Freedom of Information Act is not intended:
- ◆ To violate individual privacy;
 - ◆ For the purpose of futhering a commercial enterprise;
 - ◆ To disrupt the duly undertaken work of the public body.

I understand the Department has seven (7) business days to respond following the date the request is received. I also understand the Department may take seven (7) additional business days, if necessary, to full my request. I further understand that if it is determined that some or all of the requested materials may not be disclosed, I will receive a written denial including the reason for denial and explaining my legal right to appeal. I also understand that I may be charged with costs associated with this request.

Nov 19, 2008

Date

PLEASE SUBMIT THIS COMPLETED REQUEST TO:

Director of Human Resources
 FOIA Request
 DuPage County
 421 N. County Farm Road
 Wheaton, IL 60187
 Telephone No: (630) 407-6300
 Fax No: (630) 407-6301

FOR OFFICE USE ONLY:

Date Request Received: _____
 Date Response Due: _____
 Request Forwarded to: _____ Date: _____
 Copying Fee Received. Date: _____
 Amount: \$ _____ Cash _____ Check # _____

Submit FOIA Form

FOR OFFICE USE ONLY

Notes _____



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

December 11, 2008

Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, IL 60305

Attention: Richard Newhard, Director of Resource Management

Subject: Elgin O'Hare – West Bypass
Request for Wildlife Species Lists

Dear Mr. Newhard:

We are collecting information for the Tier One Environmental Impact Statement (EIS) associated with the proposed Elgin O'Hare – West Bypass (EOWB), an Illinois Department of Transportation sponsored project. The study area covers approximately 128 square miles in Cook and DuPage Counties, Illinois. See attached location map.

As part of this study, we are requesting wildlife species lists for the Cook County portion of the study area, which includes the following Forest Preserve District holdings:

- Des Plaines River Corridor
 - Axehead Lake
 - Catherine Chevalier Woods
 - Che-Che-Pin-Qua Woods
 - Chippewa Woods
 - Iroquois Woods
 - Robinson Woods
 - Schiller Woods
- Ned Brown Preserve

We request wildlife species lists for birds, mammals, reptiles, amphibians, fish, and mussels that you may have for the above-mentioned preserves located within the EOWB study limits. Please distinguish between migratory, resident, and/or nesting bird species, if possible.

We would appreciate any wildlife information that you could provide. If you need additional information or have any questions, please contact Pete Knysz at (847) 823-0500.

Sincerely,

Peter M. Knysz
Senior Environmental Resource Specialist



CANADIAN PACIFIC RAILWAY

January 23rd 2009

Larry Martin
CH2M Hill
8501 W. Higgins Rd.
Chicago IL 60631

Mr. Martin,

Attached are revised minutes from the meeting of December 10th, 2008. While Canadian Pacific (CP) is in general agreement with the revised minutes, nothing contained herein shall be construed as explicit endorsement or acceptance of any of the proposed alignments or associated work.

As currently proposed, Alignments E, F, and G are unacceptable to CP. These alignments would result in severe disruption to railway operations and are therefore not acceptable to CP.

Proposed Options A, B, C, and D may be considered by CP provided construction results in zero impact to railway operations and all CP property impacted is replaced, relocated, or otherwise compensated for. Any consideration of these options must be reviewed by all departments within CP and may include additional requirements not otherwise noted.

On a preliminary basis, CP encourages IDOT to pursue Options A-D. When IDOT has selected a preferred alignment the following individuals should be contacted to develop formal agreements:

David S. Drach
Director, Real Estate Marketing, U.S.
Canadian Pacific
501 Marquette Ave. S., Suite 1525
Minneapolis, MN 55402
612-904-6139

James H. Krieger
Engineer, Public Works
Canadian Pacific
501 Marquette Ave. S., Ste 1510
Minneapolis, MN 55402
612-904-5994

If you have any questions or comments please contact me.

Sincerely,

Nate Schutte, P.E. (MN)
Project Engineer
Canadian Pacific
501 Marquette Ave. S., Suite 1510
Minneapolis, MN 55402
612-904-5945

ENC: CP Notes - 081210_MM_CPRRConfMtg_D.doc

FINAL MEETING SUMMARY

CH2MHILL

MEETING SUBJECT: Elgin O'Hare - West Bypass
CP Railroad Conference Meeting **RECORDER:** CH2M HILL/Lisa
Sagami

MEETING DATE & TIME: December 10, 2008, 10:00 AM **PREPARATION DATE:** December 15,
2008

MEETING LOCATION: Conference Meeting

ISSUE STATUS: Draft for Review Final

ATTENDEE NAME	ORGANIZATION	E-MAIL
Nate Schutte	Canadian Pacific Railway	nate_schutte@cpr.ca
Pete Harmet	IDOT	pete.harmet@illinois.gov
Larry Wilson	IDOT	larry.wilson@illinois.gov
Ron Krall	SEC Group, Inc.	ronald.krall@illinois.gov
Pat Pechnick	SEC Group, Inc.	ppechnick@secgroupinc.com
Patrick Bryant	STV Group, Inc.	
Jean-Alix Peralte	STV Group, Inc.	peraltj@stvinc.com
Joanne Schroeder	VSA	jschroeder@vleclides-schroeder.com
Lidia Pilecky	CH2M HILL	lpilecky@ch2m.com
Larry Martin	CH2M HILL	lmartin@ch2m.com
Cheng Soong	CH2M HILL	csoong@ch2m.com
Lisa Sagami	CH2M HILL	lsagami@ch2m.com

A conference meeting was held between representatives of IDOT, the Elgin O'Hare – West Bypass project team, and the Canadian Pacific Railroad. The purpose of the meeting was to obtain input regarding impacts of the O'Hare Bypass South Alignment Options on freight rail operations, particularly on the Bensenville Yard. An exhibit depicting the alignment options was distributed to meeting participants. CH2M HILL provided a general description of alignment options A through G, including the potential refinement of options A through D west of the UP crossing of the Bensenville Yard.

The following is a list of the issues, concerns, and comments raised during the meeting.

- CP understood the rationale for realigning A-D in the vicinity of Green Street to provide a 300' frontage for commercial development. The displacement of the turntable and machine shop was not a major issue if they are relocated or replaced in kind.
- CP indicated that operations at the east end of the Bensenville Yard are most important and that any construction within the yard could cause major disruptions to their operations and to the region's freight movement. Much of the regions' freight passes through this area.
- CP agreed that Option F which crosses the freight yard three times should be considered a fatal flaw. The ability to maintain freight operations in this scenario is not a feasible or a reasonable assumption. Further the volume of rail traffic entering the east end of the yard and the management of rail traffic to construct the SB ramp to I-294 would be unworkable.
- CP agreed that Option E which crosses the freight yard twice should also be considered a fatal flaw for the same reasons as those stated above. Further Option E interrupts the nerve center of the operation (the hump yard operation) which would cause intermittent shut down of the hump

during construction. Cars would have to be flat switched and reduce the capacity of the yard by more than 50%. This is an unacceptable condition.

- CP noted that Option G crosses the yard in at least two locations which would cause a major reduction in the yards capacity because of temporary track and signal modification in numerous locations. Further, CP noted that elevated sections of this alignment would require extensive staging, further disrupting their operations.
- CP offered that any roadway which straddles the UP tracks (such as with Option C) would be very disruptive to freight operations along this heavily used corridor; however, they deferred to the UP RR for their input.
- All options will impact the west end of the yard which will require the relocation of the turntable. CP expressed that while the turntable is still used, relocation is a feasible option. Relocation or replacement of the affected shop building would be required as well.
- CP stated that construction of the tunnel construction at the west end of the yard appears to be feasible if constructed in stages.
- CP noted that any option that spans across the freight yard, especially long spans, will severely limit options for potential reconfiguration of the Bensenville Yard.

Elgin O'Hare - West Bypass

TO: IDOT

FROM: Larry Martin / CH2M HILL and Paul Bobby / STV, Inc.

DATE: February 9, 2009

SUBJECT: January 16, 2009 – Union Pacific Railroad Call with Rich Ellison

- Telephone discussions were held with Project Coordinator, Rich Ellison (Union Pacific) and Midwest Track Manager, Paul Bobby (STV). Rich Ellison can be reached at 708-649-5214 or richardellison@up.com.
- Paul Bobby provided an update of the Elgin O'Hare – West Bypass project and identified the purpose of the call was to discuss the remaining four South Connections (A, B, C, D) in more detail. Connection A is located in a corridor along the County Line Road. Connection B is located along a corridor just west of the UP (Milwaukee Sub between Proviso and Bryn Mawr). Connection C is located along a corridor directly above the ROW of the UP (Milwaukee Sub between Proviso and Bryn Mawr). Connection D is located along a corridor just east of the UP (Milwaukee Sub between Proviso and Bryn Mawr).
- The focus of the call was to discuss operational requirements and construction impacts for Connection C located directly over the UP ROW. STV presented a conceptual staging plan, which used a temporary alignment off-set of 100 feet to the west of the existing main line. The maximum speed supported by this temporary alignment would be 20 mph.
- Rich Ellison expressed that the UP would not entertain a temporary realignment for the construction of Connection C. The UP will need to maintain the existing 40 mph time table speed. There are currently 30 to 40 trains per day on this section of mainline. The construction of an overhead highway structure would require a minimum vertical clearance of 23'-4" and a minimum structure span (cross-section) of 100 feet. Maintenance of railroad traffic imposed by the UP would significantly limit the hours of overhead construction. Construction would not be allowed during train movement, thus it was estimated that less than four hours in a 24-hour period would be available. An average work shift would be only one to two hours of actual construction time.
- The other 3 connections and their potential impacts to the UP were also discussed. The following connections are listed in order of most preferred to least preferred as they relate to the Union Pacific:
 - Connection A
 - Connection B
 - Connection D
 - Connection C

Buckhout, Sarah/CHI

From: RICHARDELLISON@UP.COM [mailto:RICHARDELLISON@UP.COM]
Sent: Monday, April 06, 2009 3:15 PM
To: Paul E. Bobby
Subject: Re: FW: Summary of Today's Call

Richard Ellison
301 W. Lake St
Northlake, IL 60164
Industry & Public Projects
(708) 649-5210
FAX (708) 649-5418
richardellison@up.com

Union Pacific Railroad Company



April 6,2009

UP would not entertain a temporary realignment for the construction of Connection C. The UP will need to maintain the existing 40 mph time table speed. There are currently 12 trains per day in this section of mainline. The UP would consider the construction of an overhead highway structure provided that the minimum vertical clearance of 23'-4" is maintained and the proposed structure spanned the UP ROW (est. 100'). Limited work windows for erecting steel over the UP ROW can be accommodated if traffic will allow. However, they are not guaranteed and are not anticipated to be greater than 4hrs in a 24-hrs time period. Finish work on the deck can be done under traffic without a work window.

As for further review I will need a letter for authority to spend \$10,000 dollars. This is for preliminary engineering. which includes review of plans and site visits.

Richard Ellison
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Northlake IL. 60164
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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

May 22, 2009

Illinois Department of Transportation
District One
201 West Center Court
Schaumburg, IL 60196

Attention: Vanessa Ruiz, Environmental Studies Unit

Subject: DRAFT Environmental Survey Request
Elgin O'Hare – West Bypass (EO-WB)
Cook and DuPage Counties
IDOT Job No. P-91-443-06

Dear Ms. Ruiz:

As requested, we are submitting the attached DRAFT Environmental Survey Request (ESR) Form and supplemental information for the above referenced project for review and comment. Supplemental information was collected during preparation of the Tier One Environmental Impact Statement (EIS), and has been attached to assist in your data collection.

As depicted on the attached exhibits, the ESR limits are based on the current "footprints" for the finalist alternatives with added ESR buffer area to account for uncertainties associated with the concept level of geometry developed to date. As such, the ESR study limits extend approximately 500' from the edge of proposed alternative footprints and approximately one quarter mile from the footprint endpoints at highways, major crossroads, and/or interstates, but with considerable variations from location to location. For simplicity, the footprints were not depicted on the aerial exhibits.

The following information is included for your review:

Volume 1

- Tab 1
 - ESR Form
- Tab 2
 - Location Map (Exhibit 1)
 - Topographic Map (USGS Quadrangle) (Exhibit 2)
 - National Wetlands Inventory (NWI) Map (Exhibit 3)
 - DuPage County Wetland Inventory Map (Exhibit 4)
- Tab 3
 - Color Aerial Exhibit (Exhibit 5, Sheets 1-20)

Volume 2

- Tab 3
 - Color Aerial Exhibit (Exhibit 5, Sheets 21-37)
- Tab 4
 - Photo Log
- Tab 5
 - USFWS Coordination Letters:
 - February 5, 2008
 - April 10, 2008
 - January 29, 2009
- Tab 6
 - Special Waste Sites (Exhibit A-1)
 - CD-ROM with Special Waste Information
- Tab 7
 - Archaeological & Historic Resources Map (Exhibit A-2)
 - Special Lands Exhibit (Exhibit A-3)
 - Wetlands Exhibit (Exhibit A-4)

Please note that the photo log includes photographs of potential residential and commercial/industrial displacements within the proposed alternative footprints. As discussed, we are currently in the process of taking additional photographs of potentially historic structures located within the proposed ESR limits. These additional photographs will include structures that appear historic, but are not proposed displacements. The additional photographs will be included in the formal ESR submittal.

Please let us know if this approach to preparing the ESR is acceptable, and if you have any comments and/or questions to be addressed in the formal ESR submittal. If you need additional information or have any questions, please call Pete Knysz at (847) 823-0500.

Sincerely,



Peter M. Knysz
Manager, NPDES Policy & Enforcement



Larry Martin
Project Manager, CH2M Hill

cc (without attachments):
Ron Krall – IDOT/SEC Group
Mike Matkovic – CBBEL



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

June 2, 2009

Illinois Department of Transportation
District One
201 West Center Court
Schaumburg, IL 60196

Attention: Vanessa Ruiz, Environmental Studies Unit

Subject: Environmental Survey Request
Elgin O'Hare – West Bypass (EO-WB)
Cook and DuPage Counties
IDOT Job No. P-91-443-06

Dear Ms. Ruiz:

As requested, we are submitting the attached Environmental Survey Request (ESR) Form and supplemental information for the above-referenced project. Supplemental information was collected during preparation of the Tier One Environmental Impact Statement (EIS), and has been attached to assist in your data collection.

Based on coordination with your office, we prepared separate ESR submittal packages for your project file(s), Wetland Review, Cultural Resource Review, and Biological Review. Please see transmittal sheets for the contents of each package. We understand that the EO-WB Consultant Team has been tasked with preparing the Preliminary Environmental Site Assessment (PESA) for the ESR study area; therefore, a separate Special Waste Review package has not been submitted.

If you need additional information or have any questions, please call me at (847) 823-0500.

Sincerely,

Peter M. Knysz
Manager, NPDES Policy & Enforcement

Attachment

cc: Larry Martin - CH2M HILL
Ron Krall - IDOT/SEC Group
Mike Matkovic - CBBEL

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