

RESOLUTION NO. 20917

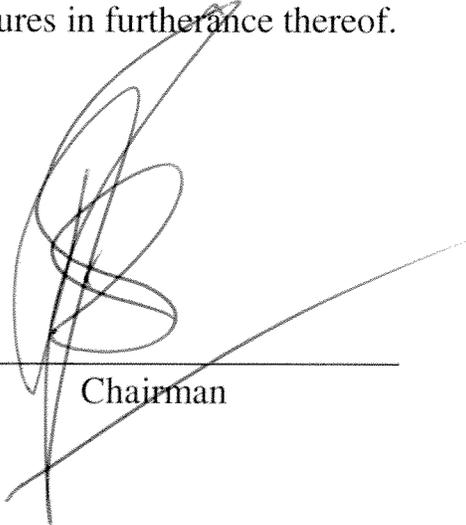
Background

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, the Illinois State Toll Highway Authority is obligated to reimburse the state health insurance program for retirees who served the Tollway, members of the State Police who served District 15, and those former employees receiving disability benefits through the State Employees Retirement System (SERS). A monthly invoice is sent to Central Management Services (CMS) for its review and approval. Payment in the amount of \$4,051,406.79 for 2015 is required to reimburse CMS for the cost of medical, dental and life insurance benefits.

Resolution

Reimbursement to Central Management Services ("CMS") of the State of Illinois for the Tollway's pro-rata share of the state's cost of medical, dental and life insurance benefits for retirees receiving pension or former employees receiving disability benefits through the State in the amount of \$4,051,406.79 is approved, and the Chief of Finance is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20918

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of the Illinois State Toll Highway Authority (the “Tollway”), requires the Tollway to provide to the extent reasonably obtainable and or otherwise described in the Indenture, property insurance coverage on the facilities of the Tollway System that are of an insurable nature and to provide use and occupancy insurance covering loss of revenues by reason of interruptions in the use of facilities of the Tollway System. The current coverage expires February 29, 2016, and it is advisable to continue such coverage.

In 2014 Central Management Services (CMS) of Illinois entered into a master contract with Mesirow Insurance Services, Inc. to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged the services with the Insurance Broker to obtain proposals for Property Insurance Protection.

It is now in the best interest of the Tollway to enter into (i) an agreement with RSUI Indemnity Company to provide property insurance coverage for the bridges, structures, and certain other assets outside of the Tollway’s Central Administration Facility, as well as business interruption insurance for loss of tolls, and (ii) an agreement with Chubb Insurance Group to provide property insurance coverage for the Tollway’s Central Administration Facility.

The Consulting Engineers have certified to the Tollway that the amounts of said coverage are in accordance with the requirements of the Indenture.

Resolution

RSUI Indemnity Company’s offer to provide blanket property insurance coverage through Mesirow Insurance Services, Inc., for the period March 1, 2016 through February 28, 2017 for an annual premium of \$889,202, subject to adjustments based on additional facilities or a large increase in replacement cost, is approved. Chubb Insurance Group’s offer to provide coverage of the Tollway’s Central Administration Facility for the period of March 1, 2016 through February 28, 2017 for an annual premium of \$49,870.00 through Mesirow Insurance

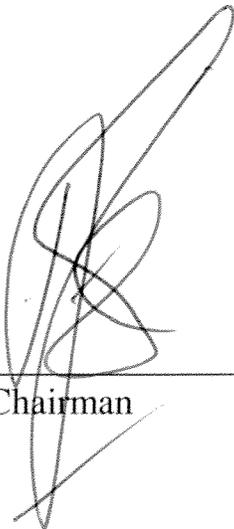
RESOLUTION NO. 20918

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Services, Inc. (for a combined annual premium of \$939,072.00), subject to adjustments for additional facilities or changes in replacement cost, is approved.

The Chairman or the Executive Director is authorized to execute any and all documents necessary to effectuate said insurance coverage, subject to the approval of the General Counsel, and the Chief of Finance is authorized to approve issuance of warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20919
AMENDING RESOLUTION NO. 20901

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended and the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the “Tollway”) and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the “Trustee”), effective March 31, 1999 as supplemented and amended to the date of adoption of this Resolution (the “Trust Indenture”) the Tollway is authorized to issue its revenue bonds for any lawful purpose.

Pursuant to the Ninth Supplemental Indenture dated as of November 1, 2007 as amended on March 1, 2008 and as amended and restated in the Amended and Restated Ninth Supplemental Indenture dated as of March 1, 2011 between the Tollway and the Trustee (the “Amended and Restated Ninth Supplemental Indenture”), which supplemented and amended the Trust Indenture, the Tollway issued its Toll Highway Variable Rate Senior Priority Revenue Bonds including, among other sub-series, 2007 Series A-1b in the aggregate principal amount of \$175,000,000 (the “2007A-1b Bonds”).

Pursuant to the terms of a Reimbursement Agreement dated March 1, 2014 related to the 2007A-1b Bonds, Mizuho Bank, Ltd. issued a Letter of Credit dated March 18, 2014 securing the 2007A-1b Bonds (the “2007A-1b Credit Facility”), as described in the Amended and Restated Ninth Supplemental Indenture, until March 18, 2016 (the “2007A-1b Stated Expiration Date”). The current per annum commitment fee for the 2007A-1b Credit Facility is 34 basis points.

Pursuant to the Tenth Supplemental Indenture dated February 1, 2008 as amended and restated in the Amended and Restated Tenth Supplemental Indenture dated as of February 1, 2011 between the Tollway and the Trustee, (the “Amended and Restated Tenth Supplemental Indenture”), which supplemented and amended

RESOLUTION NO. 20919
AMENDING RESOLUTION NO. 20901

continued - Background

the Trust Indenture, the Tollway issued, among other series, its Toll Highway Variable Rate Senior Refunding Revenue Bonds 2008 Series A-1a in the aggregate principal amount of \$191,500,000 (the "2008A-1a Bonds") and 2008 Series A-2 in the aggregate principal amount of \$95,800,000 (the "2008A-2 Bonds").

Pursuant to the terms of a Standby Bond Purchase Agreement dated February 1, 2011, as amended, related to the 2008A-1a Bonds (the "2008A-1a Liquidity Facility"), JPMorgan Chase Bank, N.A. provides, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-1a Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-1a Stated Expiration Date"). The current per annum commitment fee for the 2008A-1a Liquidity Facility is 56 basis points.

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-2 Bonds (the "2008A-2 Liquidity Facility"), JPMorgan Chase Bank, N.A. provides, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-2 Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-2 Stated Expiration Date"). The current per annum commitment fee for the 2008A-2 Liquidity Facility is 56 basis points.

Resolution No. 20901 approved on December 17, 2015 authorized, among other things, the extensions of: (i) each of the 2008A-1a Stated Expiration Date and 2008A-2 Stated Expiration Date from February 5, 2016 to a date not exceeding February 3, 2017; and (ii) the 2007A-1b Stated Expiration Date from March 18, 2016 to a date not exceeding March 16, 2017, in each case provided that, among other things, the per annum commitment fee applicable to any such extension did not exceed the lesser of: (a) the current per annum commitment fee before any such extension; and (b) 44 basis points. The per annum commitment

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AMENDING RESOLUTION NO. 20901

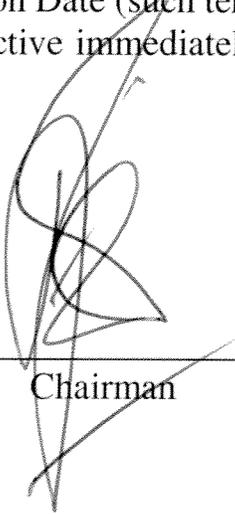
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fee offered by JPMorgan Chase Bank, N.A. to extend each of the 2008A-1a Stated Expiration Date and 2008A-2 Stated Expiration Date to February 3, 2017 is 48 basis points. The per annum commitment fee offered by Mizuho Bank, Ltd. to extend the 2007A-1b Stated Expiration Date to March 16, 2017 is 40 basis points.

Resolution

The per annum commitment fee authorized by Resolution No. 20901 for the extensions to February 3, 2017 of each of the Series 2008A-1a Stated Expiration Date and Series 2008A-2 Stated Expiration Date is hereby amended to an amount not to exceed 48 basis points per annum. The per annum commitment fee authorized by Resolution No. 20901 for the extension to March 16, 2017 of the Series 2007A-1b Stated Expiration Date is hereby amended to an amount not to exceed 40 basis points per annum. Except as expressly otherwise provided in this paragraph, Resolution No. 20901 remains in full force and effect, including the authorization contained therein to extend the Series 2008A-1b Stated Expiration Date (such term as defined in Resolution No. 20901). This Resolution is effective immediately upon its adoption.

Approved by: _____



Chairman

12/17/15

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RESOLUTION NO. 20901

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the "Act") and the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the "Tollway") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the "Trustee"), effective March 31, 1999 as supplemented and amended to the date of adoption of this Resolution (the "Trust Indenture") the Tollway is authorized to issue its revenue bonds for any lawful purpose.

Pursuant to the Ninth Supplemental Indenture dated as of November 1, 2007 as amended on March 1, 2008 and as amended and restated in the Amended and Restated Ninth Supplemental Indenture dated as of March 1, 2011 between the Tollway and the Trustee (the "Amended and Restated Ninth Supplemental Indenture"), which supplemented and amended the Trust Indenture, the Tollway issued its Toll Highway Variable Rate Senior Priority Revenue Bonds including, among other sub-series, 2007 Series A-1b in the aggregate principal amount of \$175,000,000 (the "2007A-1b Bonds").

Pursuant to the Tenth Supplemental Indenture dated as of February 1, 2008 as amended and restated in the Amended and Restated Tenth Supplemental Indenture dated as of February 1, 2011 between the Tollway and the Trustee, (the "Amended and Restated Tenth Supplemental Indenture"), which supplemented and amended the Trust Indenture, the Tollway issued its Toll Highway Variable Rate Senior Refunding Revenue Bonds 2008 Series A-1a in the aggregate principal amount of \$191,500,000 (the "2008A-1a Bonds"), 2008 Series A-1b in the aggregate principal amount of \$191,600,000 (the "2008A-1b Bonds") and 2008 Series A-2 in the aggregate principal amount of \$95,800,000 (the "2008A-2 Bonds").

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RESOLUTION NO. 20901

continued - Background

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-1a Bonds (the "2008A-1a Liquidity Agreement") among the Tollway, the Trustee and JPMorgan Chase Bank, National Association (as the "2008A-1a Liquidity Provider"), the 2008A-1a Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-1a Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-1a Stated Expiration Date").

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 7, 2014 related to the 2008A-1b Bonds (the "2008A-1b Liquidity Agreement") among the Tollway, the Trustee and Bank of America, N.A. (the "2008A-1b Liquidity Provider"), the 2008A-1b Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-1b Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-1b Stated Expiration Date").

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-2 Bonds (the "2008A-2 Liquidity Agreement") among the Tollway, the Trustee and JPMorgan Chase Bank, National Association (as the "2008A-2 Liquidity Provider"), the 2008A-2 Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-2 Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 5, 2016 (the "2008A-2 Stated Expiration Date").

Pursuant to the terms of a Reimbursement Agreement dated as of March 1, 2014 related to the 2007A-1b Bonds (the "2007A-1b Reimbursement

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RESOLUTION NO. 20901

continued - Background

Agreement") between the Tollway and Mizuho Bank, Ltd. (the "2007A-1b Credit Provider"), the 2007A-1b Credit Provider issued a Letter of Credit dated March 18, 2014 securing the 2007A-1b Bonds (the "2007A-1b Credit Facility"), as described in the Amended and Restated Ninth Supplemental Indenture, until March 18, 2016 (the "2007A-1b Stated Expiration Date").

Resolution

The Chair, Executive Director, Chief of Finance and General Counsel of the Tollway (each, an "Authorized Officer") are each hereby authorized and directed to do all such acts and things and to execute and deliver all such documents, agreements and certificates and perform such other acts as may be deemed necessary or desirable to effectuate extensions of each of the 2008A-1a Stated Expiration Date, 2008A-1b Stated Expiration Date, and 2008A-2 Stated Expiration Date from February 5, 2016 to a date not exceeding February 3, 2017, and the 2007A-1b Stated Expiration Date from March 18, 2016 to a date not exceeding March 16, 2017, provided that the per annum commitment fee applicable to any such extension does not exceed the lesser of: (i) the current per annum commitment fee before any such extension; and (ii) 44 basis points, and provided further that for any extension beyond six months, the Tollway will have the ability to terminate the applicable liquidity agreement or credit facility on or after six months without incurring any fee for early termination. For each extension, the Tollway is authorized to reimburse the applicable provider for related legal expenses in an amount not to exceed \$7,000 per extension.

All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed. All resolutions or parts of resolutions in

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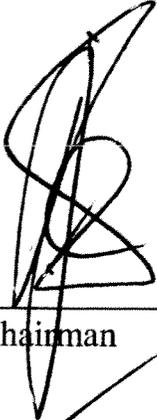
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RESOLUTION NO. 20901

continued - Resolution

conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

Approved by:



Chairman

RESOLUTION NO. 20920

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Cisco Equipment for NGN2 (Next Generation Network) through the Central Management Services (“CMS”) master contract with AT&T DataComm, LLC (Tollway Contract No. 15-0188) for an upper limit of compensation not to exceed \$12,961,370.95. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Cisco Equipment for NGN2 from AT&T DataComm, LLC (Tollway Contract No. 15-0188) is approved in an amount not to exceed \$12,961,370.95. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20921

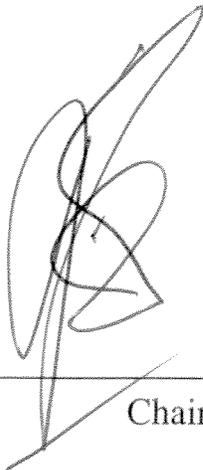
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Snowplow Trucks through the Central Management Services ("CMS") master contract with Patson, Inc. (d.b.a. TransChicago Truck Group) and Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield East) (Tollway Contract No. 15-0180) for an aggregate upper limit of compensation not to exceed \$2,797,535.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Snowplow Trucks from Patson, Inc. (d.b.a. TransChicago Truck Group) and Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield East) (Tollway Contract No. 15-0180) is approved in an aggregate amount not to exceed \$2,797,535.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20922

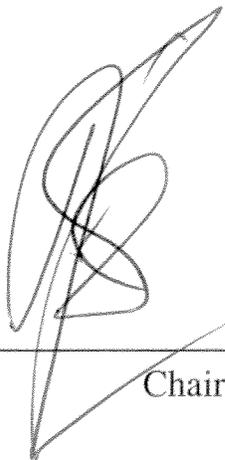
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a DC Battery System Upgrade and Rectifier/Charger Replacement through the Central Management Services ("CMS") master contract with Storage Battery Systems, LLC (Tollway Contract No. 15-0156) for an upper limit of compensation not to exceed \$2,229,592.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of a DC Battery System Upgrade and Rectifier/Charger Replacement from Storage Battery Systems, LLC (Tollway Contract No. 15-0156) is approved in an amount not to exceed \$2,229,592.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20923

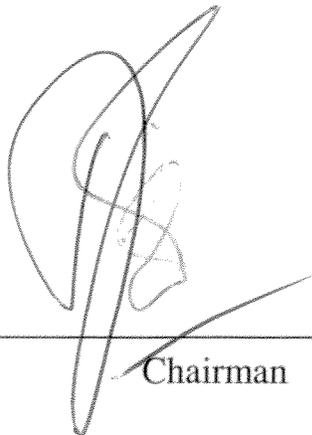
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Microsoft Support Agreement for Windows Server through the Central Management Services ("CMS") master contract with CDW Government LLC (CDW-G) (Tollway Contract No. 15-0176) for an upper limit of compensation not to exceed \$568,215.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of a Microsoft Support Agreement for Windows Server from CDW Government LLC (CDW-G) (Tollway Contract No. 15-0176) is approved in an amount not to exceed \$568,215.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20924

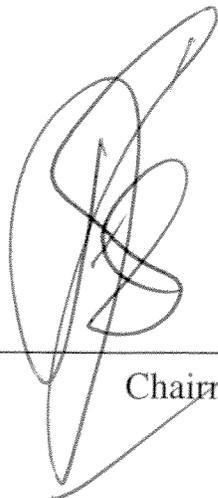
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Dell Hardware Maintenance and Support through the Central Management Services ("CMS") master contract with Dell Marketing L.P. (Tollway Contract No. 15-0184) for an upper limit of compensation not to exceed \$457,673.36. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Dell Hardware Maintenance and Support from Dell Marketing L.P. (Tollway Contract No. 15-0184) is approved in an amount not to exceed \$457,673.36. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20925

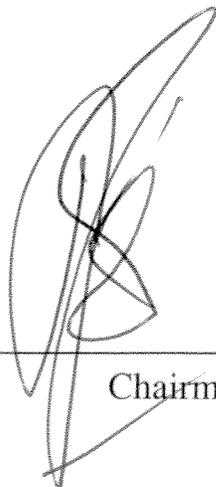
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Internal Audit Management System Software, Support, and Maintenance. Pursuant to the Tollway's Request for Proposals No. 13-0194RR, which proposals were evaluated by a selection committee, the Tollway has determined that Wolters Kluwer Financial Services, Inc. provides the best value for Internal Audit Management System Software, Support, and Maintenance for an upper limit of compensation not to exceed \$107,890.00.

Resolution

The proposal from Wolters Kluwer Financial Services, Inc. for the purchase of Internal Audit Management System Software, Support, and Maintenance is accepted. Contract No. 13-0194RR is approved in an amount not to exceed \$107,890.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20926

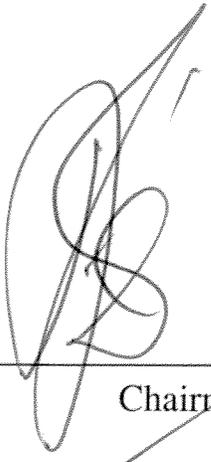
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Light-Duty Trucks. Pursuant to the Tollway’s Invitation for Bids No. 14-0092, the Tollway has determined that Morrow Brothers Ford, Inc. is the lowest responsible bidder for Light-Duty Trucks for an upper limit of compensation not to exceed \$5,163,202.00.

Resolution

The bid from Morrow Brothers Ford, Inc. for the purchase of Light-Duty Trucks is accepted. Contract No. 14-0092 is approved in an amount not to exceed \$5,163,202.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20927

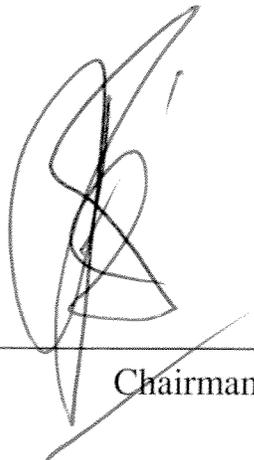
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Random Access Memory for Cisco Servers. Pursuant to the Tollway’s Invitation for Bids No. 15-0153, the Tollway has determined that En Pointe Technologies Sales, LLC is the lowest responsible bidder for Random Access Memory for Cisco Servers for an upper limit of compensation not to exceed \$191,078.40.

Resolution

The bid from En Pointe Technologies Sales, LLC for the purchase of Random Access Memory for Cisco Servers is accepted. Contract No. 15-0153 is approved in an amount not to exceed \$191,078.40. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20928

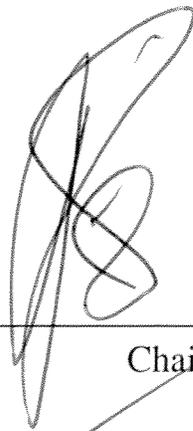
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Breakaway Aluminum Light Pole Bases. Pursuant to the Tollway's Invitation for Bids No. 15-0063, the Tollway has determined that Chicago United Industries, Ltd. is the lowest responsible bidder for Breakaway Aluminum Light Pole Bases for an upper limit of compensation not to exceed \$88,110.00.

Resolution

The bid from Chicago United Industries, Ltd. for the purchase of Breakaway Aluminum Light Pole Bases is accepted. Contract No. 15-0063 is approved in an amount not to exceed \$88,110.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20929

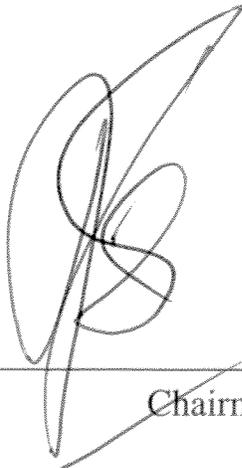
Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Chiller Preventive Maintenance and Repair Services (Contract No. 12-0124R) from Johnson Controls, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$94,065.00 for the purchase of additional Chiller Preventive Maintenance and Repair Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0124R for the purchase of additional Chiller Preventive Maintenance and Repair Services from Johnson Controls, Inc. is approved in an amount not to exceed \$94,065.00 (increase from \$94,065.00 to \$188,130.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20930

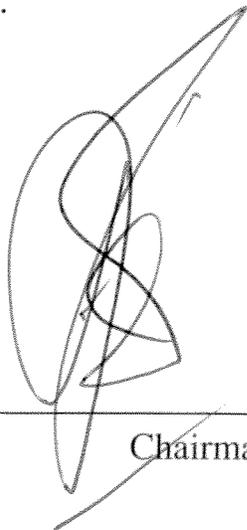
Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Miscellaneous Electrical Supplies (Contract No. 12-0259R) from J.P. Simons & Co. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$75,755.75 for the purchase of additional Miscellaneous Electrical Supplies.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0259R for the purchase of additional Miscellaneous Electrical Supplies from J.P. Simons & Co. is approved in an amount not to exceed \$75,755.75 (increase from \$66,244.25 to \$142,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

DEFERRED
RESOLUTION NO.

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4234 for Inside Roadway Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 65.5 (Roselle Road) to Milepost 68.1 (IL-53/I-290). The lowest responsible bidder on Contract No. I-15-4234 is Walsh Construction Company II, LLC in the amount of \$27,197,286.33.

Resolution

Contract No. I-15-4234 is awarded to Walsh Construction Company II, LLC in the amount of \$27,197,286.33, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____
Chairman

RESOLUTION NO. 20931

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-13-4617 for Roadway Reconstruction at the Elmhurst Road and Oakton Street Intersection north of the Jane Addams Memorial Tollway (I-90). The lowest responsible bidder on Contract No. I-13-4617 is Martam Construction, Inc. in the amount of \$7,280,156.19.

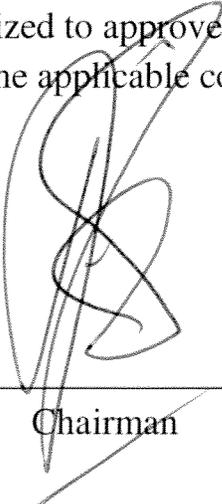
Resolution

Contract No. I-13-4617 is awarded to Martam Construction, Inc. in the amount of \$7,280,156.19, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____



Chairman

RESOLUTION NO. 20932

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-5712 for Bridge Rehabilitation on the Reagan Memorial Tollway (I-88) from Milepost 44.2 (US Route 30) to Milepost 55.1 (US Route 52). The lowest responsible bidder on Contract No. RR-15-5712 is Civil Constructors, Inc. in the amount of \$12,848,537.20.

Resolution

Contract No. RR-15-5712 is awarded to Civil Constructors, Inc. in the amount of \$12,848,537.20, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____


Chairman

RESOLUTION NO. 20933

Background

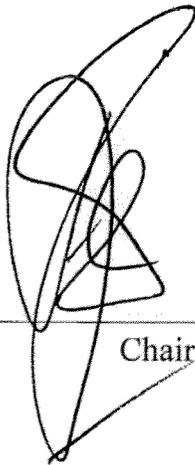
It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Land Acquisition Services Upon Request, Systemwide, on Contract No. I-15-4660. HDR Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with HDR Engineering, Inc. to obtain Land Acquisition Services Upon Request, Systemwide, for Contract No. I-15-4660, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



RESOLUTION NO. 20934

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20071 approved August 29, 2013 entered into an Agreement with Omega & Associates, Inc. on Contract I-13-4096 for Construction Management Services for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 53.8 (Elgin Toll Plaza 9) to Milepost 68.2 (IL Route 53).

Per Tollway request, Omega & Associates, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4096, increasing the contract upper limit by \$4,000,000.00 from \$14,000,000.00 to \$18,000,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Omega & Associates, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Omega & Associates, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20935

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20072 approved August 29, 2013 entered into an Agreement with AMEC Foster Wheeler Environment & Infrastructure, Inc. / Jacobs Engineering Group, Inc. / RM Chin & Associates, Inc. on Contract I-13-4103 for Construction Management Services for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from MP 68.2 (IL Route 53) to MP 78.6 (Kennedy Expressway).

Per Tollway request, AMEC Foster Wheeler Environment & Infrastructure, Inc. / Jacobs Engineering Group, Inc. / RM Chin & Associates, Inc. have submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4103, increasing the contract upper limit by \$3,800,000.00 from \$14,800,000.00 to \$18,600,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from AMEC Foster Wheeler Environment & Infrastructure, Inc. / Jacobs Engineering Group, Inc. / RM Chin & Associates, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with AMEC Foster Wheeler Environment & Infrastructure, Inc. / Jacobs Engineering Group, Inc. / RM Chin & Associates, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20936

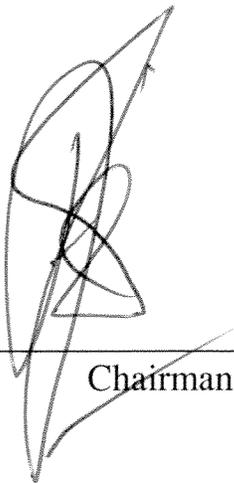
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20541 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II, LLC / K Five Construction Co. (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL 53) to Milepost 70.7 (Arlington Heights Road). This Extra Work Order provides for cold weather protection for concrete pavement.

Resolution

The Extra Work Order in the amount of \$493,040.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4208 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20937

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20542 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II, LLC / K Five Construction Co. (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This Extra Work Order provides for cold weather protection for concrete pavement.

Resolution

The Extra Work Order in the amount of \$540,721.38 and the associated increase in the upper limit of compensation on Contract No. I-14-4209 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____


Chairman

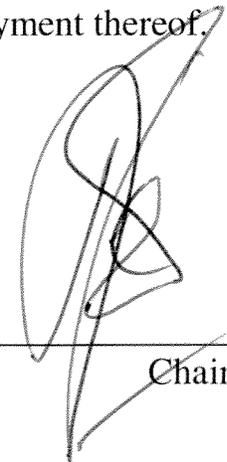
RESOLUTION NO. 20938

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20542 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II, LLC / K Five Construction Co. (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This Change Order/Extra Work Order provides for additional retaining wall revisions.

Resolution

The Change Order/Extra Work Order in the amount of \$1,170,332.37 and the associated increase in the upper limit of compensation on Contract No. I-14-4209 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 20939

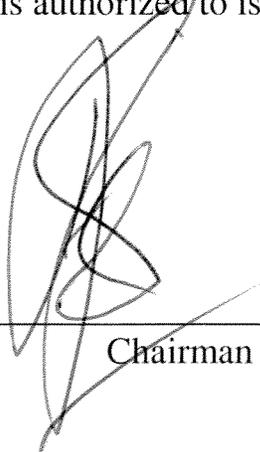
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20570 approved on January 29, 2015 entered into an Agreement for Contract No. I-14-4212 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 76.6 (Mannheim Road) to Milepost 78.9 (Kennedy Expressway). This Change Order provides for additional railroad flagging for bridge over the Canadian National Railroad.

Resolution

The Change Order in the amount of \$426,000.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4212 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 20940

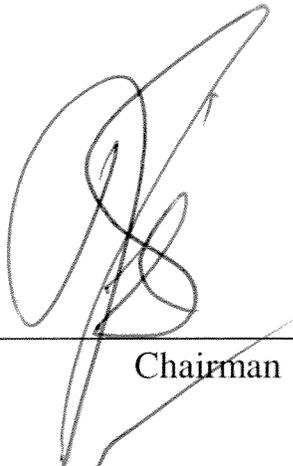
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20332 approved on April 24, 2014 entered into an Agreement for Contract No. I-14-4632 with Fox Excavating, Inc. for Building removal, environmental testing, site clearing and grading, tree removal, erosion and sediment control on the Elgin O’Hare Expressway (IL 390) and the Elgin O’Hare Western Access. This Extra Work Order provides for site preparation work on IL 390.

Resolution

The Extra Work Order in the amount of \$264,485.25 and the associated increase in the upper limit of compensation on Contract No. I-14-4632 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over a horizontal line.

Chairman

RESOLUTION NO. 20941
AMENDING RESOLUTION NO. 20863

Background

Resolution 20894 amending Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20863 amended Resolution 20836 amended Resolution 20772 amended Resolution 20712 amended Resolution 20652 amended Resolution 20586 amended Resolution 20493 amended Resolution 20445 amended Resolution 20395 amended Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20863 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20863 identifies added parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 20941
AMENDING RESOLUTION NO. 20863

continued - Resolution

surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

In the event all or the part of the Parcels identified on Exhibit "A" cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just

1/25/16

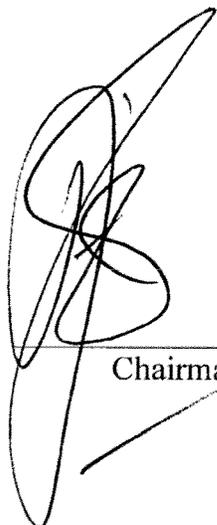
6.3/12

RESOLUTION NO. 20941
AMENDING RESOLUTION NO. 20863

continued - Resolution

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

1/25/16

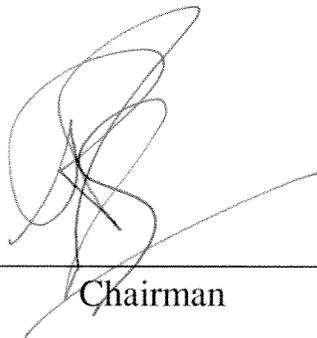
6.3/12

RESOLUTION NO. 20941
AMENDING RESOLUTION NO. 20863

continued - Resolution

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

1/25/16

6.3/12

RESOLUTION NO. 20941
AMENDING RESOLUTION NO. 20863

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange	PREVIOUSLY IDENTIFIED
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange	PREVIOUSLY IDENTIFIED
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1A-12-003	07-34-402-020	Cook
EO-1A-12-004	07-34-407-008	Cook
EO-1A-12-005	07-34-407-009	Cook
EO-1A-12-006	07-34-407-010	Cook
EO-1A-12-007	07-34-407-011	Cook
EO-1A-12-008	07-34-407-012	Cook
EO-1A-12-018	07-34-401-021 07-34-401-022	Cook
EO-1A-12-021	02-01-200-031 02-01-200-032	DuPage
EO-1A-12-023	02-01-400-018	DuPage
EO-1A-12-024	03-06-300-009	DuPage
EO-1A-12-036	07-34-400-025 07-34-400-026	Cook
EO-1A-12-037	07-34-401-013 07-34-400-019 07-34-402-030 07-34-402-024	Cook
EO-1A-12-045	02-01-200-034	DuPage
EO-1A-12-046	02-01-200-035	DuPage
EO-1A-12-047	02-01-200-036	DuPage
EO-1A-12-048	03-06-100-008 03-06-200-001	DuPage
EO-1A-12-049	03-06-100-009 03-06-200-011	DuPage
EO-1A-12-900	That part of Hamilton Parkway in Hamilton Lakes Commerce Center Subdivision in the northeast quarter of section 1, township 40 north, range 10	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED		
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-901	That part of a public street lying east of block 8 in unit 2 - the Itasca Industrial Development of the Central Manufacturing District, in section 1, township 40 north, range 10	DuPage
EO-1A-12-902	03-06-300-010	DuPage
EO-1B-12-002	03-06-403-054	DuPage
EO-1B-12-149	03-06-402-008	DuPage
EO-1B-12-150	03-06-402-007	DuPage
EO-1B-12-151	03-06-403-055	DuPage
EO-1B-12-162	03-07-205-015	DuPage
EO-1B-12-163	03-07-217-002	DuPage
EO-1B-12-164	03-07-203-009	DuPage
EO-1B-12-165	03-07-203-010	DuPage
EO-1B-12-166	03-07-217-004 & 03-07-203-003	DuPage
EO-1B-12-167	03-07-217-005 & 03-07-203-004	DuPage
EO-1B-12-168	03-07-217-006 & 03-07-203-005	DuPage
EO-1B-12-169	03-07-217-007 & 03-07-203-006	DuPage
EO-1B-12-170	03-07-217-008 & 03-07-203-007	DuPage
EO-1B-12-171	03-07-217-009	DuPage
EO-1B-12-172	03-07-217-010	DuPage
EO-1B-12-173	03-07-204-002 & 03-07-217-011	DuPage
EO-1B-12-174	03-07-204-003 & 03-07-217-012	DuPage
EO-1B-12-175	03-07-204-004 & 03-07-217-013	DuPage
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage
EO-1B-12-156	03-05-403-007, 03-05-403-008 & 03-05-302-072	DuPage
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED		
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access **PREVIOUSLY IDENTIFIED**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-002	15-06-100-011, 15-06-100-033	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-120	Cook
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook
EO-1B-12-053	03-02-301-019	DuPage
EO-1B-12-056	03-02-301-017	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook
EO-1B-12-107	03-04-400-007	DuPage
EO-1B-12-932	THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
EO-1B-12-933	THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
WA-1D-12-006	12-19-400-119	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-007	12-19-400-117, 12-19-400-167	Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104	Cook
WA-1D-12-014	12-19-400-056	Cook
WA-1D-12-015	12-19-400-150	Cook
WA-1D-12-016	12-19-400-152	Cook
WA-1D-12-080	12-19-400-079	Cook
WA-1D-12-107	12-19-400-168	Cook
WA-1D-12-108	12-19-400-102	Cook
EO-1B-12-029	03-04-406-023	DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022	DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977	DuPage
NW-7A-12-101	08-36-102-001	Cook
WA-1D-12-048	03-13-406-001, 03-13-403-002, 03-13-509-003	DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030	DuPage
EO-1B-12-189	03-04-406-028	DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS	DuPage
WA-1D-12-004	12-19-400-078	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
WA-2D-12-195	03-01-509-002	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7A-12-103	08-36-102-027	Cook
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook
WA-3D-12-054	08-36-201-011	Cook

Elgin O'Hare Western Access		ADDED IDENTIFIED PARCELS
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook

RESOLUTION NO. 20942
AMENDING RESOLUTION NO. 20771

Background

Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$900,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 20771 identified parcels that may need to be acquired by condemnation. Resolution 20771 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20771 identifies added parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$900,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

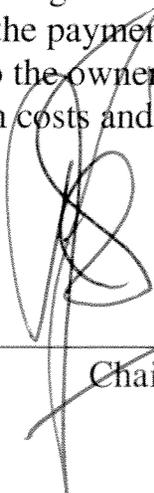
RESOLUTION NO. 20942
AMENDING RESOLUTION NO. 20771

continued - Resolution

In the event all or the part of the Parcels identified on Exhibit "A" cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$900,000.00.

Approved by:



Chairman

1/25/16

6.3/13

RESOLUTION NO. 20942
AMENDING RESOLUTION NO. 20771

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

CENTRAL TRI-STATE TOLLWAY

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

TRI-STATE TOLLWAY	PREVIOUSLY IDENTIFIED
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
TW-7-15-001	12-21-100-017, 12-21-100-018
TW-7-15-002	12-21-100-011
TW-7-15-003	12-20-301-034
TW-7-15-004	12-20-300-054, 12-20-300-055

TRI-STATE TOLLWAY	ADDED IDENTIFIED PARCELS
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019

RESOLUTION NO. 20943

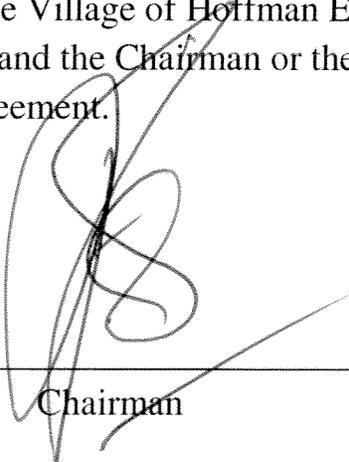
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Hoffman Estates in connection with the widening of the I-90 Jane Addams Memorial Tollway from the John F. Kennedy Expressway to Interstate Route 39. The Tollway has agreed to install a ten foot casing extension for the Village’s water main and sanitary sewer along the south side of I-90, from Higgins Road to Roselle Road, to allow the casing to extend beyond the edge of the pavement and a retaining wall, subject to an estimated reimbursement by the Village of \$22,107.76.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Hoffman Estates in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HOFFMAN ESTATES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4206 (hereinafter referred to as the "PROJECT") by making the following improvements:

- Reconstruction of mainline outside lanes
- Reconstruction of the westbound I-90 land bridge
- Remove and replace guardrail and terminal sections
- Remove and replace the permanent drainage system
- Installing temporary lighting and permanent lighting foundations
- Installing temporary and permanent underpass lighting
- Installing retaining walls and noise walls
- Installing pavement marking and signing
- Temporary and permanent erosion control; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY install a 10 foot casing extension for the VILLAGE's water main and sanitary sewer along the south side of I-90 to allow the casing to extend beyond the edge of pavement and the proposed retaining wall, (hereinafter referred to as the "VILLAGE FACILITIES"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to extend the casing for the VILLAGE FACILITIES; and

WHEREAS, the VILLAGE agrees to apply for a new, updated ILLINOIS TOLLWAY permit for the VILLAGE FACILITIES located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The final approved plans and specifications for the VILLAGE FACILITIES shall be delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications for the VILLAGE FACILITIES within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the VILLAGE FACILITIES. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water

Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's or the ILLINOIS TOLLWAY's property or rights of way which the VILLAGE or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall issue the ILLINOIS TOLLWAY a permit without charge allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the VILLAGE shall waive any bonding requirements. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT be restored to an "as good as – or – better" than pre-construction condition.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the

ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- F. The labor and materials associated with the construction of the VILLAGE FACILITIES shall be warranted and guaranteed for one-year or as otherwise

provided in the ILLINOIS TOLLWAY's contract(s) with the underlying contractor responsible for constructing the VILLAGE FACILITIES.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE FACILITIES based upon bid prices is \$19,224.15 for construction costs, \$961.20 (5% of construction costs) for preliminary and design engineering and \$1,922.41(10% of construction cost) for construction engineering, for a total estimated cost of \$22,107.76.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE FACILITIES as described in the recital section of this AGREEMENT.
- E. The VILLAGE agrees that upon execution of this AGREEMENT for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE – RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain the VILLAGE FACILITIES in their entirety.

VII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

VIII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Hoffman Estates and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Engineering shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the

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

THE VILLAGE OF HOFFMAN ESTATES

By: _____
William D. McLeod, President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 20944

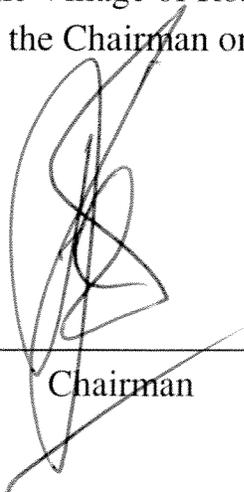
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Rosemont in connection with the widening of the I-90 Jane Addams Memorial Tollway between the John F. Kennedy Expressway and Interstate Route 39. The project includes constructing a Mechanically Stabilized Earth (“MSE”) wall and relocating the Village’s water main, which is currently located along Mannheim Road in Tollway right of way by permit number 62-9, and is directly under the new MSE wall. The IGA delineates financial and maintenance responsibilities of the Tollway and Village with respect to the water main relocation, including an estimated reimbursement from the Village to the Tollway of \$289,092.84.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Rosemont in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by:



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF ROSEMONT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, _____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF ROSEMONT, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and further the safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), from the John F. Kennedy Expressway to Interstate 39. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contracts including but not limited to Contract I-11-4212 (hereinafter referred to as the "PROJECT") by making the following improvements:

The work consists of outside and inside mainline pavement widening/reconstruction, retaining wall installation, bridge replacement (Bridge 381 - Mannheim Road), (Bridge 383 – Canadian National Railroad), and (Bridge 385 – Higgins Road) in the eastbound direction of travel throughout the contract limits. Other work under this contract includes pavement removal, bridge deck and substructure removal, guardrail removal, fence removal, earth excavation, embankment and grading, removal of existing drainage structures and pipes, permanent and temporary drainage improvements, erosion and sediment control, I-90 mainline roadway lighting, under-bridge lighting along Mannheim Road and Higgins Road, ITS, temporary barrier wall relocation and installation, maintenance of traffic, utility relocation along Mannheim Road and Higgins Road, and all other work necessary to complete the Project in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing an MSE wall and the VILLAGE's water main which is located along Mannheim Road in ILLINOIS TOLLWAY right of way by permit number 62-9, is directly under the new MSE wall and must be relocated; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the relocation of the VILLAGE's water main as stated above; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to relocate the VILLAGE's water main; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved adjusted permit for the water main relocation located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The VILLAGE shall review the plans and specifications which impact the VILLAGE's water main within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's water main. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, North Cook County Soil and Water Conservation District, Cook County Department of Transportation, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- E. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT

- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to the VILLAGE's facilities in the design of improvements.

- B. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities, and will provide for adjustments to the aforementioned utilities that will facilitate reasonable future operation and maintenance of the VILLAGE's facilities.

- C. At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the

ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

- D. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other

inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction engineering shall be computed as 10% of actual construction costs and mobilization shall be 6% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$238,919.74 for construction costs, \$11,945.98 (5% of construction costs) for preliminary and design engineering, \$23,891.94 (10% of construction costs) for construction engineering and \$14,335.18 (6% of construction costs) for mobilization, for a total estimated cost of \$289,092.84.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested relocation of the VILLAGE's water main described in the Recital section of this AGREEMENT.
- E. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said

ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

- F. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day maintenance, including compliance with state laws and local ordinances.
 - 2. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- C. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- D. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT,

provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- E. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- F. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the VILLAGE's water main, all facilities and any other property within its jurisdiction, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- D. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance, relocation or reconstruction of the VILLAGE's water main.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final

inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Rosemont and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's water main relocation, or other items constructed for the benefit of the VILLAGE, or a dispute concerning the plans and specifications for the VILLAGE's water main relocation or other items constructed for the benefit of the VILLAGE, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's water main relocation or other items constructed for the benefit of the VILLAGE, the decision of the VILLAGE's Engineer shall be final as long as that decision

does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009134 and it is doing business as a governmental entity, whose mailing address is the Village of Rosemont, 9501 West Devon Avenue, Rosemont, Illinois 60018.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the VILLAGE:

The Village of Rosemont
9501 West Devon Avenue

Rosemont, Illinois 60018
Attn: Village Engineer

- O. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- P. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space intentionally left blank)

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

THE VILLAGE OF ROSEMONT

By: _____
Bradley Stephens, Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20945

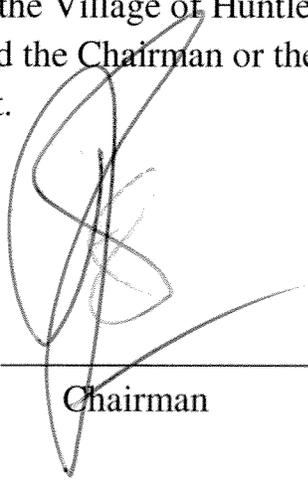
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Huntley in connection with the widening of I-90 Jane Addams Memorial Tollway. The project includes improving the Hennig Road Bridge over I-90, with reconstruction and widening of the bridge structure, superstructure and approach pavements. This agreement delegates maintenance responsibilities between the Tollway and Village for the bridge structure.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Huntley in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HUNTLEY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 20__, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HUNTLEY, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, is in the process of improving the Hennig Road Bridge over the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract I-13-4162, (hereinafter referred to as the "PROJECT") by making the following improvements:

The work is reconstruction and widening of the bridge structure, superstructure and approach pavements. Hennig Road has been widened adjacent to the bridge approaches. The drainage system has been replaced along with guardrail replacement, permanent signing, pavement marking and landscaping; and

WHEREAS, in an effort to be consistent throughout the entire Toll Highway system, the ILLINOIS TOLLWAY, in accordance with the ILLINOIS TOLLWAY's policy is requesting that the VILLAGE share in the maintenance of the bridge deck; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY has, at its sole expense, performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests was not required from the VILLAGE for the construction of the PROJECT. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the ILLINOIS TOLLWAY's right of way.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY made arrangements for and issued all permits for any required adjustments to utility facilities for the PROJECT, at no expense to the VILLAGE.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY advertised, received bids, provided construction engineering inspections for and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.

- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain Hennig Road including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., in its entirety.

- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Hennig Road

1. Type 2 - VILLAGE Roadway over ILLINOIS TOLLWAY Right of Way
 - a. The VILLAGE has all maintenance responsibility as to the following:
 - i. All VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - ii. The following portions of the grade elevation structure:
 - iii. The wearing surface above the top layer of reinforcement;
 - iv. The expansion joints, parapet walls, railings, etc.;
 - v. Drainage facilities above structural beams and girders;
 - vi. All lighting except underpass;
 - vii. All VILLAGE signals and signs;
 - viii. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - ix. All drainage facilities carrying exclusively VILLAGE drainage.
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
 - i. The deck, below the wearing surface below the top layer of reinforcement and above the structural beams;
 - ii. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

- iii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iv. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - v. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - vi. All underpass lighting.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
 - 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the VILLAGE as to the bridge conditions which warrant such restrictions;
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the VILLAGE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the VILLAGE.
- F. In the event the VILLAGE must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the VILLAGE, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- G. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the VILLAGE before such closure;

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- B. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Huntley and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of Hennig Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Manager shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the maintenance of the bridge structures, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the maintenance of Hennig Road, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Manager shall meet and resolve the issue. In the event that

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

THE VILLAGE OF HUNTLEY

By: _____
Charles H. Sass, Village President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20946

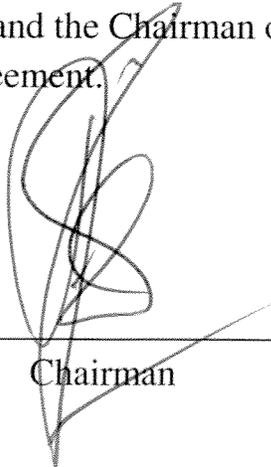
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Hoffman Estates in connection with the widening of the I-90 Jane Addams Memorial Tollway from the John F. Kennedy Expressway to Interstate Route 39. The Tollway intends to construct the I-90 mainline pavement between Roselle Road in Hoffman Estates and Elmhurst Road in Elk Grove Village. The work under this contract involves the removal/abandonment and reconstruction of portions of the Northwest Suburban Municipal Joint Action Water Agency’s (NSMJAWA’s) water transmission main to accommodate the proposed I-90 mainline improvements. At the Village’s request, the Tollway will also extend the Village’s existing sanitary sewer force main at the crossing of the relocated NSMJAWA water main pursuant to Illinois Environmental Protection Agency requirements, and subject to an estimated reimbursement by the Village of \$115,096.25.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Hoffman Estates in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HOFFMAN ESTATES**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, _____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4180 (hereinafter referred to as the "PROJECT") by making the following improvements:

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT is constructing the I-90 mainline pavement between milepost 64.7 (Roselle Rd) in Hoffman Estates and milepost 73.5 (Elmhurst Rd) in Elk Grove Village, Cook County, Illinois. The work under this contract involves the removal/abandonment and reconstruction of portions of the Northwest Suburban Municipal Joint Action Water Agency's (NSMJAWA's) water transmission main to accommodate the proposed I-90 mainline improvements. The work includes water main abandonment and removal, water main and valve installation, boring and jacking steel casing pipe, sanitary sewer and storm sewer relocation, erosion and sediment control and maintenance of traffic during construction and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the extension of its existing 12" steel casing pipe, which carries the 4" sanitary sewer force main which is extended from the end of the existing 30" casing to the proposed limits of the toe of the ditch, located approximately 15 feet north of the proposed NSMJAWA's water main prior to the installation of the new NSMJAWA line. The existing 8" water main and associated 15" steel casing will be disconnected and abandoned separately by the VILLAGE ; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to extend the 12" steel casing pipe, hereinafter referred to as the "VILLAGE IMPROVEMENTS" in the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE and the ILLINOIS TOLLWAY agree to amend the current permit for the sanitary sewer force main located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The VILLAGE agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the VILLAGE IMPROVEMENTS, to incorporate into the PROJECT plans.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the

PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- E. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- B. At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility or amend the existing permit with the ILLINOIS TOLLWAY and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- C. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.

- D. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall provide construction engineering inspections and cause the PROJECT and the VILLAGE IMPROVEMENTS to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. Any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE IMPROVEMENTS. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the

event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related design engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE for the VILLAGE IMPROVEMENTS as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that construction engineering shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$104,632.95 for construction costs and \$10,463.30 (10% of construction costs) for construction engineering for a total estimated cost of \$115,096.25.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE IMPROVEMENTS described in the Recital section of this AGREEMENT.
- E. The VILLAGE agrees that upon execution of this AGREEMENT for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental

work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES.
- D. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- E. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- G. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this

AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the extension of its existing 12" steel casing pipe, which carries the 4" sanitary sewer force main which is extended from the end of the existing 30" casing to the proposed limits of the toe of the ditch, located approximately 15 feet north of the proposed NSMJAWA's water main prior to the installation of the new NSMJAWA line, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- D. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the VILLAGE IMPROVEMENTS located at and on ILLINOIS TOLLWAY property, in its entirety.
- E. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the 12" casing pipe in accordance with the approved ILLINOIS TOLLWAY permit.
- F. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said VILLAGE IMPROVEMENTS, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said

VILLAGE IMPROVEMENTS in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the VILLAGE of Hoffman Estates and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of its existing 12" steel casing pipe.
- C. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- D. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- E. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- G. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Engineering shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT

- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE VILLAGE OF HOFFMAN ESTATES

By: _____
William D. McLeod, President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

1/25/16

6.4/5

RESOLUTION NO. 20947

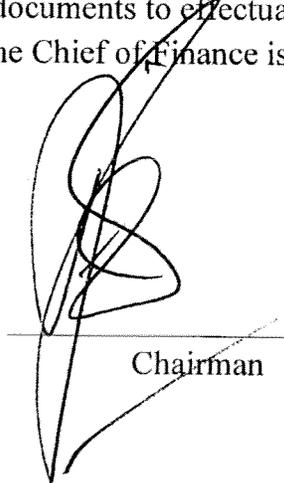
Background

The Illinois State Toll Highway Authority ("Tollway") has negotiated a proposed settlement regarding a workers' compensation claim with Douglas Balder as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Douglas Balder's workers' compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20948

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to the Toll Highway Act, 605 ILCS 10/1 et seq. (the "Act"), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

The Tollway, pursuant to Section 10.8(e) of the Act, shall have the power to retain special counsel, subject to the approval of the Attorney General, as needed from time to time, and fix their compensation, provided however; such special counsel shall be subject to the control, direction and supervision of the Attorney General and shall serve at his pleasure.

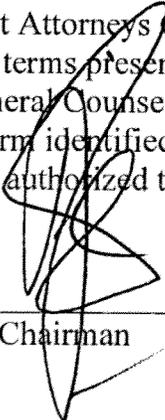
It is necessary and desirable to have the law firm Franczek Radelet represent the Tollway in the matter of *Stivers v. Illinois State Toll Highway Authority*, 15 cv 9030, pending in the United States District Court, Northern District of Illinois. It is also necessary and desirable for the Tollway to utilize the professional skills of the firm Franczek Radelet to provide counsel on employment related matters that may arise from time to time. This appointment represents an area which has historically been performed by outside counsel when such assistance was required. Franczek Radelet has successfully represented the Tollway in other employment related matters and is familiar with the processes utilized at the Tollway.

Resolution

The General Counsel is authorized to finalize the contracts with the above-referenced law firm and to seek necessary appointment from the Attorney General as Special Assistant Attorneys General to ensure that their representation is consistent with the terms presented to the Board. The Chair or the Executive Director or the General Counsel is authorized to execute any documents necessary to ensure the law firm identified is prepared to provide counsel as required, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



RESOLUTION NO. 20949

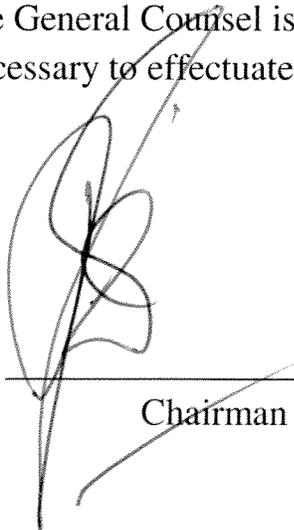
Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated and been offered a proposed settlement regarding a property damage incident (Tollway file no. 15-13-7384, DOL: 12/17/13) with AAM International, Inc., and its attorney/insurer in the amount of \$50,000.00. It is in the best interest of the Tollway to go forward with the settlement and accept this amount.

Resolution

The settlement of this property damage claim involving AAM International, Inc. is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary to effectuate this settlement and resolve all adjunct legal matters.

Approved by:



Chairman