

## RESOLUTION NO. 20812

**Background**

WHEREAS, the Board of Directors previously approved the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. The Board of Directors desires to establish an ad hoc committee, to be known as the Diversity and Inclusion Committee (the “Committee”), to further assist the Board in carrying out its duties and responsibilities to the Illinois State Toll Highway Authority. This Committee will be charged with focusing on diversity issues and initiatives, creating access to sustainable jobs for African Americans, Hispanics, Asians, Native Americans, and Women and work for certified businesses owned by African Americans, Hispanics, Asians, Native Americans, and Women related to the Tollway’s business operations and expenditures;

WHEREAS, an important goal of the Illinois Toll Highway Authority through its diversity program is to create access to as many sustainable jobs for African Americans, Hispanics, Asians, Native Americans, and Women as possible that allow them to support themselves and their families;

WHEREAS the Committee is directed and encouraged to look at new initiatives and scoring mechanisms to encourage prime contractors who contract with the Tollway to accomplish the above-mentioned goal;

WHEREAS the Committee is encouraged and directed to foster through its diversity program increased opportunities for participation by each prime contractor in: the number of African Americans, Hispanics, Asians, Native Americans, and Women they employ; the mentoring program they provide for their employed African Americans, Hispanics, Asians, Native Americans, and Women; the training programs they employ or into which the African Americans, Hispanics, Asians, Native Americans, and Women employees are enrolled; the rate of progress at which African Americans, Hispanics, Asians, Native Americans, and

## RESOLUTION NO. 20812

**Background - continued**

Women employees advance in the prime contractor's organization; the number of African Americans, Hispanics, Asians, Native Americans, and Women in a prime contractor's employ who are assisted in forming their own companies; the assistance they provide for their former employees' new companies and other Disadvantaged Businesses; providing opportunities for Disadvantaged Businesses; consideration of the number of jobs provided by said Disadvantaged Businesses; and any other factors the Committee believes are important or necessary to meet the goal of this Committee;

WHEREAS, the Board of Directors encourages the Diversity Committee not to be constrained by old methods and to find new substantive ways, by thinking outside of the box, to create access to jobs for African Americans, Hispanics, Asians, Native Americans, and Women; and

WHEREAS, in the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors creates the ad hoc committee set forth below and declares that the membership of the committee listed below shall be as follows:

**Diversity and Inclusion Committee**

Chair: Corey Brooks

Members: Earl Dotson, Jr.  
Joseph Gomez  
David Gonzalez  
James Sweeney

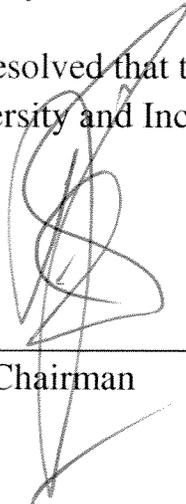
RESOLUTION NO. 20812

**Resolution**

Now therefore be it resolved that the Board incorporates all the above referenced whereas clauses into this resolution and charges and directs this Committee to report back to this Board as necessary and seek whatever assistance reasonably necessary from this Board and all Tollway staff to accomplish its stated goal no later than May 1, 2016.

It is further resolved that the Board Chairman is hereby also an ex-officio member of the Diversity and Inclusion Committee.

Approved by:



---

Chairman

## RESOLUTION NO. 20813

**Background**

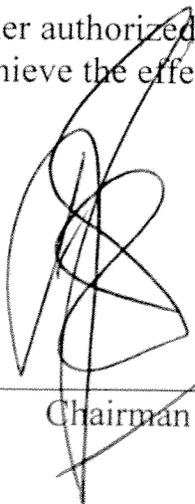
The Illinois State Toll Highway Authority, with the approval of its Consulting Engineer, instituted a self-insured workers' compensation program effective May 1, 1988. Paragraph 715.4(1) of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority, dated March 31, 1999, requires that "each such self-insurance program shall include an actuarially sound reserve fund, if any, as recommended by the Consulting Engineers, out of which claims are to be paid and the adequacy of such funds shall be evaluated not later than 90 days after the end of each insurance year."

The Tollway has established a locally-held depository account known as the Workers' Compensation Insurance Claim Reserve Fund ("Fund") for its workers' compensation self-insurance program, the balance of which is net of all workers' compensation claims paid through such date. The Illinois State Toll Highway Authority, and the Consulting Engineer, are recommending the approval of funding for the Fund for the program year of May 1, 2015 through April 30, 2016 in the amount of \$8,775,000. Also recommended is a reduction of \$2,799,655 for open claims for program years prior to April 30, 2015.

**Resolution**

The Chief of Finance is authorized to: 1) approve deposits to (and deductions from) the Fund to establish or maintain its balance per the amounts as indicated above; and 2) approve payments of workers' compensation claims and settlements from the Fund that have been properly authorized. The Chief of Finance is further authorized to take any administrative actions consistent with the foregoing to achieve the effect of an actuarially sound workers' compensation reserve fund.

Approved by:



Chairman

## RESOLUTION NO. 20814

**Background**

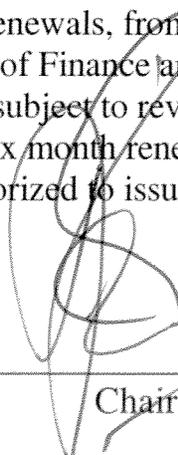
It is necessary and desirable for The Illinois State Toll Highway Authority (“Tollway”) to retain certain firms to provide financial advisory services to assist the Tollway in connection with new capital debt, existing capital debt, and other capital financing initiatives.

Pursuant to competitive procurement process RFP#12-0161 and Resolution No. 19717 dated June 28, 2012, the Tollway entered into agreements with four financial advisory firms (collectively, the “Financial Advisors”), for initial terms of three years with options to renew for up to two years, consisting of the following: (i) an agreement with Public Financial Management Inc. / PFM Asset Management LLC (“PFM”) to provide financial advisory services on a continuous basis in connection with new capital debt, existing capital debt, and other capital financing initiatives; and (ii) agreements with each of A.C. Advisory, Inc., Acacia Financial Group, Inc. and Columbia Capital Management, LLC (collectively, the “Transactional Financial Advisors”) to provide financial advisory services on an as-needed basis in connection with transactions related to new capital debt, existing capital debt, and other capital financing initiatives. The initial term of the agreement entered into with PFM expires on October 31, 2015 and the initial terms of the agreements entered into with each of the Transactional Financial Advisors expire on November 30, 2015. The total compensation authorized for the initial terms of all four agreements is \$1,425,000, the remaining capacity of which is \$175,694 as of the date of this Resolution.

**Resolution**

Six month renewals of the agreements with the Financial Advisors are approved (from the expiration of the respective initial terms as identified above). A \$275,000 increase of the total allowable compensation of all four agreements in connection with the six month renewals, from \$1,425,000 to \$1,700,000, is approved. The Executive Director, Chief of Finance and Chief of Procurement are authorized to execute any and all documents, subject to review and approval of the General Counsel, necessary to effectuate the six month renewals and increased compensation limit. The Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

  
\_\_\_\_\_  
Chairman

## RESOLUTION NO. 20815

**Background**

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the “Act”), The Illinois State Toll Highway Authority (the “Authority”) is authorized to provide for the construction, operation, regulation and maintenance of toll highways in the State of Illinois (the “Tollway System”).

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

On August 25, 2011, the Authority adopted Resolution No. 19480 approving a \$12 billion capital plan for the Tollway System, named “Move Illinois: The Illinois Tollway Driving the Future,” to finance capital needs of the existing Tollway System and to finance certain expansions of the Tollway System intended to improve regional mobility (the “Move Illinois Program”).

The Authority has determined that the costs of the Move Illinois Program are to be paid from available funds of the Authority and from the proceeds of its revenue bonds to be issued from time to time.

In furtherance of, and to provide funds to pay a portion of the costs of, the Move Illinois Program: (i) on May 16, 2013, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Fifteenth Supplemental Indenture dated as of May 1, 2013 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2013 Series A, in the aggregate principal amount of \$500 million, (ii) on June 4, 2014, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Eighteenth Supplemental Indenture dated as of June 1, 2014 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million, (iii) on December 4, 2014, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Nineteenth Supplemental Indenture dated as

## RESOLUTION NO. 20815

**continued Background**

of December 1, 2014 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million, and (iv) on July 30, 2015, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million.

The Authority has determined that it is advisable, necessary and in the best interests of the Authority to authorize the borrowing of a sum determined necessary from time to time in a maximum aggregate principal amount of \$800 million for the purpose of paying costs of the Move Illinois Program and in evidence thereof to issue one or more series of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture (the "2015/2016 New Money Bonds"), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Authority, by virtue of all laws applicable thereto, has the power to issue such 2015/2016 New Money Bonds.

Any 2015/2016 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture) now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended as authorized herein or as may be supplemented and amended in the future.

It is necessary for the Authority to authorize the issuance of the 2015/2016 New Money Bonds and to approve and to authorize the execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2015/2016 New Money Bonds.

## RESOLUTION NO. 20815

**Resolution**

The Authority authorizes the issuance and delivery of the 2015/2016 New Money Bonds in a maximum aggregate principal amount of \$800 million for the purpose of paying costs of the Move Illinois Program. The 2015/2016 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said maximum aggregate principal amount or such lesser principal amount, all as may be determined by the Chairman of the Authority (the "Chairman").

All 2015/2016 New Money Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2015/2016 New Money Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a "2015/2016 Supplemental Indenture") between the Authority and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of 2015/2016 New Money Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Authority (the "Secretary") is hereby authorized to attest, a 2015/2016 Supplemental Indenture in substantially the form of supplemental indentures heretofore executed and delivered in connection with the issuance of fixed rate revenue bonds to finance costs of the Move Illinois Program, with such revisions, insertions, completions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (x) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the 2015/2016 New Money Bonds and (y) the application of proceeds of the 2015/2016 New Money Bonds for paying costs of the Move Illinois Program as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and this Authority's approval of such revisions, insertions, completions and modifications thereof.

*Terms of 2015/2016 New Money Bonds.* The 2015/2016 New Money Bonds of each series shall be designated "Toll Highway Senior Revenue Bonds" with

## RESOLUTION NO. 20815

**continued Resolution**

such additions, modifications, or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2015/2016 New Money Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, and any other authorized features of the 2015/2016 New Money Bonds determined by the Chairman as desirable to be reflected in the title of the 2015/2016 New Money Bonds being issued. The 2015/2016 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of 2015/2016 New Money Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of 2015/2016 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.

The 2015/2016 New Money Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary and the corporate seal of the Authority (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2015/2016 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the 2015/2016 New Money Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes ("Taxable Bonds") if determined by the Chairman to be beneficial to the Authority.

*Redemption.* The 2015/2016 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Authority, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2015/2016 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the 2015/2016 New Money Bonds being redeemed. Certain of the 2015/2016 New Money Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Master Indenture), at par and accrued interest to the date fixed for redemption, as determined by the Chairman at the time of the sale thereof and reflected in the related Supplemental Indenture.

## RESOLUTION NO. 20815

**continued Resolution**

Notwithstanding the foregoing, such 2 percent (2%) limitation on the redemption premium for 2015/2016 New Money Bonds to be redeemed shall not apply in the case of Taxable Bonds where the redemption price is based upon a formula designed to compensate the owner of the 2015/2016 New Money Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a “make-whole” redemption price (the “Make-Whole Redemption Price”). At the time of sale of the 2015/2016 New Money Bonds, the Chairman, by execution of a Bond Purchase Agreement (as hereafter defined), shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. The terms and provisions of any applicable Make-Whole Redemption Price shall be set forth in the related Supplemental Indenture.

*Sale of Bonds.* The Chairman is hereby authorized on behalf of the Authority to sell all or any portion of the 2015/2016 New Money Bonds to one or more underwriters qualified by the Authority’s procurement process RFP#12-0045 (the “Underwriters”), which Underwriters may consist of an underwriting group represented by one or more senior managing underwriters.

The 2015/2016 New Money Bonds shall be sold and delivered to the Underwriters subject to the terms and conditions of one or more Bond Purchase Agreements between the Authority and the Underwriters (each, a “Bond Purchase Agreement”); provided, that the aggregate purchase price shall be not less than 98.5 percent of the principal amount thereof to be issued (less any original issue discount used in marketing thereof) plus accrued interest, if any, from their date to the date of delivery thereof. The Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest, each Bond Purchase Agreement in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Authority, with such revisions, insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and this Authority’s approval of such revisions, insertions, completions and modifications thereof.

## RESOLUTION NO. 20815

**continued Resolution**

In connection with any sale of the 2015/2016 New Money Bonds, the Authority, acting through the Chairman or the Chief of Finance, is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by the Chairman or the Chief of Finance, if such officer determines such bond insurance to be desirable in connection with such sale of the 2015/2016 New Money Bonds. The related Supplemental Indenture may include covenants with such bond insurer that are not inconsistent with the provisions of this Resolution and the Master Indenture and are necessary to carry out the purposes of this Resolution.

*Preliminary Official Statement.* The preparation, use and distribution of one or more Preliminary Official Statements relating to the 2015/2016 New Money Bonds (each, a "Preliminary Official Statement") is hereby in all respects ratified, authorized and approved. Each Preliminary Official Statement shall be in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Authority issued to finance costs of the Move Illinois Program, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the 2015/2016 New Money Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the Tollway System and the parties to the financing. The proposed use by the Underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2015/2016 New Money Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the Official Statement on behalf of the Authority and the Chairman's execution thereof shall constitute conclusive evidence of the Chairman's approval and this Authority's approval of any changes to the form of Preliminary Official Statement authorized herein.

*Application of Proceeds.* The proceeds from the sale of any series of the 2015/2016 New Money Bonds shall be applied as determined by the Chairman and the Chief of Finance of the Authority as follows:

## RESOLUTION NO. 20815

**continued Resolution**

- (i) the sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the 2015/2016 New Money Bonds sold;
- (ii) to the payment of interest to become due on the 2015/2016 New Money Bonds of such series for a period not later than three years from the date of issuance of such 2015/2016 New Money Bonds as shall be determined by the Chairman in connection with the issuance of such 2015/2016 New Money Bonds;
- (iii) to the payment of costs of the Move Illinois Program;
- (iv) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (v) to pay customary expenses related to the issuance of such 2015/2016 New Money Bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution as shall be set forth in the Supplemental Indenture authorizing such 2015/2016 New Money Bonds.

*Tax-Exemption and Non-Arbitrage.* The Authorized Officers are hereby authorized to take any actions and to execute any documents and certificates necessary to assure that 2015/2016 New Money Bonds issued on a tax-exempt basis do not constitute “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2015/2016 New Money Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Exemption Certificate and Agreement in a form to be approved by bond counsel and by counsel for the Authority.

*Continuing Disclosure.* The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Authority’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2015/2016 New Money Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Authority to finance costs of the Move Illinois Program, with such

## RESOLUTION NO. 20815

**continued Resolution**

insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and this Authority's approval of such insertions, completions and modifications thereof.

*Authorized Acts.* The Chairman, the Executive Director, the Secretary, the Assistant Secretary, the Chief of Finance, the General Counsel, and the Chief Engineer of the Authority are hereby each authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2015/2016 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase Agreement, Official Statement and Continuing Disclosure Agreement.

*Ratification.* All acts and undertakings of the officials or officers of the Authority that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2015/2016 New Money Bonds are in all respects approved and confirmed.

*Costs of Issuance.* The Chief of Finance of the Authority is authorized to pay the costs of issuance of the 2015/2016 New Money Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, upfront and annual rating agency fees, upfront and annual trustee fees, the premium or fee for bond insurance, if any, and all other reasonable and necessary fees and costs of the Authority incurred in connection with the issuance of the 2015/2016 New Money Bonds.

*Approval of Attorney General.* Notwithstanding anything herein to the contrary, this Authority's approval of each Supplemental Indenture and Bond Purchase Agreement is subject to the further approval of such agreements, as to their form and constitutionality, by the Attorney General of the State of Illinois.

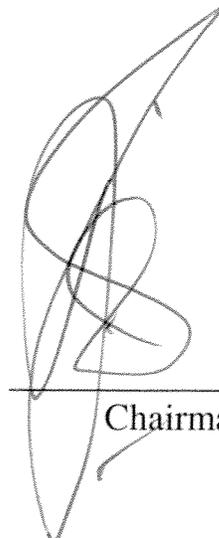
## RESOLUTION NO. 20815

**continued Resolution**

*Severability.* The provisions of this Resolution are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the section, phrases, or provisions.

*Repealer and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. The unused \$200,000,000 aggregate principal amount authorization for the issuance of Additional Senior Bonds contained in Resolution No. 20376, adopted by the Authority on June 26, 2014, is hereby rescinded. This Resolution is effective immediately upon its adoption.

Approved by:

  
\_\_\_\_\_  
Chairman

**NOTE REGARDING SCRIVENER'S ERROR IN RESOLUTION NO. 20816**

Due to a scrivener's error, there are four incorrect references to "...Resolution No. 20376..." in the following Resolution No. 20816. Each of such four references to Resolution No. 20376 should have been, and should be deemed to be, a reference to Resolution No. 20588.

A handwritten signature in cursive script that reads "Christi Regner". The signature is written in black ink and is positioned above a horizontal line.

---

Secretary

## RESOLUTION NO. 20816

**Background**

It is necessary and desirable for The Illinois State Toll Highway Authority ("Tollway") to retain certain financial firms to provide, on an as-needed basis, underwriting services for new bond issues and remarketing services for existing and, as applicable, new bond issues.

Pursuant to competitive procurement process RFP#12-0045, on August 23, 2012 the Tollway approved Resolution No. 19747, as amended by Resolution No. 19763 on September 27, 2012, authorizing, for an initial term of three years with options to renew for up to two years, the selection of:

- (i) the following financial firms to serve, on an as-needed basis as determined by the Tollway, as senior managing underwriter, co-senior managing underwriter, and/or remarketing agent:

Barclays Capital Inc.;

BMO Capital Markets GKST Inc.;

Citigroup Global Markets Inc.;

Goldman, Sachs & Co.;

Jefferies & Company, Inc.;

J.P. Morgan Securities LLC;

Loop Capital Markets LLC;

Merrill Lynch Pierce Fenner & Smith Incorporated;

Morgan Stanley & Co. LLC;

RBC Capital Markets, LLC;

Samuel A. Ramirez & Co., Inc.;

Siebert Brandford Shank & Co., L.L.C.;

Wells Fargo Bank, N.A.; and

William Blair & Company, L.L.C.

(Collectively, the "Senior Pool"); and

- (ii) certain financial firms to serve, on an as-needed basis, as co-managing underwriter, which such firms currently consist of the following:

## RESOLUTION NO. 20816

**continued Background**

Cabrera Capital Markets, LLC;  
Duncan-Williams, Inc.;  
Fifth Third Securities, Inc.;  
George K. Baum & Company;  
Janney Montgomery Scott LLC;  
KeyBanc Capital Markets Inc.;  
Mesirow Financial, Inc.;  
Oppenheimer & Co. Inc.;  
Piper Jaffray & Co.;  
PNC Capital Markets LLC;  
Raymond James & Associates, Inc.;  
Rice Securities, LLC;  
Robert W. Baird & Co. Incorporated;  
Stifel Nicolaus & Company, Inc.;  
The Williams Capital Group, L.P.; and  
U.S. Bancorp Investments, Inc./U.S. Bank National Association  
(Collectively, the "Co-Manager Pool").

The initial term of the Senior Pool and Co-Manager Pool ends on December 31, 2015.

It is necessary and desirable for the Tollway to periodically authorize the assignment of underwriting groups to Tollway bond issues from among firms in the Senior Pool and Co-Manager Pool. On February 26, 2015, the Tollway approved Resolution No. 20376 authorizing, among other things, the assignment of the following underwriting group to the Tollway's issuance of 2015 Refunding Bonds (as such term is defined in Resolution No. 20376): BMO Capital Markets GKST Inc. and Samuel A. Ramirez & Co., Inc. as senior managing underwriters representing an underwriting group consisting of themselves and co-senior managing underwriters Barclays Capital Inc. and Goldman, Sachs & Co. and co-managing underwriters Fifth Third Securities, Inc., Oppenheimer & Co. Inc., Piper Jaffray & Co., PNC Capital Markets LLC, and Stifel Nicolaus & Company, Inc.

## RESOLUTION NO. 20816

**continued Background**

As of the date of this Resolution, the Tollway has not issued any 2015 Refunding Bonds. Due to a pending acquisition of BMO Capital Markets GKST Inc., the continued availability of BMO Capital Markets GKST Inc. in the Senior Pool is uncertain.

**Resolution**

The one year renewal of the Senior Pool and Co-Manager Pool is approved. The Executive Director, Chief of Finance and Chief of Procurement are authorized to execute any and all documents, subject to review and approval of the General Counsel, necessary to effectuate the one year renewal of the Senior Pool and Co-Manager Pool for the period January 1– December 31, 2016, provided that there is no increase to the rates of compensation contained in the original agreements. The Chief of Finance is authorized to issue warrants in payment thereof.

The authorization in Resolution No. 20376 of an underwriting group for the issuance of 2015 Refunding Bonds (as defined in Resolution No. 20376) is rescinded.

The following underwriting group assignments are authorized for the Tollway's next two bond issues. Per pricing established in connection with procurement process RFP#12-0045, underwriting takedowns shall not exceed \$2.50 per \$1,000 par amount of bonds underwritten.

**Underwriting Group for Next Bond Issue:** Samuel A. Ramirez & Co., Inc. as senior managing underwriter representing an underwriting group consisting of itself and co-senior managing underwriters Barclays Capital Inc., Goldman, Sachs & Co., and J.P. Morgan Securities LLC and co-managing underwriters Fifth Third Securities, Inc., Oppenheimer & Co. Inc., Piper Jaffray & Co., PNC Capital Markets LLC, and Stifel Nicolaus & Company, Inc.

RESOLUTION NO. 20816

**continued Resolution**

**Underwriting Group for Following Bond Issue:** RBC Capital Markets, LLC and Siebert Brandford Shank & Co., L.L.C. as senior managing underwriters representing an underwriting group consisting of themselves and co-senior managing underwriters Wells Fargo Bank, N.A. and William Blair & Company, L.L.C., and co-managing underwriters Duncan-Williams, Inc., George K. Baum & Company, Mesirow Financial, Inc., Janney Montgomery Scott LLC, KeyBanc Capital Markets Inc., and Robert W. Baird & Co. Incorporated.

Approved by:



\_\_\_\_\_

Chairman

RESOLUTION NO. 20817

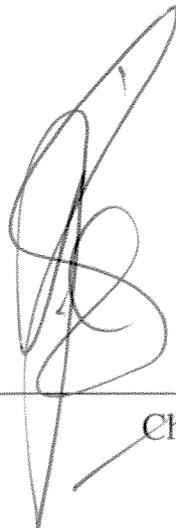
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in establishing a commercial relationship for Rockford Metro Retail Area I-PASS Transponder Placement Services. Pursuant to the Tollway's Request for Proposals No. 14-0107R, which proposals were evaluated by a selection committee, the Tollway has determined that Road Ranger LLC provides the best value for Rockford Metro Retail Area I-PASS Transponder Placement Services. These services will be provided at no cost to the Tollway, and this vendor will also provide marketing-related services associated with I-PASS, also at no cost.

**Resolution**

The proposal from Road Ranger LLC for the establishment of Rockford Metro Retail Area I-PASS Transponder Placement Services and related marketing support and services is accepted. Contract No. 14-0107R is approved at no cost to the Tollway. 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. 20818

**Background**

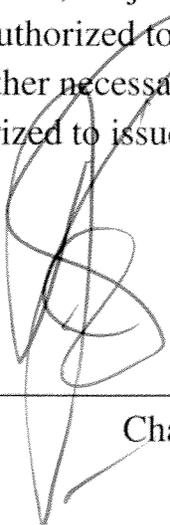
The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Transponder Fulfillment Services (Contract No. 11-0200) from Ada S. McKinley Community Services, Inc. (a State Use Vendor). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$2,630,000.00 for the purchase of additional Transponder Fulfillment Services.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 11-0200 for the purchase of additional Transponder Fulfillment Services from Ada S. McKinley Community Services, Inc. is approved in an amount not to exceed \$2,630,000.00 (increase from \$3,610,000.00 to \$6,240,000.00). 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



RESOLUTION 20819

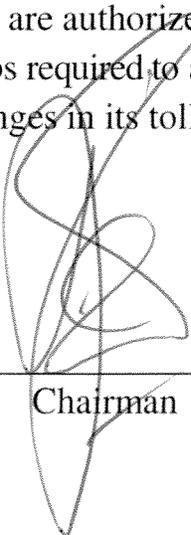
**Background**

It is in the best interest of the Tollway and its patrons to amend the administrative rules to provide for an appropriate violation fine structure for violations that might occur on the Elgin/O’Hare Western Access Tollway (“EOWA”). The EOWA Tollway, which is expected to open in part during 2016, will have more frequent, regularly spaced toll collection points. The proposed changes will implement a \$10 fine per toll violation (\$20 on the remainder of the Tollway system) and an additional \$25 penalty (\$50 for violations occurring on the remainder of the Tollway system) if the toll and original fine is not paid within 30 days after notice of a final order of liability.

**Resolution**

The Chief of Business Systems, the General Counsel and the appropriate Tollway officials are authorized to request necessary approvals and take appropriate steps required to amend the Tollway’s current administrative rules to provide for changes in its toll violation fine structure substantially as outlined above.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 20820

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Bulk Rock Salt through the Central Management Services ("CMS") master contract with Cargill Salt Div. and Compass Minerals America, Inc. (Tollway Contract No. 15-0076) for an aggregate upper limit of compensation not to exceed \$3,328,526.00. 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 Bulk Rock Salt from Cargill Salt Div. and Compass Minerals America, Inc. (Tollway Contract No. 15-0076) is approved in an aggregate amount not to exceed \$3,328,526.00. 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. 20821

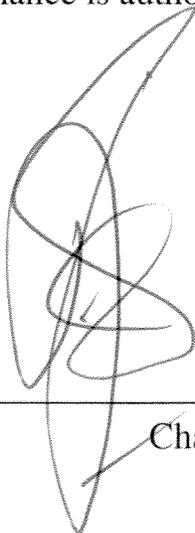
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring High-Speed Coin Counters and Printers. Pursuant to the Tollway's Invitation for Bids No. 14-0145R, the Tollway has determined that Glory Global Solutions Inc. is the lowest responsible bidder for High-Speed Coin Counters and Printers for an upper limit of compensation not to exceed \$214,838.48.

**Resolution**

The bid from Glory Global Solutions Inc. for the purchase of High-Speed Coin Counters and Printers is accepted. Contract No. 14-0145R is approved in an amount not to exceed \$214,838.48. 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. 20822

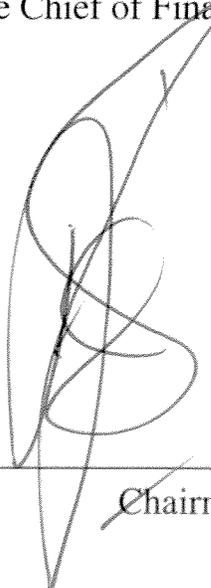
**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Aluminum Extrusions (Contract No. 13-0013) from MDSolutions, 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 \$280,000.00 for the purchase of additional Aluminum Extrusions.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 13-0013 for the purchase of additional Aluminum Extrusions from MDSolutions, Inc. is approved in an amount not to exceed \$280,000.00 (increase from \$540,553.76 to \$820,553.76). 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

9/24/15

6.3/4

RESOLUTION NO. 20823  
RESCINDING RESOLUTION NO. 20751

**Background**

The Illinois State Toll Highway Authority (the "Tollway") seeks to rescind Resolution No. 20751 for Contract No. 13-0057 for the procurement of Landfill Services through a Tollway Invitation for Bids with Advanced Disposal Services Orchard Hills Landfill, Inc.; Advanced Disposal Services Zion Landfill, Inc.; and Markham Transfer & Recycling, LLC. This award was presented at the July 23, 2015, Board Meeting. Subsequently, the three awardees were deemed non-responsive.

**Resolution**

Resolution No. 20751 is rescinded in its entirety.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 20824

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) for the Board of Directors to delegate certain authority under Sections 719 of the Trust Indenture (as amended) and 109.07 of the Tollway Supplemental Specifications with respect to approval and release of retained funds on construction contracts. There are routine requests for the release of retained funds and unnecessary delays may work to the detriment of Tollway contractors, and in particular small business subcontractors. In the interest of efficiency and to expedite the approval of the requests to release certain retained funds, the Executive Director can be vested with authority, per specific Board action via the instant Resolution to authorize partial and final releases of retainage subject to the provisions identified above. The Board finds that the Executive Director is in the best position to facilitate timely approval of requests to release retained funds on construction contracts.

**Resolution**

The Tollway Board of Directors hereby delegates authority to the Executive Director to approve requests for partial and full release of retained funds on construction contracts, and to approve such releases upon the recommendation of the Chief Engineer and in accordance with the Tollway Trust Indenture (as amended) and the Tollway Supplemental Specifications. The Chief Engineer shall, on a monthly basis or as soon as reasonably practicable, supply the Board a listing of all releases of retainage reviewed and approved during the prior month.

Approved by: \_\_\_\_\_

Chairman

## RESOLUTION NO. 20825

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4661 for Building Removal on the North-South bypass of the Elgin O'Hare Western Access Tollway (EOWA) at Powell Street and Acorn Lane. The lowest responsible bidder on Contract No. I-15-4661 is Alpine Demolition Services, LLC in the amount of \$910,850.00.

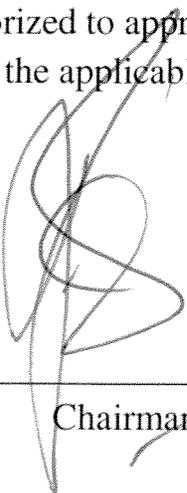
**Resolution**

Contract No. I-15-4661 is awarded to Alpine Demolition Services, LLC in the amount of \$910,850.00, 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. 20826

**Background**

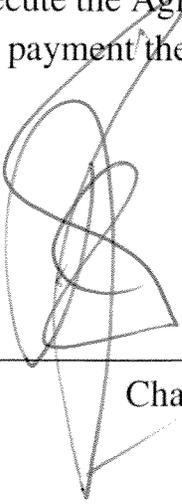
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19684 approved April 26, 2012 entered into an Agreement with Elmhurst Joint Venture on Contract I-11-4020 for Design Services for Interchange Improvements on the Jane Addams Memorial Tollway (I-90) at Milepost 73.5 (Elmhurst Road).

Per Tollway request, Elmhurst Joint Venture has submitted a proposal to provide Supplemental Design Services for Contract I-11-4020, increasing the contract upper limit by \$137,813.90 from \$5,378,769.00 to \$5,516,582.90. It is necessary and in the best interest of the Tollway to accept the proposal from Elmhurst Joint Venture.

**Resolution**

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Elmhurst Joint Venture 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

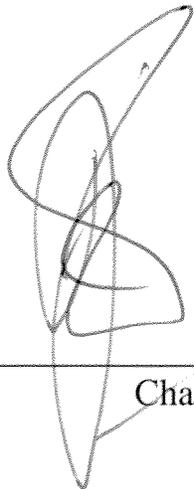
RESOLUTION NO. 20827

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20517 approved on November 20, 2014, entered into an Agreement for Contract No. I-14-4210 with Lorig Construction Company for Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 73.3 (Oakton Street) to Milepost 75.1 (Wolf Road). This Extra Work Order is to provide for bridge pier removal required for modification of a retaining wall.

**Resolution**

The Extra Work Order in the amount of \$449,673.75 increasing the upper limit of compensation with Lorig Construction Company under the Agreement from \$54,956,312.60 to \$55,405,986.35 on Contract No. I-14-4210 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: \_\_\_\_\_

Chairman

RESOLUTION NO. 20828

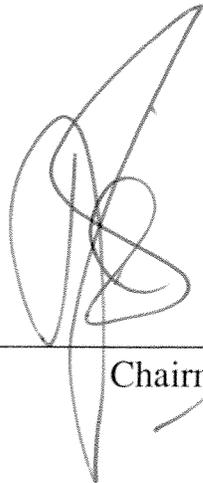
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20302 approved on March 27, 2014, entered into an Agreement for Contract No. I-13-4618 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Elmhurst Road West Bridge and Interchange on the Jane Addams Memorial Tollway (I-90) at Milepost 73.5 (Elmhurst Road); and Elmhurst Road from South of Landmeier to Oakton Street. This Change Order is to provide for subgrade soil modification, and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order in the amount of \$397,390.03 increasing the upper limit of compensation with F.H. Paschen, S.N. Nielsen & Associates, LLC under the Agreement from \$30,650,693.53 to \$31,048,083.56 on Contract No. I-13-4618 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

RESOLUTION NO. 20829

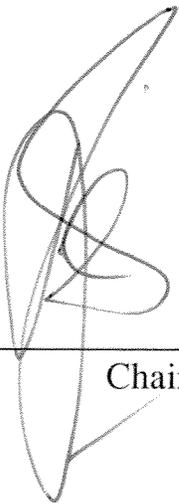
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20248 approved on February 27, 2014, entered into Contract No. I-13-4167 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Bridge Reconstruction, on the Jane Addams Memorial Tollway (I-90) at Milepost 60.4 (Bartlett Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-13-4167 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 20830

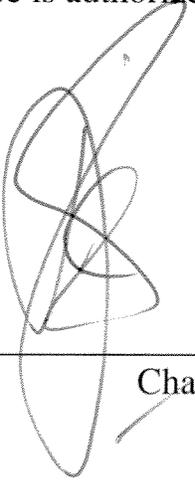
**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20002 approved on June 27, 2013, entered into Contract No. RR-13-4130 with William Charles Construction Company, LLC for Ramp Reconstruction and Mainline Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 17.5 (US Business 20) to Milepost 2.7 (Rockton Road). To the Tollway's knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. RR-13-4130 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: \_\_\_\_\_

  
Chairman

## RESOLUTION NO. 20831

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20006 approved on June 27, 2013, entered into Contract No. I-13-4124 with Plote Construction, Inc. for Widening & Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 45.8 (West of IL Route 47) to Milepost 49.7 (West of the Union Pacific Railroad). To the Tollway's knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-13-4124 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: \_\_\_\_\_

Chairman

RESOLUTION NO. 20832

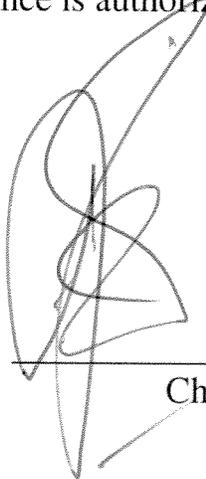
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20028 approved on July 25, 2013, entered into Contract No. I-13-4133 with Curran Contracting Company for Widening & Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 24.9 (Genoa Road) to Milepost 33.5 (Anthony Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-13-4133 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:



Chairman

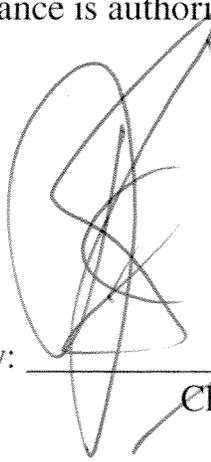
## RESOLUTION NO. 20833

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20355 approved on May 22, 2014, entered into Contract No. I-14-4183 with William Charles Construction Company, LLC for Intelligent Transportation System (ITS) Fiber Optic Extension and Dynamic Message Sign (DMS) Installation on the Jane Addams Memorial Tollway (I-90) from Milepost 15.6 (US 20/State Street) to Milepost 17.9 (Mill Road) and I-39 from Milepost 121.1 to 122.5 (Harrison Ave). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-14-4183 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:  \_\_\_\_\_  
Chairman

## RESOLUTION NO. 20834

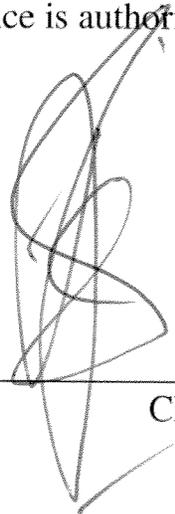
**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19608 approved on January 26, 2012, entered into Contract No. RR-10-5620 with Allied Landscaping Corporation for Landscape and Improvements on the Tri-State Tollway (I-294) from Milepost 30.5 (Roosevelt Road) to Milepost 52.0 (Sanders Road Overpass); Tri-State Tollway (I-94) from Milepost 0.0 (Wisconsin State Line) to Milepost 25.0 (Lake-Cook Road); Jane Addams Memorial Tollway (I-90) from Milepost 49.25 to Milepost 49.5 (IL Route 72) and Milepost 68.0 to Milepost 68.5 (at I-290/IL Route 53). To the Tollway's knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. RR-10-5620 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:



Chairman

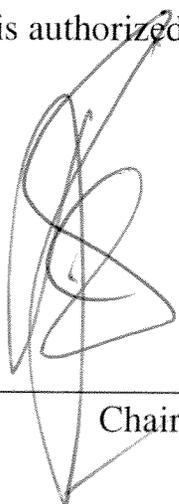
RESOLUTION NO. 20835

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20241 approved on February 27, 2014, entered into Contract No. RR-13-5688 with Era Valdivia Contractors, Inc. for Systemwide Bridge Painting on the Tri-State Tollway (I-294) at Milepost 40.8 (I-90) and Milepost 43.5 (Algonquin Road); and Veterans Memorial Tollway (I-355) at Milepost 12.3 (I-55) and Milepost 26.5 (Union Pacific Railroad). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. RR-13-5688 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:  \_\_\_\_\_  
Chairman

RESOLUTION NO. 20836  
AMENDING RESOLUTION NO. 20772

**Background**

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 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 20772 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 (1<sup>st</sup> 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 20772 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 \$160,000,000.00 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. 20836  
AMENDING RESOLUTION NO. 20772

**Resolution – Continued**

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

9/24/15

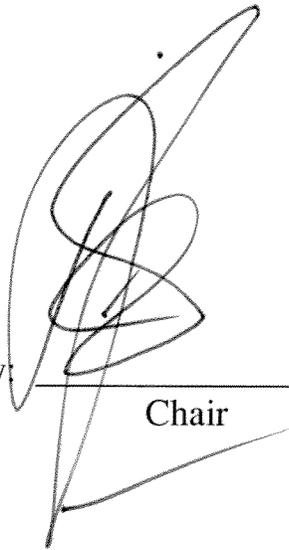
6.4/13

RESOLUTION NO. 20836  
AMENDING RESOLUTION NO. 20772

**Resolution – Continued**

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 \$160,000,000.00.

Approved by:



Chair

**Resolution – Continued- Exhibit ‘A’**

**PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS**

**ELMHURST INTERCHANGE AND EOWA**

**Resolution – Continued- Exhibit ‘A’**

**PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS**

**ELMHURST INTERCHANGE AND EOWA**

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

| <b>Elmhurst Road Interchange</b> | <b>PREVIOUSLY IDENTIFIED</b>   |
|----------------------------------|--|
| <b><u>PARCEL NUMBER</u></b>      | <b><u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u></b>  |
| 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 RR-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

Elmhurst Road Interchange      PREVIOUSLY IDENTIFIED

**PARCEL NUMBER**                      **COOK COUNTY PIN NUMBER/OR DESCRIPTION**

|              |  |
|--------------|--|
| 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<br>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 RR-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-12-003                | 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<br>07-34-401-022  | Cook                  |
| EO-1A-12-021                | 02-01-200-031<br>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<br>07-34-400-026  | Cook                  |
| EO-1A-12-037                | 07-34-401-013<br>07-34-400-019<br>07-34-402-030<br>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<br>03-06-200-001  | DuPage                |
| EO-1A-12-049                | 03-06-100-009<br>03-06-200-011  | DuPage                |
| EO-1A-12-900                | That part of Hamilton Parkway in<br>Hamilton Lakes Commerce Center<br>Subdivision in the northeast quarter of<br>section 1, township 40 north, range 10 | DuPage                |

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

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

| <b><u>Parcel</u></b> | <b><u>PIN NUMBER/OR DESCRIPTION</u></b>   | <b><u>County</u></b> |
|----------------------|---|----------------------|
| 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 RR-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

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

| <b><u>Parcel</u></b> | <b><u>PIN NUMBER/OR DESCRIPTION</u></b>   | <b><u>County</u></b> |
|----------------------|---|----------------------|
| 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 RR-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

| <b>Elgin O'Hare Western Access</b> |   | <b>PREVIOUSLY IDENTIFIED</b> |
|------------------------------------|---|------------------------------|
| <b><u>Parcel</u></b>               | <b><u>PIN NUMBER/OR DESCRIPTION</u></b>   | <b><u>County</u></b>         |
| 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,<br>03-05-301-063  | DuPage                       |
| EO-1B-12-153                       | 03-05-313-001 thru 03-05-313-188,<br>03-05-301-063  | DuPage                       |
| EO-1B-12-154                       | 03-05-313-001 thru 03-05-313-188,<br>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 RR-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

| <b>Elgin O'Hare Western Access</b> |  | <b>PREVIOUSLY IDENTIFIED</b> |                      |
|------------------------------------|--|------------------------------|----------------------|
| <b><u>Parcel</u></b>               | <b><u>PIN NUMBER/OR DESCRIPTION</u></b>  |                              | <b><u>County</u></b> |
| 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 RR-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 RR-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,<br>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 RR-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

| <b>Elgin O'Hare Western Access</b> | <b>PREVIOUSLY IDENTIFIED</b>  |                      |
|------------------------------------|---|----------------------|
| <b><u>Parcel</u></b>               | <b><u>PIN NUMBER/OR DESCRIPTION</u></b>   | <b><u>County</u></b> |
| 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,<br>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,<br>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<br>DISTRIBUTION PARK IN BENSENVILLE,<br>UNIT NO. 2, BEING A SUBDIVISION OF<br>PART OF THE SOUTH HALF OF SECTION 2,<br>TOWNSHIP 40 NORTH, RANGE 11 EAST OF<br>THE THIRD PRINCIPAL MERIDIAN | DuPage               |
| EO-1B-12-933                       | THAT PART OF LOT 8 IN THORNDALE<br>DISTRIBUTION PARK IN BENSENVILLE,<br>UNIT NO. 2, BEING A SUBDIVISION OF<br>PART OF THE SOUTH HALF OF SECTION 2,<br>TOWNSHIP 40 NORTH, RANGE 11 EAST OF<br>THE THIRD PRINCIPAL MERIDIAN | DuPage               |
| WA-1D-12-006                       | 12-19-400-119   | Cook                 |

**EXHIBIT "A"**  
**Project RR-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> |
| 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 RR-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> |
|---------------|--|---------------|
| 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,<br>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          |

**Elgin O'Hare Western Access      ADDED IDENTIFIED PARCELS**

| <u>Parcel</u> | <u>PIN NUMBER/OR DESCRIPTION</u> | <u>County</u> |
|---------------|----------------------------------|---------------|
| 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          |

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

| <b>Elgin O'Hare Western Access</b> |  | <b>ADDED IDENTIFIED PARCELS</b> |  |
|------------------------------------|--|---------------------------------|--|
| <b>Parcel</b>                      | <b>PIN NUMBER/OR DESCRIPTION</b>   | <b>County</b>                   |  |
| 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<br>08-36-102-030, 08-36-102-036, 08-36-102-037   | Cook                            |  |
| 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<br>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<br>WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT<br>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<br>WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT<br>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<br>WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT<br>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<br>08-25-301-009, 08-25-301-010, 08-25-301-011   | Cook                            |  |

## RESOLUTION NO. 20837

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) and the City of Elgin (“City”). As part of the Jane Addams Memorial Tollway (I-90) improvement project, the Tollway will reconstruct the Illinois Route 25 Bridge over I-90 and will reconstruct the ramps at this interchange.

IDOT has agreed to accept financial responsibility for the reconstructed Illinois Route 25 bridge deck. In addition, it will assume responsibility for the costs associated with a multi-use path, approach pavement, parapet walls and railings.

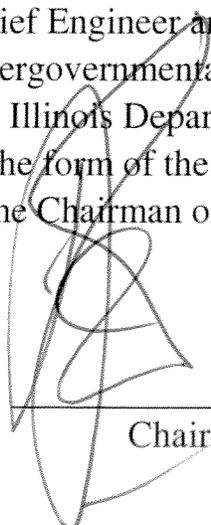
Further, the City has requested that the Tollway include in its project the relocation of the City’s water main crossing I-90, a sidewalk, and pedestrian signals.

The estimated cost to IDOT is \$2,231,648 and the cost to the City is estimated at \$676,670.

Resolution

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

Approved by:



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF ELGIN**

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", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT" and THE CITY OF ELGIN, a municipal corporation of the State of Illinois, hereinafter called the "CITY", 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-13-4104 (hereinafter referred to as the "PROJECT") by making the following improvements:

The I-90 pavement will be reconstructed and widened within the limits of the Illinois Route 25 interchange to provide a fourth lane in each direction and a wider inside shoulder. The Illinois Route 25 Bridge (ILLINOIS TOLLWAY Bridge 501, DEPARTMENT Bridge 045-0042) over I-90 and the Illinois Route 25 Ramp AB Bridge (ILLINOIS TOLLWAY Bridge 503, DEPARTMENT Bridge 016-9957) over I-90 will both be reconstructed. A portion of Illinois Route 25 approximately 960 feet north of the bridge and approximately 570 feet south of the bridge will be reconstructed to accommodate the new vertical alignment of the Illinois Route 25 Bridge. The interchange ramps A, B, C, and D will be reconstructed and the existing traffic signals at the ramps modified. Retaining walls will be constructed and noise abatement walls will be installed at various locations. A new drainage system will be constructed and new roadway lighting installed. The Ramp B and Ramp D toll plazas will be relocated, and any 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 a 10 foot wide multi-use path with a parapet/railing adjacent to the traveled way on the west side of the bridge. A raised sidewalk will be constructed along the east side of the bridge. Flat "shelf" areas for a future multi-use path along the west side of Illinois Route 25 and a future sidewalk along the east side of Illinois Route 25 will be constructed within the pavement reconstruction limits which is approximately 300 feet north of the bridge and approximately 200 feet south of the bridge. A southbound left turn lane into the Lexington Inn will also be provided. A portion of Duncan Avenue and the adjacent Fox River Trail path will be reconstructed to construct the I-90 drainage outfall and the CITY's landscaped medians located on the north and east legs of the Illinois Route 25/Illinois Route 25 Ramp intersection will be removed and reconstructed in kind; and

WHEREAS, the DEPARTMENT requests that the ILLINOIS TOLLWAY include in its PROJECT the transition from a raised sidewalk (along the west side of the bridge structure) to a multi-use path with a parapet/railing adjacent to the through lanes; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT the relocation of the CITY's water main crossing I-90 which is under ILLINOIS TOLLWAY Permit Number NW 00-49, due to a vertical conflict with the proposed mainline trunk sewer, provide a sidewalk on the east side of the Illinois Route 25 right of way from the Illinois Route 25 Ramp AB south to Trout Park Boulevard and add pedestrian signals for the crossing at Illinois Route 25 and the Toll Highway Ramp; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DEPARTMENT's request to transition from a raised sidewalk (along the west side of the bridge structure) to a multi-use path with a parapet/railing adjacent to the through lanes, and also agrees to the CITY's request to relocate the CITY's water main in conflict with the PROJECT and to install a sidewalk on the east side of Illinois Route 25 right of way from the Illinois Route 25 Ramp AB south to Trout Park Boulevard; and

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

WHEREAS, the ILLINOIS TOLLWAY, the DEPARTMENT and the CITY 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 DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.*, and pursuant to its powers as a home rule unit, 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 DEPARTMENT and the CITY as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the DEPARTMENT and the CITY for their review and comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

- B. The DEPARTMENT and the CITY shall review the plans and specifications which impact the DEPARTMENT's and the CITY's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT or the CITY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT and the CITY shall mean the DEPARTMENT and the CITY agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT's and the CITY's maintained highways. In the event of disapproval, the DEPARTMENT and/or the CITY 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 final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT and the CITY by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, 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 DEPARTMENT and the CITY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use 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 DEPARTMENT or the CITY. The permits and rights of access to be provided by the CITY to the ILLINOIS TOLLWAY pursuant to this AGREEMENT are as follows:
  - i. Permits for relocation of the CITY's water main crossing I-90 which is under ILLINOIS TOLLWAY Permit Number NW 00-49.
  - ii. Access to other CITY streets for detour routes during construction of the PROJECT as necessary and as permitted and approved by the CITY.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of

Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2013, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of right of way is not required from the DEPARTMENT or the CITY for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DEPARTMENT's right of way, the CITY's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. It is understood that none of the PARTIES have consented in this AGREEMENT to the transfer of any interest in the PARTIES property or rights of way which a PARTY may deem necessary for the maintenance and operation of their respective highway systems.
- C. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's and/or the CITY's right of way needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the DEPARTMENT, shall upon the ILLINOIS TOLLWAY's application to the DEPARTMENT's permit form, (OPER-1045 form) or upon the ILLINOIS TOLLWAY's application to the CITY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the DEPARTMENT and/or the CITY shall waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT or the CITY.

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT and the CITY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT and/or CITY 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: 1) to ILLINOIS TOLLWAY facilities where they cross DEPARTMENT and/or CITY highway rights of way; and 2) to DEPARTMENT and/or CITY facilities improved as part of the PROJECT.
- C. The DEPARTMENT and the CITY agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT or CITY rights of way, where improvements to

DEPARTMENT and/or CITY highways are proposed by the DEPARTMENT and/or CITY to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.

- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of DEPARTMENT and CITY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT or the CITY.
- E. At all locations where utilities are located on DEPARTMENT and/or CITY rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT and the CITY agree to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT and/or the CITY for any and all out of pocket cost the DEPARTMENT and/or the CITY may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT and/or the CITY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the DEPARTMENT's and/or the CITY's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or the CITY or due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT and/or the CITY agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The DEPARTMENT and/or the CITY agree 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.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the DEPARTMENT's and the CITY's concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT and/or the CITY 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 DEPARTMENT and the CITY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT and/or the CITY shall be submitted to the DEPARTMENT and/or the CITY for approval prior to commencing such work. The DEPARTMENT and/or the CITY 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 DEPARTMENT and/or CITY shall detail in writing

its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT and/or the CITY within thirty (30) calendar days after delivery to the DEPARTMENT and/or the CITY of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT and/or the CITY.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT and/or the CITY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the DEPARTMENT and/or the CITY prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- E. The DEPARTMENT and the CITY, and their 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 DEPARTMENT's and the CITY's system. The DEPARTMENT and the CITY shall assign personnel to perform inspections on behalf of the DEPARTMENT and/or the CITY of all work included in the PROJECT that affects the DEPARTMENT's and the CITY'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.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT and the CITY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT and the CITY, and the DEPARTMENT and the CITY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT or the CITY 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 DEPARTMENT or the CITY. At the request of the DEPARTMENT and/or the CITY, 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 DEPARTMENT's and/or the CITY'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 DEPARTMENT and/or the CITY shall perform such joint re-inspections within

seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- H. 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 Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

## 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 DEPARTMENT and the CITY 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 that 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 DEPARTMENT is \$1,940,564.12 for construction costs, \$97,028.20 (5% of construction costs) for preliminary and design engineering, and \$194,056.41 (10% of construction costs) for construction engineering for a total estimated cost of \$2,231,648.73, based on actual bid prices.
- D. It is further agreed that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the Illinois Route 25 bridge deck including, but not limited to the deck, the cost differential required for the wider bridge deck, the parapets, railings and approach pavements, and all proposed roadway improvements on Illinois Route 25 within the reconstruction limits as described in the Recital section of this AGREEMENT.
- E. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY is \$588,409.42 for construction costs, \$29,420.47 (5% of construction costs) for preliminary and design engineering and \$58,840.94 (10% of construction costs) for construction engineering for a total estimated cost of \$676,670.83, based on actual bid prices.
- F. It is further agreed that notwithstanding the estimated cost, the CITY shall be responsible for the actual costs associated with the relocation of the CITY's water main in conflict with the PROJECT and the installation of the sidewalk on the east side of the Illinois Route 25 right of way from the Illinois Route 25 Ramp AB south to Trout Park Boulevard and the pedestrian signals associated with the crossing at Illinois Route 25 and the Toll Highway Ramp AB as described in the Recital section of this AGREEMENT.

- G. The DEPARTMENT agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the DEPARTMENT 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.
- H. The CITY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY 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.
- I. It is mutually understood that the CITY, the DEPARTMENT 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, provided, however, any such obligation of the CITY in excess of \$20,000.00 shall require a written amendment to this AGREEMENT executed by the PARTIES hereto.

## **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 DEPARTMENT and/or the CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT or the CITY.
- 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.
  - 4. Type 4. An intersection where a grade separation structure has been constructed to carry a toll highway ramp over the toll highway.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 25 within the PROJECT limits in its entirety, including the new storm sewer along the west side of Illinois Route 25 which extends northerly across I-90 then westerly to the Fox River. Such maintenance responsibilities for the ILLINOIS TOLLWAY and the DEPARTMENT are further detailed in the Intergovernmental Agreement executed on December 21, 1960 and reiterated below.
- B. The CITY agrees to maintain, or cause to maintain, the new sidewalk on the east side of the Illinois Route 25 right of way from the Illinois Route 25 Ramp AB south to Trout Park Boulevard and the portion of Duncan Avenue and the adjacent Fox River Trail path that was reconstructed to construct the I-90 drainage outfall and the CITY's landscaped medians located on the north and east legs of the Illinois Route 25/Illinois Route 25 Ramp intersection. Those portions of the PROJECT along Illinois Route 25 which are not maintained by the ILLINOIS TOLLWAY or the DEPARTMENT, including parking lanes and their adjacent curb and gutter, parkways, guardrails, crosswalk and stop line markings, CITY owned utilities including appurtenances thereto, CITY owned highway lighting including furnishing the electrical energy thereof. The CITY will also retain ownership and maintenance of the relocated water main under I-90, on ILLINOIS TOLLWAY property in accordance with the permit issued by the ILLINOIS TOLLWAY

to the CITY, and any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety.

- C. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side approaches, up to the through edge of pavement of Illinois Route 25. Drainage facilities, if any, at the aforementioned side roads located within the DEPARTMENT right of way shall be the joint maintenance responsibility of the DEPARTMENT and the CITY, unless there is an agreement specifying different responsibilities.
- D. Upon acceptance by the DEPARTMENT of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

| <u>INTERSECTION</u>                 | <u>MAINTENANCE</u> | <u>ELEC. ENERGY</u> |
|-------------------------------------|--------------------|---------------------|
| IL. Route 25 @ IL. Route 25 Ramp AB |                    |                     |
| DEPARTMENT Share                    | (100%)             | (100%)              |
| CITY Share                          | (0%)               | (0%)                |

- E. It is mutually agreed that the actual traffic signal maintenance will be performed by the DEPARTMENT, either with its own forces or through an ongoing contractual agreement.
- F. The DEPARTMENT agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals.
- G. The DEPARTMENT retains the right to control the sequences and timing of the traffic signals.
- H. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.
- I. Payment by the DEPARTMENT of any or its entire share of maintenance and/or electric energy costs is contingent upon the DEPARTMENT receiving adequate funds in its annual appropriation.
- J. The PARTIES hereto agree that the traffic signal maintenance and energy provisions of this AGREEMENT shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this AGREEMENT or any amendment hereto remain in place either in their current or some

modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the PARTIES hereto.

- K. The DEPARTMENT's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal modification to be maintained by the DEPARTMENT. The DEPARTMENT's Electrical Maintenance Contractor shall invoice the CITY for the maintenance costs related to the "Emergency Vehicle Pre-Emption System" equipment. The CITY shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the CITY in accordance with the recommendations of the manufacturer.
- L. It is mutually agreed, if, in the future, the DEPARTMENT adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the CITY agrees to be financially responsible for all costs to relocate or reconstruct the "Emergency Vehicle Pre-Emption System" equipment in conjunction with the DEPARTMENT's proposed improvement.
- M. 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):

| <u>Type of Bridge Structure</u> | <u>Affected Roadway</u>   |
|---------------------------------|---------------------------|
| Type 4                          | Illinois Route 25 Ramp AB |
| Type 3                          | Illinois Route 25         |

1. Type 2 - DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

- a. The DEPARTMENT has all maintenance responsibility as to the following:
  - i. All DEPARTMENT right of way and DEPARTMENT 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;
  - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
  - v. Drainage facilities above structural beams and girders;
  - vi. All lighting except underpass;

- vii. All DEPARTMENT signals and signs;
  - viii. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT 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 DEPARTMENT drainage.
- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - v. All underpass lighting.
2. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
- a. The DEPARTMENT and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "DEPARTMENT over".
  - b. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:
    - i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with ILLINOIS TOLLWAY ramps;
    - ii. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;

- iii. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
  - iv. All guardrails on the DEPARTMENT right of way and highway roadway;
  - v. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
  - vi. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- c. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
- i. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
  - ii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the DEPARTMENT's pavement;
  - iii. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the ILLINOIS TOLLWAY shall maintain all ramp bridge structures;
  - iv. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
  - v. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;

- vi. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.

Type 4 – The ILLINOIS TOLLWAY shall have maintenance of the entire grade separation structure.

- N. 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 (Superload 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 DEPARTMENT as to the bridge conditions which warrant such restrictions;
  4. 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 DEPARTMENT before such closure;
- O. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- P. 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.
- Q. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.

- R. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.
- S. The CITY 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 new sidewalk on the east side of the ILLINOIS Route 25 right of way from the Illinois Route 25 Ramp AB south to Trout Park Boulevard, the portion of Duncan Avenue and the adjacent Fox River Trail path that was reconstructed to construct the I-90 drainage outfall and the CITY's landscaped medians located on the north and east legs of the Illinois Route 25/Illinois Route 25 Ramp intersection. The provisions of this paragraph are subject to the proper initial construction by the ILLINOIS TOLLWAY of such improvements and the CITY's acceptance of same.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, each PARTY shall continue to maintain all portions of the PROJECT within the individual PARTIES right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by each of the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.
- C. The DEPARTMENT 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.
- D. Nothing herein is intended to prevent or preclude the DEPARTMENT 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.
- E. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 25 that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The

DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 25.

- F. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the City of Elgin, the Illinois Department of Transportation 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 DEPARTMENT shall retain jurisdiction of Illinois Route 25 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 of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. 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.
- F. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT and the CITY'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.

- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the DEPARTMENT's requested work, utilities, facilities, roadways, etc., or a dispute concerning the plans and specifications for the DEPARTMENT's requested work, utilities, facilities, roadways, etc., the Chief Engineer of the ILLINOIS TOLLWAY and the DEPARTMENT's Deputy Director/Region One Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the DEPARTMENT's requested work, utilities, facilities, roadways, etc., the decision of the DEPARTMENT's Deputy Director/Region One 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.
- H. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the CITY's requested work, utilities, facilities, roadways, etc., or a dispute concerning the plans and specifications for the CITY's requested work, utilities, facilities, roadways, etc., the Chief Engineer of the ILLINOIS TOLLWAY and the CITY's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY's requested work, utilities, facilities, roadways, etc., the decision of the CITY'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.
- I. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- K. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6005862 and it is doing business as a governmental entity, whose mailing address is The City of Elgin, 150 Dexter Court, Elgin, Illinois 60120.
- L. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is The Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. 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.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

- P. The failure by any of the PARTIES 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 any of the PARTIES unless such provision is waived in writing.
- Q. 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 DuPage County, Illinois.
- R. 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<br>2700 Ogden Avenue<br>Downers Grove, Illinois 60515<br>Attn: Chief Engineer                           |
| To the DEPARTMENT:       | The Illinois Department of Transportation<br>201 W. Center Court<br>Schaumburg, Illinois 60196<br>Attn: Deputy Director/Region One Engineer |
| To the CITY:             | The City of Elgin<br>150 Dexter Court<br>Elgin, Illinois 60120.<br>Attn: Public Services Director   |

- S. The PARTIES agree 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 other PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES 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.
- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- U. Financial obligations of the CITY, the DEPARTMENT and the ILLINOIS TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial

obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

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

**THE CITY OF ELGIN**

By: \_\_\_\_\_  
David Kaptain, Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_

(Please Print Name)

Date:

**THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Randall S. Blankenhorn,  
Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Omer A. Osman, P.E.  
Director of Highways

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jim Ofcarcik, Interim Chief,  
Financial Officer (CFO)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
William M. Barnes,

Date: \_\_\_\_\_

Chief Counsel

**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

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

## RESOLUTION NO. 20838

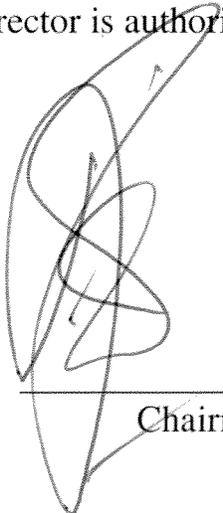
Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the City of Markham (“City”). As part of the I-294/I-57 Interchange Project, the Tollway agreed to a State and federally approved compensatory wetland mitigation plan. The mitigation site includes street and alley dedications reserved to the City. To satisfy the requirements of its compensatory wetland mitigation plan, the Tollway has asked the City to vacate these dedications. In exchange, the Tollway has agreed to compensate the City in the amount of \$189,000, the agreed upon value of its dedications.

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 City of Markham in substantially the form of the Intergovernmental Agreement attached to this Resolution. 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 CITY OF MARKHAM**

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 CITY OF MARKHAM, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY as part of the I-294/I-57 Interchange Project I-11-5629, (hereinafter referred to as the "PROJECT") is hereby requesting the vacation of certain streets and alleys within the Indian Boundary Prairies (IBP) in order to fulfill the requirements of the ILLINOIS TOLLWAY's compensatory wetland mitigation plan for the PROJECT, and

WHEREAS, the mitigation plan is titled: *I-294/I-57 Interchange and other impacts Compensatory Wetland Mitigation Plan: Wetland Restoration, Enhancement and Preservation at the Indian Boundary Prairies, Cook County, Markham Illinois*; and

WHEREAS, per the above referenced mitigation plan, the preservation of land within the IBP has been proposed and approved by state and federal resource and regulatory agencies as part of the required environmental permitting for the PROJECT, as such the ILLINOIS TOLLWAY has established formal partnerships with Northeastern Illinois University (NEIU) and the Nature Conservancy (TNC) for the restoration, enhancement, and preservation of lands within the IBP; and

WHEREAS, the NEIU and the TNC currently own the subdivided parcels that comprise the IBP and the CITY has previously dedicated streets and alleys within the IBP which prohibit the NEIU and the TNC from completely fulfilling the ILLINOIS TOLLWAY's environmental permits for the PROJECT and mitigation plan; and

WHEREAS, the ILLINOIS TOLLWAY hereby requests that the CITY pass an ordinance vacating the dedication of the streets and alleys within the IBP; and

WHEREAS, the CITY has agreed to the ILLINOIS TOLLWAY's request to vacate approximately 42.44 acres of platted dedicated streets and alleys, and to evidence its approval, on May 21, 2014, passed CITY Ordinance 14-0-2093, (hereinafter referred to as "Dedications"), Ordinance 14-0-2903 is attached as Exhibit A; and

WHEREAS, the ILLINOIS TOLLWAY and the CITY wish to outline their respective responsibilities toward vacating the Dedications which include, but are not limited to surveying, developing legal descriptions, and recording; 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 CITY 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:

- A. The CITY agrees to survey the Dedications.
- B. The CITY agrees to develop all legal descriptions for the Dedications.
- C. The CITY agrees to publish any and all required notices that the CITY is vacating the Dedications.
- D. The CITY agrees to record the vacation of the Dedications with the Cook County Tax Assessor's Office and the Cook County Recorder's Office.
- E. It is mutually agreed by the PARTIES hereto that the cost for the street and alley vacations is \$174,000.00 and \$15,000.00 for incurred CITY administrative costs, for a total cost of \$189,000.00. The ILLINOIS TOLLWAY agrees to pay the CITY this amount which represents total reimbursement and payment for the CITY's costs, expenses and vacated Dedications.
- F. The ILLINOIS TOLLWAY agrees that upon execution of this AGREEMENT, proof of recording the vacation of the dedicated streets and alleys with the Cook County Tax Assessor's Office and the Cook County Recorder's Office, and receipt of an invoice from the CITY, the ILLINOIS TOLLWAY will pay to the CITY in a lump sum an amount equal to 100% of its obligation as outlined in paragraph E above and incurred under this AGREEMENT.
- G. It is understood and agreed that this is an AGREEMENT between the City of Markham and the Illinois State Toll Highway Authority.
- H. 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.
- I. Wherever in this AGREEMENT approval or review by either the CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- J. In the event of a dispute between CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Economic Development Director of the CITY shall meet and resolve the issue.



and/or the CITY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The CITY 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.

- T. 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 CITY OF MARKHAM**

By: \_\_\_\_\_  
David Webb, JR., Mayor

Attest: \_\_\_\_\_  
Jennifer Coles, City Clerk

Date:

\_\_\_\_\_

**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

JMR\_IGA\_Markham\_I-294/I-57 Interchange\_Street Vacations

ORDINANCE NO. 14-0-2093

**AN ORDINANCE VACATING STREETS AND ALLEYS  
INSIDE OF THE CITY OF MARKHAM**

**WHEREAS**, the Economic Development Department in the City of Markham made a recommendation to the Planning and Zoning Board of Appeals that certain streets and alleys inside the City of Markham be vacated. The aforesaid streets and alleys are legally described in the attached May 14, 2014 Findings and Decision of the Planning and Zoning Board of Appeals which is incorporated and made a part of this Ordinance.

**WHEREAS**, on May 14, 2014, the Planning and Zoning Board of Appeals held a public hearing on the vacation of the aforesaid streets and alleys inside the City of Markham.

**WHEREAS**, the Planning and Zoning Board of Appeals made a recommendation to vacate the aforesaid streets and alleys at the end of its May 14, 2014 public hearing.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and the City Council of the City of Markham as follows:

**SECTION 1: VACATION**

The City of Markham streets as legally described in the attached Findings and Decision are hereby vacated and aforesaid vacation shall be recorded with the Cook County Recorder of Deeds.

**SECTION 2: PREAMBLES**

The preambles of this Ordinance are incorporated herein by reference as is fully set forth.

**SECTION 3: CHALLENGE(S)**

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 4: PASSAGE**

This Ordinance shall become effective immediately after its adoption, approval and publication as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MARKHAM, ILLINOIS**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

MOTIONED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

**VOTING AYE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

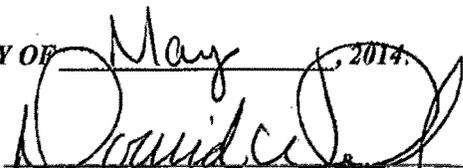
**VOTING NAY**

⊙ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

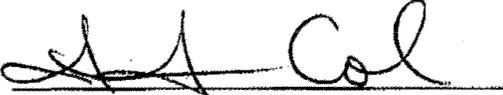
**ABSENT**

⊙ \_\_\_\_\_

APPROVED BY ME THIS 21<sup>st</sup> DAY OF May, 2014.

  
\_\_\_\_\_  
DAVID WEBB, JR.  
MAYOR OF THE CITY OF MARKHAM

**ATTEST:**

  
\_\_\_\_\_  
JENNIFER COLES  
CLERK OF THE CITY OF MARKHAM

**NOTICE OF DECISION**

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

**BEFORE THE CITY OF MARKHAM  
PLANNING COMMISSION AND ZONING BOARD OF APPEALS**

IN THE MATTER OF THE CITY OF)  
MARKHAM'S APPLICATION TO)  
VACATE STREETS AND ALLEYS)  
INSIDE MARKHAM, ILLINOIS        )

**FINDINGS AND DECISION**

On the 14<sup>th</sup> day of May 2014, the application of the City of Markham to vacate streets and alleys inside the City of Markham as legally described in the attached notice was before the Planning Commission and Zoning Board of Appeals (hereinafter referred to as "Board"). The Board, as a result of its hearing on the application finds and determines as follows:

1. Pursuant to Illinois Municipal Code 65 ILCS 5/11-91-1, at least 15 days notice must be published prior to a hearing to vacate any street or alley.
2. The publication notice in this matter was published on April 22, 2014.
3. Pursuant to Illinois Municipal Code 65 ILCS 5/11-12-5 and the City of Markham Zoning Code §32.139, the Planning Commission and Zoning Board of Appeals should hear matters regarding the vacation of streets and alleys and make recommendations to the City Council who can only pass such a vacation pursuant to Illinois Municipal Code 65 ILCS 5/11-91-1 by at least three fourths of alderman.
4. During the May 14, 2014 meeting.

**APPLICANT**

- The Board heard testimony from or on behalf of the applicant.

The Board did not hear testimony from or on behalf of the applicant.

PUBLIC COMMENTS

- The Board was presented with public comments on the application.  
 The Board was not presented with public comments on the application.

5. The Board finds as follows:

**THE BOARD DOES RECOMMEND THE CITY OF MARKHAM'S APPLICATION TO VACATE THE STREETS AND ALLEYS AS LEGALLY DESCRIBED IN THE ATTACHED NOTICE INSIDE MARKHAM, ILLINOIS.**

**OR**

**THE BOARD DOES NOT RECOMMEND THE CITY OF MARKHAM'S APPLICATION TO VACATE THE STREETS AND ALLEYS AS LEGALLY DESCRIBED IN THE ATTACHED NOTICE INSIDE MARKHAM.**

*COMMENT(S), IF ANY:*

---

---

---

---

---

---

---

---

---

---

**THE BOARD'S DECISION IS ONLY A  
RECOMMENDATION AND NOT A RULING.**

Dated at Markham, Illinois this 14<sup>th</sup> day of May, 2014.

Donald Brozek  
Chairperson or Acting Chairperson

COMMISSIONERS VOTING AYES: Taylor, Ketchum, Dunek, Brozek  
Hampton

COMMISSIONERS VOTING NAYS: NONE

COMMISSIONERS ABSENT: Odig, Rice, McDonald Morris

**PUBLIC NOTICE**

Notice is hereby given that on Wednesday, May 14, 1936, at 7:30 A.M., in the Madison City Jail, there will be a public sale of the contents of the Madison City Jail, including but not limited to, the following: ...

**LAND ADVERTISEMENT BY WARRANT**

The State of Tennessee, County of ... The following is a list of lands advertised for sale by warrant: ...

Parcel 1: ...  
Parcel 2: ...  
Parcel 3: ...

Parcel 4: ...  
Parcel 5: ...  
Parcel 6: ...

Parcel 7: ...  
Parcel 8: ...  
Parcel 9: ...

Parcel 10: ...  
Parcel 11: ...  
Parcel 12: ...

Parcel 13: ...  
Parcel 14: ...  
Parcel 15: ...

Parcel 16: ...  
Parcel 17: ...  
Parcel 18: ...

Parcel 19: ...  
Parcel 20: ...  
Parcel 21: ...

Parcel 22: ...  
Parcel 23: ...  
Parcel 24: ...

Parcel 25: ...  
Parcel 26: ...  
Parcel 27: ...

Parcel 28: ...  
Parcel 29: ...  
Parcel 30: ...

Parcel 31: ...  
Parcel 32: ...  
Parcel 33: ...

Parcel 34: ...  
Parcel 35: ...  
Parcel 36: ...

Parcel 37: ...  
Parcel 38: ...  
Parcel 39: ...

Parcel 40: ...  
Parcel 41: ...  
Parcel 42: ...

Parcel 43: ...  
Parcel 44: ...  
Parcel 45: ...

Parcel 46: ...  
Parcel 47: ...  
Parcel 48: ...

Parcel 49: ...  
Parcel 50: ...  
Parcel 51: ...

Parcel 52: ...  
Parcel 53: ...  
Parcel 54: ...

Parcel 55: ...  
Parcel 56: ...  
Parcel 57: ...

Parcel 58: ...  
Parcel 59: ...  
Parcel 60: ...

Parcel 61: ...  
Parcel 62: ...  
Parcel 63: ...

Parcel 64: ...  
Parcel 65: ...  
Parcel 66: ...

Parcel 67: ...  
Parcel 68: ...  
Parcel 69: ...





## RESOLUTION NO. 20839

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Jeff Girardin 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 Jeff Girardin’s workers compensation claim is approved on terms as discussed in Executive Session of the Board of Directors. 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: \_\_\_\_\_

  
Chair

## RESOLUTION NO. 20840

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19745 approved July 26, 2012, authorized certain law firms to potentially provide the Tollway with legal services in connection with the Tollway’s existing capital debt, new bond issues, and other upcoming financing initiatives; and

It is necessary and desirable for the Tollway to periodically select, from that previously authorized group, firms to be utilized for the next financing transactions the Tollway is contemplating, namely issuance of new bonds as part of its previously approved Move Illinois capital program, and to perform legal services in connection with such transactions and the Tollway’s capital financing program.

**Resolution**

The General Counsel is authorized to retain the firm of Chapman and Cutler as Bond Counsel, and the firm of Pugh Jones & Johnson as Issuer’s Counsel to provide the services described herein on the first planned 2015/16 new money transactions. Further, the Tollway is authorized to make the recommendation of the firm Polsinelli, P.C. to serve as underwriters’ Counsel in such transaction.

The fee arrangements exclusive of reasonable and necessary costs for the described financing transaction remain as follows:

RESOLUTION NO. 20840

**Resolution - Continued**

Bond Counsel Fee: Not to exceed the following:

| <i>Minimum</i>       | <i>\$50,000</i>               | <i>Maximum</i>          | <i>\$180,000</i>         |
|----------------------|-------------------------------|-------------------------|--------------------------|
|                      | <b><u>\$ per \$1K par</u></b> | <b><u>Increment</u></b> | <b><u>Cumulative</u></b> |
| <i>Up to \$100M</i>  | <i>\$0.60</i>                 | <i>\$60,000</i>         | <i>\$60,000</i>          |
| <i>\$100-\$200M</i>  | <i>\$0.40</i>                 | <i>\$40,000</i>         | <i>\$100,000</i>         |
| <i>\$200-\$300M</i>  | <i>\$0.15</i>                 | <i>\$15,000</i>         | <i>\$115,000</i>         |
| <i>\$300-\$500M</i>  | <i>\$0.15</i>                 | <i>\$30,000</i>         | <i>\$145,000</i>         |
| <i>\$500-\$700M</i>  | <i>\$0.05</i>                 | <i>\$10,000</i>         | <i>\$155,000</i>         |
| <i>\$700-\$1000M</i> | <i>\$0.05</i>                 | <i>\$15,000</i>         | <i>\$170,000</i>         |

ISSUER'S COUNSEL FEE: 50% of the Bond Counsel Fee.  
 UNDERWRITER COUNSEL FEE: 80% of the Bond Counsel Fee.

The above fees are separate and apart from such standard Special Assistant Attorney General fees as may become applicable for the performance of other related legal services as described herein.

The Chair, Executive Director, or General Counsel is authorized to execute any documents necessary to effectuate such legal representation subject to the approval of the Illinois Attorney General; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_  
 Chairman

