Background

The State Finance Act, 30 ILCS 105/6z-27, provides that the Auditor General of the State of Illinois ("Auditor General") may bill entities for the cost, incurred on their behalf, of audits, studies, and investigations, unless specifically prohibited from doing so under trust fund provisions.

The Office of the Auditor General, in carrying out its statutory duties under the Illinois State Auditing Act, 30 ILCS 5/1-1 *et seq.*, performed an audit of the Tollway's 2016 financial statements and notified the Tollway of its obligation to pay for such audit.

The Auditor General has determined that, pursuant to 30 ILCS 105/6z-27, the Tollway is responsible to direct the State Comptroller and State Treasurer to request the transfer reimbursement for the allocated costs to the Audit Expense Fund.

Resolution

Payment to the Auditor General of the State of Illinois to the Audit Expense Fund in the amount of \$619,200.00 incurred for the audit period ending December 31, 2016, is approved and the Chief Financial Officer is authorized to approve the issuance of warrants or other proper form of intra-agency reimbursement in payment thereof.

Chairman

Approved by:

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 program year of May 1, 2017 through April 30, 2018 in the amount of \$7,860,000.00. Also recommended is a reduction of \$2,747,000.00 for open claims for program years prior to April 30, 2017.

Resolution

The Chief Financial Officer 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 Financial Officer 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: _

Background

It is in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to continue an Intergovernmental Agreement with the Illinois State Treasurer's Office ("Treasurer") with American Express for credit card services. It includes favorable terms to which the Tollway was previously provided an opportunity to participate. The Treasurer's current agreement expires on November 17, 2019.

On December 15, 2011 the Board passed Resolution No. 19587 approving an Intergovernmental Agreement with the Treasurer's Office allowing the Tollway to share the terms of the Treasurer's agreement with American Express for credit card services from January 1, 2012 through December 31, 2014 in an amount of \$9,000, 000.00.

On July 24, 2014, the Board passed Resolution No. 20421, amending Resolution No. 19587 approving the continuation of the Intergovernmental Agreement between the Tollway and the Treasurer's Office for an additional three years through December 31, 2017 in an amount of \$10,000,000.00, which increased the funding from \$9,000,000.00 to \$19,000,000.00.

This Amendment to Resolution No. 20421 will approve the Tollway to continue its Intergovernmental Agreement with the Treasurer's Office for American Express credit card services through November 17, 2019 increasing the limit by \$7,000,000.00 from \$19,000,000.00 to \$26,000,000.00.

Resolution

An Amendment to Resolution No. 20421 is approved allowing the Tollway to continue its Intergovernmental Agreement with the Illinois Treasurer's Office for American Express credit card services through November 17, 2019. This approval increases the upper limit by \$7,000,000.00 from \$19,000,000.00 to \$26,000,000.00 through the term of the agreement.

Approved by:

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Transponder Retail Placement Services (Contract No. 12-0268) from Jewel Food Stores, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise a five-year renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$3,700,000.00 for the purchase of additional Transponder Retail Placement Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0268 for the purchase of additional Transponder Retail Placement Services is approved in an amount not to exceed \$3,700,000.00 (increase from \$3,700,000.00 to \$7,400,000.00). 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Chairman

Approved by:

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Out-of-State Registration Retrieval Services. Pursuant to the Tollway's Invitation for Bid No. 17-0084, the Tollway has determined that RGA Solutions, LLC is the lowest responsive and responsible bidder for Out-of-State Registration Retrieval Services for an upper limit of compensation not to exceed \$915,000.00.

Resolution

The bid from RGA Solutions, LLC for the purchase of Out-of-State Registration Retrieval Services is accepted. Contract No. 17-0084 is approved in an amount not to exceed \$915,000.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Chairman

Approved by:

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Hirsch Velocity Security System Parts through the Central Management Services ("CMS") master contract with A-1 Lock, Inc. (Tollway Contract No. 17-0148) for an upper limit of compensation not to exceed \$650,000.00. 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 Hirsch Velocity Security System Parts from A-1 Lock, Inc. is approved in an amount not to exceed \$650,000.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Crash Attenuator Parts through the Central Management Services ("CMS") master contract with Energy Absorption Systems, Inc. (Tollway Contract No. 17-0051). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 17-0051 by an amount not to exceed \$225,000.00 for the purchase of additional Crash Attenuator Parts. 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 and the associated increase to the upper limit of compensation of Tollway Contract No. 17-0051 for the purchase of additional Crash Attenuator Parts from Energy Absorption Systems, Inc. is approved in an amount not to exceed \$225,000.00 (increase from \$225,000.00 to \$450,000.00). 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4324 for Toll Plaza Signing Improvements, Systemwide. The lowest responsible bidder on Contract No. RR-17-4324 is Star & Crest Decorating, Inc. in the amount of \$382,668.12.

Resolution

Contract No. RR-17-4324 is awarded to Star & Crest Decorating, Inc. in the amount of \$382,668.12, 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 Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel and the Chief Financial Officer 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:

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4323 for Tree Planting and Landscaping on the Jane Addams Memorial Tollway (I-90) from Milepost 53.8 (Elgin Toll Plaza) to Milepost 78.9 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-17-4323 is Natural Creations Landscaping in the amount of \$1,997,616.00.

Resolution

Contract No. I-17-4323 is awarded to Natural Creations Landscaping in the amount of \$1,997,616.00, 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 Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the Acting General Counsel and the Chief Financial Officer 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:

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Elgin O'Hare Western Access Tollway (I-490) from Milepost 5.8 (Touhy Avenue) to Milepost 6.2 (Jane Addams Memorial Tollway (I-90) System Interchange), on Contract No. I-17-4676. exp U.S. Services, Inc., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$13,398,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with exp U.S. Services, Inc., to obtain Design Services, for Contract No. I-17-4676 with an upper limit of compensation not to exceed \$13,398,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Elgin O'Hare Western Access Tollway (I-490) from Milepost 5.1 (Pratt Boulevard) to Milepost 5.8 (Touhy Avenue), on Contract No. I-17-4678. Burns & McDonnell Engineering Company, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Burns & McDonnell Engineering Company, Inc., to obtain Design Services, for Contract No. I-17-4678 with an upper limit of compensation not to exceed \$5,500,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Elgin O'Hare Western Access Tollway (I-490) from Milepost 4.3 (Devon Avenue) to Milepost 5.1 (Pratt Boulevard), on Contract No. I-17-4677. RS&H, Inc./Tolz, King, DuVall, Anderson and Associates, Inc. (dba TKDA) have submitted a proposal to provide the services for an upper limit of compensation not to exceed \$8,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with RS&H, Inc./Tolz, King, DuVall, Anderson and Associates, Inc. (dba TKDA), to obtain Design Services, for Contract No. I-17-4677 with an upper limit of compensation not to exceed \$8,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide, on Contract No. RR-17-4293. SE3, LLC have submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with SE3, LLC, to obtain Construction Management Services Upon Request, for Contract No. RR-17-4293 with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

ITEM DEFERRED

RESOLUTION NO. 21342

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, on the Tri-State Tollway (I-294), on Contract No. I-17-4304. A. Epstein and Sons International Inc., (dba Epstein) have submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with A. Epstein and Sons International Inc., (dba Epstein), to obtain Design Services Upon Request, for Contract No. I-17-4304 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved	by:	
		Chairman

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Geotechnical Services Upon Request, Systemwide, on Contract No. I-17-4311. Geo Services, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Geo Services, Inc., to obtain Geotechnical Services Upon Request, for Contract No. I-17-4311 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, on the Tri-State Tollway (I-294), on Contract No. I-17-4315. Globetrotters Engineering Corporation has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Globetrotters Engineering Corporation, to obtain Construction Management Services Upon Request, for Contract No. I-17-4315 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to lease approximately 90,000 square feet of currently unused property to Meade, Inc. ("Meade"). The property is located in Burr Ridge, IL near I-294 and I-55. Meade intends to use the property for the storage of vehicles, equipment and materials necessary for its two Illinois Department of Transportation construction projects underway along the I-55 corridor. Meade requires use of the property through March of 2018. The monthly rent is \$1,550.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare a lease between the Illinois State Toll Highway Authority and Meade, Inc. in substantially the form attached to this Resolution. The Land Acquisition Manager is authorized to execute said Agreement.

Approved by:

MEADE INC. AND ILLINOIS STATE TOLL HIGHWAY AUTHORITY REAL ESTATE LEASE

WHEREAS, The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as the "Tollway" is the owner in fee of a certain parcel of real property located in or near Burr Ridge, IL and designated by the Tollway as Parcel No. TW-5-16-001; and

WHEREAS, Meade, Inc. ("MEADE") requires an area near I-55 and I-294 to stage and store vehicles, equipment and materials needed for a highway construction project that it is performing for the Illinois Department of Transportation ("IDOT") under contracts 60Y65 and 62A98; and

WHEREAS, the Tollway owns approximately 90,000 square feet of real property situated within TW-5-16-001 which is depicted in the shaded area on attached Exhibit "A" and which is located near I-55, where MEADE is performing construction work for IDOT ("Leased Property"); and

WHEREAS, the Tollway does not have an immediate use for the Leased Property and has agreed to lease the property to MEADE at its fair market rate; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:**

- a. This Lease shall be for the term shall commence on August 18, 2017 and expire at midnight on March 31, 2018.
- b. On April 1, 2018, at the expiration of such lease term, MEADE agrees to deliver up to the Tollway the Leased Property in good condition. Unless the Tollway requests otherwise, all driveways, personal property and improvements shall have been removed.
 - 2. Intended Purpose:
- c. The Tollway hereby leases to MEADE and MEADE hereby leases from the Tollway the Leased Property for the limited purpose of storing and staging construction and construction related vehicles, equipment and materials necessary for construction work that it is performing for IDOT.
- d. With advance Tollway written approval, MEADE may construct temporary driveways, which do not interfere with the safe and efficient movement of

Tollway and local traffic as determined by the Chief Engineering Officer of the Tollway.

2. **RENTS:**

MEADE agrees to pay the Tollway \$1,550 per month as compensation for the use of the Leased Property. This lease of the Leased Property is subject to the terms and conditions of this agreement. Rent payments shall be due and owing on the first day of each rental month during the term of this Lease.

3. **PERMIT:**

MEADE Agrees to apply for and obtain the standard Tollway Construction Permit and comply with its terms and conditions.

4. MAINTENANCE AND CARE OF LEASED PROPERTY:

MEADE shall, throughout the term of this Lease, maintain and repair the Leased Property at MEADE's sole cost and expense. MEADE shall give prompt notice in writing to the Tollway of any damages to the Leased Property.

5. ACCESS OF TOLLWAY:

MEADE agrees to allow the Tollway, its agents and contractors to enter upon the Leased Property at any time during the term of this Lease for any reason.

6. **CONDITION OF THE LEASED PREMISES:**

The Tollway makes no representation as to the fitness or suitability of the Leased Premises for MEADE'S intended use of the Leased Premises. MEADE agrees to accept the Leased Premises in as is condition and shall return the property in as good or better condition than that in which it was originally received. MEADE shall not commit or allow any waste or damage to be committed to the Leased Property. MEADE shall comply with all laws, ordinances, governmental rules, regulations and orders now or any time that come into effect during the lease term, which as a matter of law are applicable to the operation, use or maintenance of the Premises, including but not limited to environmental laws.

7. **INSURANCE and BONDING:**

Insurance and bonding requirements are addressed in the Tollway's standard construction permit.

8. **INDEMNIFICATION:**

MEADE agrees to indemnify and hold harmless the Tollway, its employees, agents and contractors against any claim, loss, damage, cost, fee or expense which the Tollway may incur or suffer, or for which it may become liable, growing out of any injury to or death of persons or loss or damage resulting from this Lease or the Leased Property. MEADE shall attend to the defense of the Tollway and its employees, agents and contractors and save and keep them harmless from all expenses, counsel fees, costs, damages, losses, and liabilities growing out of, pertaining to, or connected therewith. Nothing herein is intended to prevent the Tollway, its employees, agents and officers from employing counsel of its own choosing in the defense of such claims or actions.

9. **NO CLAIMS AGAINST TOLLWAY:**

Nothing contained in this Lease shall constitute the consent, express or implied, for the performance of any labor or the furnishing of any materials or other property on or for the benefit of the Leased Property and the Illinois Tollway, nor as giving MEADE authority to contract for the rendering of any services or the furnishing of any materials or other property so as to permit the making of any claim against the Tollway or to permit a lien for labor or materials to attach to the Leased Property. In the event such a lien is attached to the Leased Property, MEADE shall take the steps necessary to release the lien within 30 days. MEADE shall require of any person, firm, contractor or subcontractor providing work, materials or labor with respect to the Leased Property to expressly waive any and all rights, claims or interests in may deem to have against the Tollway.

10. **ASSIGNMENT OF SUBLETTING:**

MEADE shall neither assign nor sublet this Lease or any interest therein unless it obtains the prior written consent of the Tollway, such consent shall not be unreasonably withheld.

11. RESTRICTIONS AGAINST MORTGAGES AND ASSIGNMENTS:

MEADE's interest in this Lease may not be mortgaged, encumbered, assigned or otherwise transferred, in whole or in part, by MEADE or by operation of law, merger, consolidation, or otherwise, without in each case, the prior written consent of the Tollway.

12. **RE-ENTRY:**

In the event of a breach by MEADE of any of the covenants, terms and conditions contained herein, including the non-payment of the rent in advance at the time hereinbefore set forth, and if such breach shall not be remedied within 15 days after written notice by the Tollway to MEADE of the specific breach, the Tollway at its option may re-enter and take possession of the described Leased Property and terminate this Land Lease. In the event of termination, all sums due the Tollway as of the date of cancellation or termination shall be immediately due and payable to the Tollway. Upon issuance of a notice of termination or cancellation letter to MEADE, following said cure period, MEADE shall have no further right or interests to the Leased Property and all rights of MEADE pursuant to the Lease shall be terminated.

13. **TERMINATION WITH NOTICE:**

Notwithstanding any of the above provisions, either party may terminate this Lease for any reason whatsoever upon providing 30 day written notice to the other party. Upon such termination by either party, all sums due under the Lease to date must be paid in full and if requested by the Tollway, MEADE must remove all improvements (including, but not limited to paved surfaces) on the Leased Property and restore same to the pre-improved condition within said 30-day period.

14. TAXES AND ASSESSMENTS:

In the event any real estate or other taxes or assessments of any type are levied against any or all of the described Leased Property, MEADE agrees to promptly and timely pay any and all sums due in addition to the rent payments required by this Lease.

15. **NOTICES:**

All notices, demands or requests under this Lease shall be in writing, and shall be considered properly given if sent by United States Certified or Registered mail postage prepaid, return receipt requested.

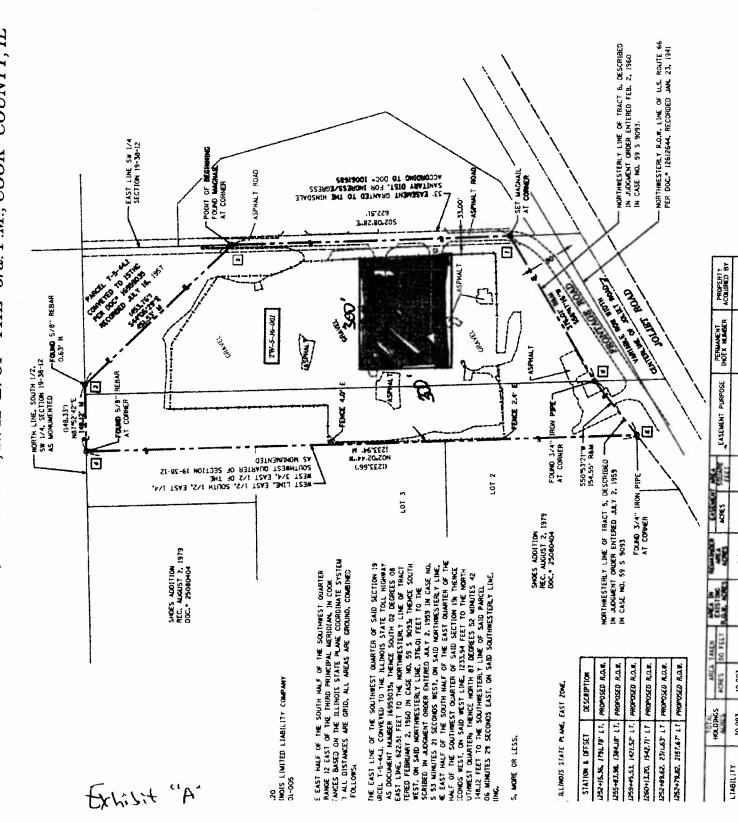
(a) If to MEADE, address to:
 MEADE INC.
 9550 West 55th Street
 McCook, IL 60525
 Attn: Contract Administrator

(b) If to the Tollway, address to:
Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60525
Attn: Michael J. Woodward

LESSOR:	LESSEE:	
THE ILLINOIS STATE TOLL HIGHWAY	MEADE INC.	
By:	By: MXSKK	
Michael Woodward, Land Acquisition Manager	Michael K. Knutson Meade, Inc., Vice President	

Approved as to Form and Constitutionally

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



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COUNTY OF KANES

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DATED AT SUGAR GROVE, ILLINOIS THIS 24TH

LICENSE EXPIRATION DATE: 11/30/2016
THIS PROFESSIONAL SERVICE CONFORMS TO TH
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Property List Map

TW Parcel: TW-5-16-001 Project: 4224



RESOLUTION NO. 21346 AMENDING RESOLUTION NO. 21304

Background

Resolutions 19584 and 21069 authorized acquisition of needed parcels and expenditures up to \$6,900,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21304, as preceded by Resolutions 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21304 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to <u>ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995)</u>, the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21304, identifies additional 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 authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$6,900,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

RESOLUTION NO. 21346 AMENDING RESOLUTION NO. 21304

Resolution - Continued

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 Acting 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 Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting 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 Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$6,900,000.00.

Approved by:

RESOLUTION NO. 21346 AMENDING RESOLUTION NO. 21304

Resolution - Continued- Exhibit 'A'

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

EXHIBIT "A" <u>Project RR-11-4010</u> <u>Tri-State Tollway</u>

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook

ADDED IDENTIFIED PARCELS

<u>Parcel</u>	PIN NUMBER/OR DESCRIPTION	County
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("IDOT") in connection with construction and operation of Illinois Route 390 as a Toll Highway from Illinois Route 53 to Illinois Route 83. In order to implement the Project it is necessary for the Tollway and IDOT to transfer parcels along Illinois Route 390 between Meacham Road/Medinah Road, and York Road and along the future Western Access Corridor between Illinois Route 19 and I-294. There will be no cash payments made or received for the various parcels.

Resolution

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

Approved by:

The following parcels shall be transferred or conveyed by the DEPARTMENT to the ILLINOIS TOLLWAY:

EXHIBIT A

				Date of
Location/Segment	Illinois Tollway Parcel #	IDOT Parcel #	Owner	Conveyance *
1-290	EO-1A-12-050	16W4089	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-118	16W0175	DEPARTMENT	October 31, 2017
1-290	EO-1A-14-119	16W0174	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-120	16W4002	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-121	16W0173	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-122	16W0172	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-123	16W4001	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-124	16W4003	DEPARTMENT	October 31, 2017
1-290	EO-1A-14-125	16W0170	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-126	16W0169	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-127	16W0167	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-132	16W0155	DEPARTMENT	October 31, 2017
1-290	EO-1A-14-133	16W0159	DEPARTMENT	October 31, 2017
I-290	EO-1A-14-139	16W0160	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1A-12-059	16W3003	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1A-14-142	16W0161	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1A-14-143	16W0162	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-077	16W0059A	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-080	16W0059B	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-082	16W0059C	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-089	16W4084	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-090	16W4035	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-009	16W4041	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-015	16W4045	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-016	16W4046	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-017	16W0500	DEPARTMENT	October 31, 2017
		16W4047,	17-11-11-11-11-11-11-11-11-11-11-11-11-1	
Illinois Route 390	EO-1B-12-021	16W4047/AC	DEPARTMENT	October 31, 2017
		16W4048,		
Illinois Route 390	EO-1B-12-022	16W4048/AC	DEPARTMENT	October 31, 2017
		16W0503A,	(
Illinois Route 390	EO-1B-12-026	16W0503A/AC	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-030.2	16W0503A	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-931	Wood Dale ROW	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-035	16W4063	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-037	1Z30051A/B/C	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-117	1Z30060	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-044	16W0504/16W0505	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-046	16W4072	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-048	16W4073	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-049	16W4079	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-118	1Z30049	DEPARTMENT	October 31, 2017
			me men e se e i i i i i i i i i i i i i	day aval

EXHIBIT A

The following parcels shall be transferred or conveyed by the DEPARTMENT to the ILLINOIS TOLLWAY:

				Date of
Location/Segment	Illinois Tollway Parcel #	IDOT Parcel #	Owner	Conveyance *
Illinois Route 390	EO-1B-12-122	1Z30058	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-052	16W4090	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-127	1Z30004	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-054	16W4075, 16W4075/AC	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-057	1Z30057A	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-061	1Z30005	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-136	16W4080	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-137	16W4081	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-138	16W4085	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-186	16W4088	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-187	16W4087	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-188	16W4086	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-071	16W0501A	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-072	16W0501B	DEPARTMENT	October 31, 2017
Illinois Route 390	EO-1B-12-937	York Rd. ROW	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-050	0HD0005	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-051	0HD0050	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-058	0HD0017	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-061	0HD0020	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-063	0HD0052	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-017	0HD0012	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-018	0HD0019	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-019	0HD0007	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-020	0HD0006	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-021	0HD0001	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-087	0HD0015	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-002	0HD0018	DEPARTMENT	October 31, 2017
Franklin Ave/Green St	WA-1D-12-005	0HD0014	DEPARTMENT	October 31, 2017

^{*} The date of conveyance or transfer is to occur on or before the date of transfer, subject to and based upon the actual tolling start date of Illinois Route 390 from Illinois Route 53 to Illinois Route 83.

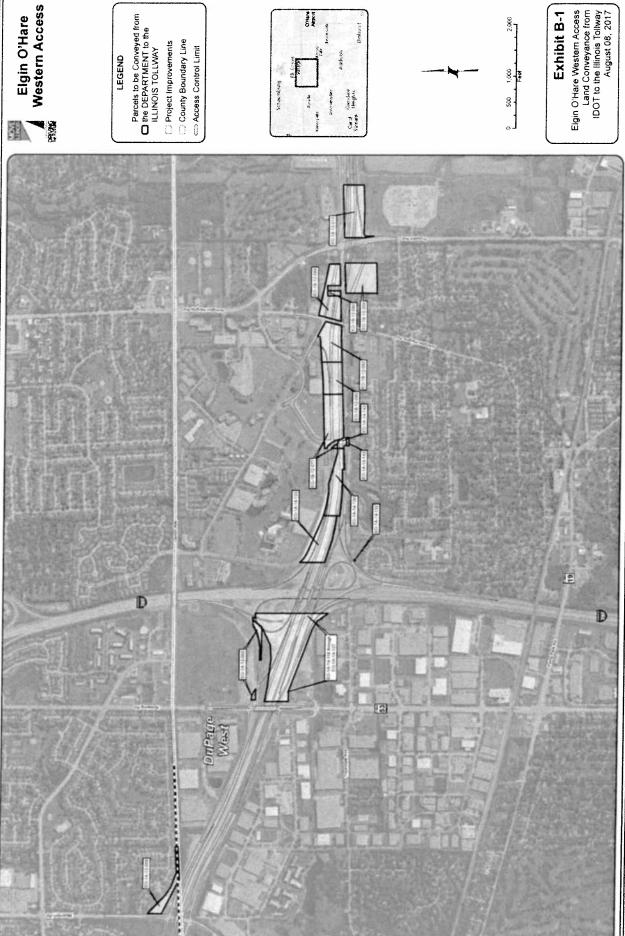
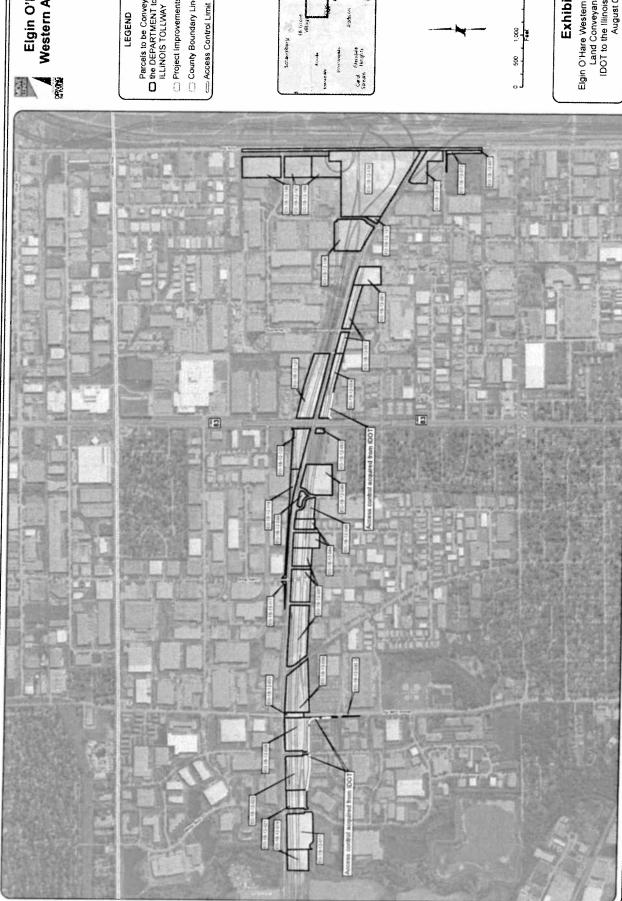


Exhibit B-1

Eigin O'Hare Western Access Land Conveyance from IDOT to the Illinois Tollway August 08, 2017

COINES IDOT, B. TOBWAY, INC. 88,2917



Elgin O'Hare Western Access

LEGEND

Parcels to be Conveyed from the DEPARTMENT to the ILLINOIS TOLLWAY

Project (mprovements)

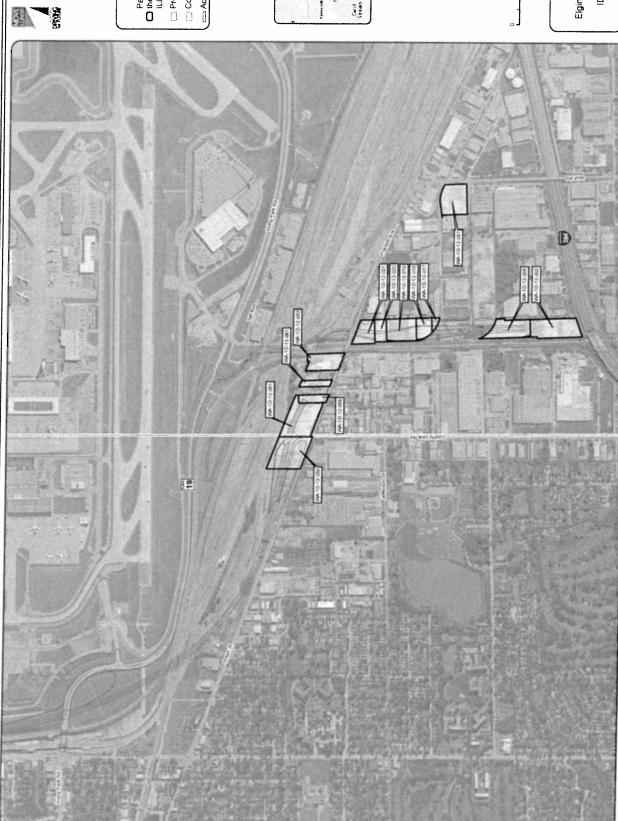
County Boundary Line

Cord Mendie



3000 9 900

Elgin O'Hare Western Access Land Conveyance from IDOT to the Illinois Toltway August 08, 2017 Exhibit B-2



Elgin O'Hare Western Access

LEGEND

Parcels to be Conveyed from **O** the DEPARTMENT to the ILLINOIS TOLLWAY

Project Improvements
 County Boundary Line

☐ County Boundary Line ← Access Control Limit

Subsembling (Parison Others Front Charles (Parison Charle



0001 009

Exhibit B-3

Eigin O'Hare Western Access Land Conveyance from IDOT to the Illinois Tollway August 08, 2017

EXHIBIT CThe following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the DEPARTMENT:

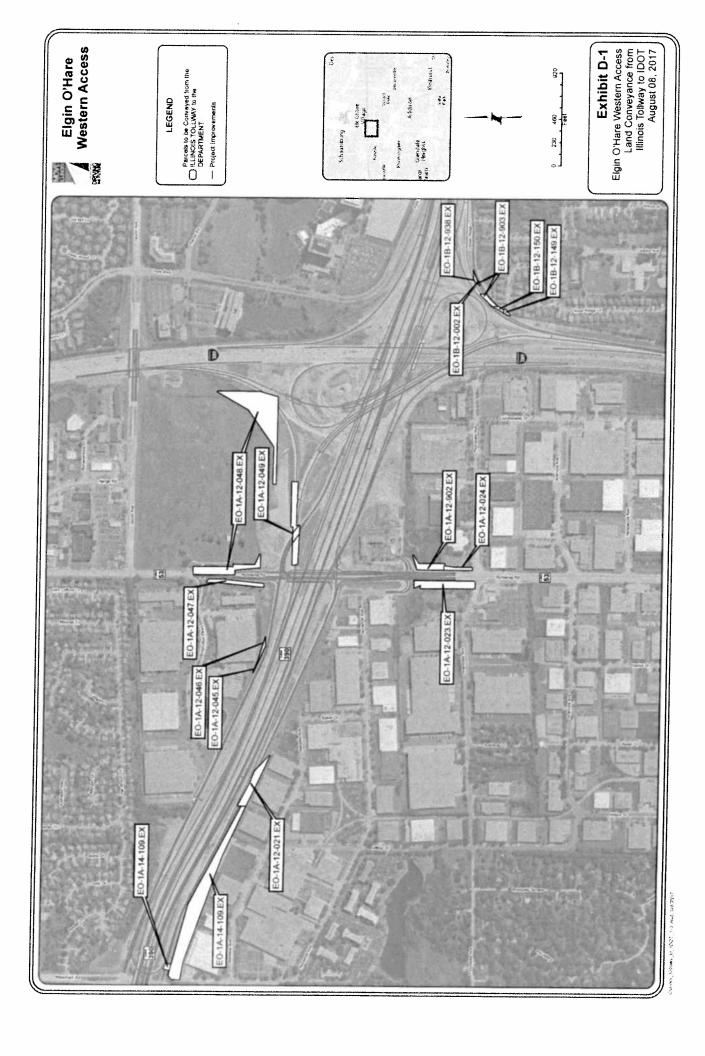
Location/Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance *
South Frontage Road**	EO-1A-12-021.EX	ILLINOIS TOLLWAY	November 2, 2017
South Frontage Road**	EO-1A-14-109.EX	ILLINOIS TOLLWAY	November 2, 2017
North Frontage Road**	EO-1A-12-045.EX	ILLINOIS TOLLWAY	November 2, 2017
North Frontage Road**	EO-1A-12-046.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 53**	EO-1A-12-023.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 53**	EO-1A-12-024.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 53**	EO-1A-12-047.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 53**	EO-1A-12-902.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 53/I-290**	EO-1A-12-048.EX	ILLINOIS TOLLWAY	November 2, 2017
I-290**	EO-1A-12-049.EX	ILLINOIS TOLLWAY	November 2, 2017
I-290**	EO-1B-12-002.EX	ILLINOIS TOLLWAY	November 2, 2017
I-290**	EO-1B-12-149.EX	ILLINOIS TOLLWAY	November 2, 2017
I-290**	EO-1B-12-150.EX	ILLINOIS TOLLWAY	November 2, 2017
I-290**	EO-1B-12-903.EX	ILLINOIS TOLLWAY	November 2, 2017
I-290**	EO-1B-12-938.EX	ILLINOIS TOLLWAY	November 2, 2017
Arlington Heights Road**	EO-1B-12-095.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 83**	EO-1B-12-122.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 83**	EO-1B-12-909.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 83**	EO-1B-12-051.EX	ILLINOIS TOLLWAY	November 2, 2017
IL 83**	EO-1B-12-052.EX	ILLINOIS TOLLWAY	November 2, 2017
Touhy Avenue	NW-7A-12-073.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-076.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-082.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-084.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-085.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-086.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-088.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-089.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-090.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-091.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-092.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-093.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-094.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-095.EX	ILLINOIS TOLLWAY	
Touhy Avenue	NW-7A-12-096.EX	ILLINOIS TOLLWAY	September, 2021 September, 2021
Touhy Avenue	NW-7A-12-097.EX	ILLINOIS TOLLWAY	······································
Touhy Avenue	NW-7A-12-099.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-100.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-100.EX		September, 2021
Touhy Avenue	NW-7A-12-101.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue		ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-103.EX	ILLINOIS TOLLWAY	September, 2021
~~~	NW-7A-12-105.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-111.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-112.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	NW-7A-12-113.EX	ILLINOIS TOLLWAY	September, 2021

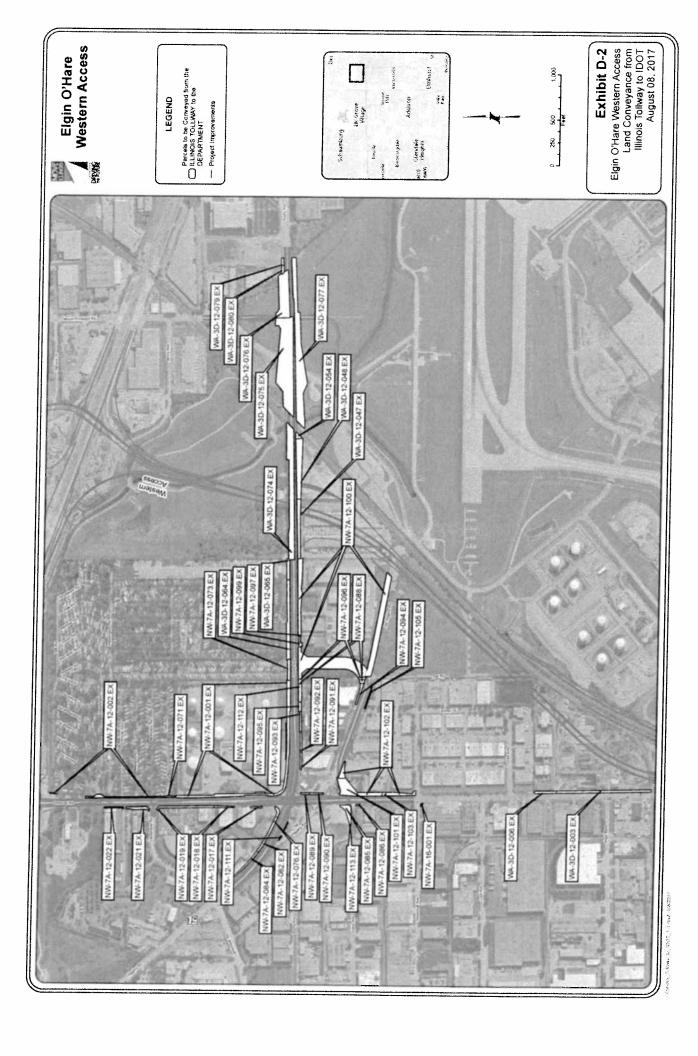
**EXHIBIT C**The following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the DEPARTMENT:

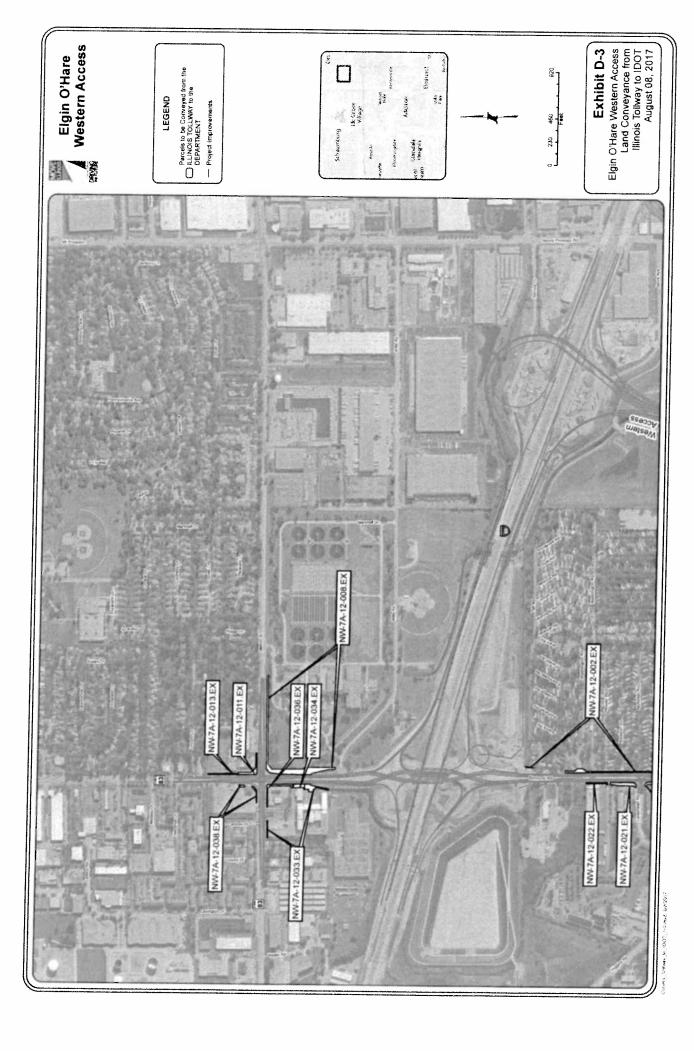
Location/Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance *
Touhy Avenue	NW-7A-16-001.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-047.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-048.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-054.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-064.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-065.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-074.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-075.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-076.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-077.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-079.EX	ILLINOIS TOLLWAY	September, 2021
Touhy Avenue	WA-3D-12-080.EX	ILLINOIS TOLLWAY	September, 2021
Elmhurst Road	NW-7A-12-017.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-018.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-019.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-001.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-002.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-008.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-011.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-013.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-021.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-022.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-033.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-034.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-036.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-038.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	NW-7A-12-071.EX	ILLINOIS TOLLWAY	November 2, 2017
Elmhurst Road	WA-3D-12-003.EX	ILLINOIS TOLLWAY	October, 2022
Elmhurst Road	WA-3D-12-006.EX	ILLINOIS TOLLWAY	October, 2022
IL 19	WA-2D-12-210.EX	ILLINOIS TOLLWAY	November, 2019
North Avenue/Lake Street	TW-7-12-002.EX	ILLINOIS TOLLWAY	June, 2020
North Avenue/Lake Street	TW-7-12-003.EX	ILLINOIS TOLLWAY	June, 2020

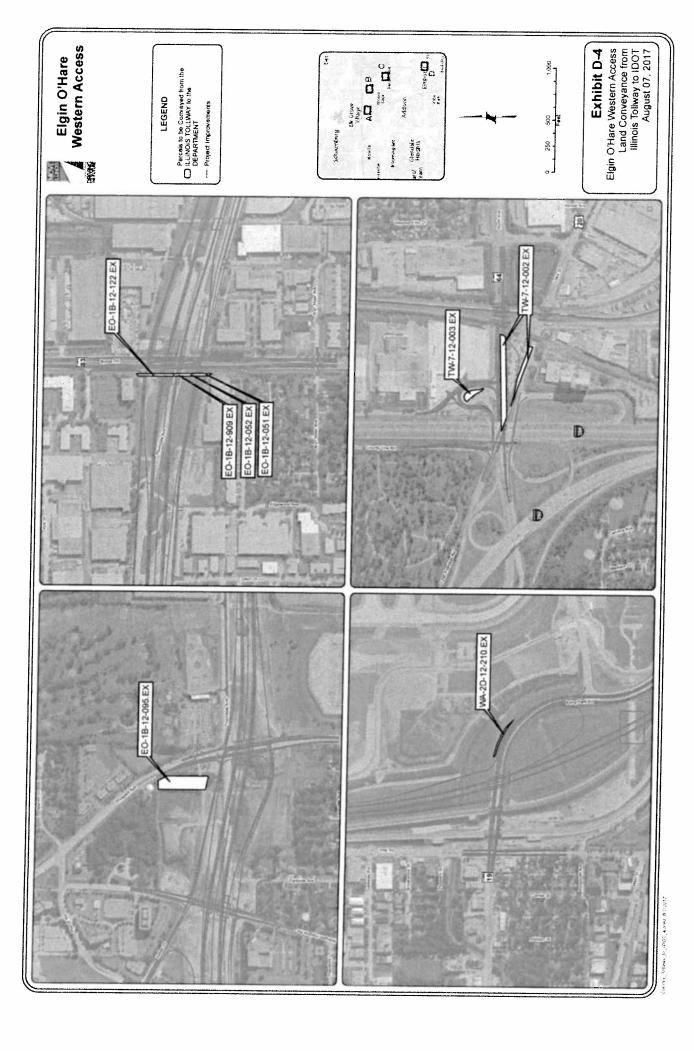
^{*} The date of conveyance or transfer is to occur after and subject to the completion of construction and reciept of Final Judgement Order.

^{**}The date of conveyance or transfer is to occur after and subject to the actual tolling start date of Illinois Route 390 from Illinois Route 53 to Illinois Route 83 and receipt of Final Judgement Order.









#### **Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to settle an eminent domain matter concerning Tollway parcel EO-1A-12-048 and titled ISTHA v. CBS Radio East, Inc. f/k/a Infinity Broadcasting East, Inc., as Successor by Merger to Infinity Broadcasting Operations, Inc., 13 ED 17.

#### Resolution

The proposed litigation settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session. The Acting General Counsel is authorized to prepare an agreement consistent with such terms, and the Chairman or the Executive Director is authorized to execute said agreement(s).

**C**hairman

Approved by:

#### ITEM DEFERRED

RESOLUTION NO. 21349

#### **Background**

The Illinois State Toll Highway Authority (the "Tollway") has negotiated a proposed settlement regarding a property damage claim against Sabrina Bambulas as recommended by the Tollway's Legal Department. It is in the best interest of the Tollway to go forward with the settlement.

#### Resolution

The settlement of the Tollway's property damage claim against Sabrina Bambulas is approved. The Acting General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director and the Acting General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:	Chairman
	Chairman