

RESOLUTION NO. 21350

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the “Act”), the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the “Authority”) and The Bank of New York Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., and The First National Bank of Chicago, as Trustee (the “Trustee”), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (the “Master Indenture”), and the First Supplemental Junior Bond Indenture, dated September 1, 2005, between the Authority and the Trustee (the “Master Junior Bond Indenture”), the Authority is authorized to issue its revenue bonds for any lawful purpose including, among others, refunding or advance refunding any of its revenue bonds then outstanding.

The Master Junior Bond Indenture supplements the Master Indenture and authorizes the issuance of Junior Bonds (as defined in the Master Indenture) pursuant to the authority granted by Section 205 of the Master Indenture.

To provide funds to pay a portion of the costs of the Authority’s long-range capital plan, on November 1, 2007, pursuant to the terms of the Ninth Supplemental Indenture, dated as of November 1, 2007 and subsequently amended and restated as of March 18, 2011, between the Authority and the Trustee, the Authority issued its Toll Highway Variable Rate Senior Priority Revenue Bonds, 2007 Series A-1 and 2007 Series A-2 in the aggregate principal amount of \$700,000,000, all of which is outstanding (the “2007A Senior Bonds”).

To provide for the refunding of certain outstanding revenue bonds of the Authority, pursuant to the terms of the Tenth Supplemental Indenture, dated as of February 1, 2008 and subsequently amended and restated as of February 7, 2011, between the Authority and the Trustee, the Authority issued its Toll Highway

RESOLUTION NO. 21350

Background continued

Variable Rate Senior Refunding Revenue Bonds, 2008 Series A-1 and 2008 Series A-2 in the aggregate principal amount of \$766,200,000, of which \$478,900,000 is outstanding (the “2008A Senior Bonds” and, together with the 2007A Senior Bonds, the “Outstanding Variable Rate Bonds”).

To provide funds to pay a portion of the costs of the Authority’s long-range capital plan, on May 21, 2009, pursuant to the terms of the Twelfth Supplemental Indenture, dated as of May 1, 2009, between the Authority and the Trustee, the Authority issued its Toll Highway Senior Priority Revenue Bonds, Taxable 2009 Series A (Build America Bonds – Direct Payment) in the aggregate principal amount of \$500,000,000, of which principal payments scheduled for January 1 of the years 2020 through 2024 totaling \$78,060,000 are subject to optional redemption at par on January 1, 2019 (the “Callable 2009A Bonds”).

The Authority has now determined that it is advisable, necessary and in its best interests to authorize the borrowing of a maximum aggregate principal amount of \$1.5 billion for the purpose of refunding all or a portion of the Outstanding Variable Rate Bonds and Callable 2009A Bonds to the extent determined to be in the best interests of the Authority by an Authorized Officer (as hereinafter defined) in order to (i) reduce risks related to exposure to variable interest rates and reliance on third-party financial institutions to provide liquidity and/or credit support (including those that have provided liquidity or credit support for the Outstanding Variable Rate Bonds) (the “Liquidity and Credit Enhancers”), (ii) achieve debt service savings for the Authority or (iii) restructure debt service (the “Refunding”) 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 “2018 Senior Refunding Bonds”) and/or one or more series of Junior Bonds (as defined in the Master Indenture) pursuant to Section 205 of the Master Indenture and Article II of the Master Junior Bond Indenture (the “2018 Junior

RESOLUTION NO. 21350

Background continued

Refunding Bonds” and, together with the 2018 Senior Refunding Bonds, the “2018 Refunding 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 2018 Refunding Bonds.

Any 2018 Senior Refunding 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.

Any 2018 Junior Refunding Bonds authorized herein shall be secured by Junior Lien Revenues (as defined in the Master Junior Bond Indenture), shall be payable as provided under the Master Indenture and the Master Junior Bond Indenture, each as supplemented and amended from time to time, and shall be secured on a parity with all Junior Bonds outstanding from time to time under the Master Indenture and the Master Junior Bond Indenture.

It is necessary for the Authority to authorize the issuance of the 2018 Refunding Bonds and to approve and to authorize the execution of one or more 2018 Supplemental Indentures, Bond Purchase Agreements, Refunding Escrow Agreements, Continuing Disclosure Agreements (all as defined below) 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 2018 Refunding Bonds.

Finally, it is necessary for the Authority to amend certain prior actions in order to account for the modification of the Authority’s capital plan for the system of toll highways operated by the Authority, named “Move Illinois: The Illinois

RESOLUTION NO. 21350

Background continued

Tollway Driving the Future” (the “Move Illinois Program”), which was originally approved by Resolution No. 19480 adopted by the Board on August 25, 2011 (“Resolution No. 19480”) and revised by Resolution No. 21244 adopted by the Board on April 27, 2017 (“Resolution No. 21244”).

Resolution

1. *Incorporation of Background.* The Background of this Resolution is hereby incorporated into this text as if set out in full herein.

2. *Issuance of 2018 Refunding Bonds.* The Authority authorizes the issuance and delivery of 2018 Senior Refunding Bonds and 2018 Junior Refunding Bonds in a maximum aggregate principal amount of \$1.5 billion for the purpose of the Refunding. The 2018 Refunding Bonds may be issued from time to time in one or more series as Additional Senior Bonds or Junior Bonds in said respective maximum aggregate principal amounts, or such lesser principal amounts, all as may be determined by the Chairman of the Authority (the “*Chairman*”).

The 2018 Refunding Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2018 Senior Refunding Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (the “*2018 Senior Supplemental Indenture*”) between the Authority and the Trustee, supplementing and amending the Master Indenture. Each series of 2018 Junior Refunding Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (the “*2018 Junior Supplemental Indenture*” and, together with the 2018 Senior Supplemental Indenture, the “*2018 Supplemental Indentures*”) between the Authority and the Trustee, supplementing and amending the Master Indenture, including the Master Junior Bond Indenture.

In connection with the issuance of each series of 2018 Refunding Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Authority (the “*Secretary*”) is hereby authorized to attest, (i) a 2018 Senior Supplemental Indenture in substantially the form previously used in connection with the sale of

RESOLUTION NO. 21350

Resolution continued

revenue bonds of the Authority and (ii) a 2018 Junior Supplemental Indenture in a form responsive to the requirements of the Master Junior Bond Indenture, which is the form authorized in Resolution No. 17744, adopted by the Board of Directors of the Authority (the “*Board*”) on June 28, 2007 (“*Resolution No. 17744*”), but in either case with such revisions, insertions, completions and modifications 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 2018 Refunding Bonds and (y) the application of proceeds of the 2018 Refunding Bonds for the Refunding, 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.

In the event that the Authority issues 2018 Junior Refunding Bonds pursuant to the authority granted in this Resolution, the Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest, any amendments to the Master Junior Bond Indenture that are determined to be necessary to permit the issuance of the Junior Bonds and are not otherwise contained in the 2018 Junior Supplemental Indenture.

3. *Terms of 2018 Refunding Bonds.* The 2018 Senior Refunding Bonds of each series shall be designated “Toll Highway Senior Revenue Bonds” and the 2018 Junior Refunding Bonds of each series shall be designated “Toll Highway Junior Lien Refunding Revenue Bonds” with such additions, modifications, or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2018 Refunding Bonds to the reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, whether such Bonds are Additional Senior Bonds or Junior Bonds, the use of proceeds of such Bonds, the priority status of the 2018 Refunding Bonds under the Master Indenture and any other authorized features of the 2018 Refunding Bonds determined by the Chairman as desirable to be reflected in the title of the 2018 Refunding Bonds being issued. The 2018 Refunding Bonds of a series shall mature no later than twenty-five (25) years from their date of issuance. Each series of 2018 Refunding

RESOLUTION NO. 21350

Resolution continued

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 the 2018 Refunding Bonds at such times and on such basis and terms as shall be provided in the related 2018 Supplemental Indenture.

The 2018 Refunding 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) impressed or otherwise reproduced on them. The 2018 Refunding Bonds of a series shall be prepared in the form attached to the related 2018 Supplemental Indenture.

Any portion of the 2018 Refunding 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 if determined by the Chairman to be beneficial to the Authority.

4. *Redemption.* The 2018 Refunding 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 2018 Refunding Bond to be redeemed expressed (i) as a percentage, not to exceed two percent (2%) of the principal amount of the 2018 Refunding Bonds being redeemed, or (ii) as a formula designed to compensate the owner of the 2018 Refunding Bond to be redeemed based on prevailing market conditions on the date fixed for such redemption, commonly known as a “*make whole*” redemption, all as determined by the Chairman at the time of the sale of the 2018 Refunding Bonds and reflected in the related 2018 Supplemental Indenture. Certain of the 2018 Refunding 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 2018 Supplemental Indenture.

5. *Sale of Bonds.* The Chairman is hereby authorized on behalf of the Authority to sell bonds issued by the Authority, including all or any portion of the

RESOLUTION NO. 21350

Resolution continued

2018 Refunding Bonds, to an underwriting group (the “*Underwriters*”) represented by one or more Senior Managing Underwriters (individually or collectively, the “*Senior Managing Underwriter*”) selected from among underwriters pre-qualified by the Authority pursuant to its procurement process, “RFP#16-0155 for Bond Underwriting Services”, and Resolution No. 21288 adopted by the Board on June 22, 2017, during the term established by such procurement process, as such term may be renewed.

The 2018 Refunding 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 (the “*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 and 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, the Bond Purchase Agreement in substantially the form previously used in connection with the sale of 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.

6. *Preliminary Official Statement.* The preparation, use and distribution of a Preliminary Official Statement relating to the 2018 Refunding Bonds (the “*Preliminary Official Statement*”) is hereby in all respects ratified, authorized and approved. The Preliminary Official Statement shall contain disclosure information substantially similar to that presented in such form used in connection with the sale and issuance of the obligations of the Authority, as applicable, and shall reflect the terms and provisions of the 2018 Refunding Bonds proposed to be issued, including the priority of the security for the 2018 Refunding Bonds proposed to be issued and the application of the proceeds thereof and shall describe accurately the current financial condition of the toll highways maintained by the Authority and the parties to the financing. The proposed use by the Underwriters of an Official

RESOLUTION NO. 21350

Resolution continued

Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2018 Refunding Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the Official Statement on behalf of the Authority and her 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.

7. *Application of Proceeds.* The proceeds from the sale of any series of the 2018 Refunding Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Authority as follows:

- (i) the sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the 2018 Refunding Bonds sold;
- (ii) to the refunding of such of the Outstanding Variable Rate Bonds and Callable 2009A Bonds selected by the Chief Financial Officer to be refunded prior to their respective maturities at a price of par plus accrued interest thereon, up to and including their applicable redemption dates, which proceeds shall be deposited into an account to be held by the Trustee pursuant to the terms of the related 2018 Supplemental Indenture or one or more escrow agreements (each a "Refunding Escrow Agreement"), and the Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest and deliver each Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the Refunding. Such Refunding Escrow Agreements may include agreements entered into between the Authority and providers of securities under which agreements providers agree to purchase from or sell to the Authority specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement;
- (iii) to make any required deposit to the Debt Reserve Account held under the Master Indenture or, to the extent required by the applicable 2018 Junior

RESOLUTION NO. 21350

Resolution continued

Supplemental Indenture, the Junior Bond Reserve Account held under the Master Junior Bond Indenture;

(iv) to pay any settlement, breakage or termination amount payable by the Authority as a result of the termination, amendment or modification of all or a portion of any Hedge Agreements in connection with the Refunding, as described in Section 8, below;

(v) to pay expenses related to the issuance of such 2018 Refunding Bonds, including, without limitation, fees of counsel, rating agencies, financial advisors, the Trustee and the Underwriters; 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 2018 Supplemental Indenture authorizing such 2018 Refunding Bonds.

8. *Termination of Existing Hedge Agreements.* Each of the Authorized Officers is hereby authorized to take all actions necessary to terminate, amend or modify all or a portion of any Hedge Agreement heretofore executed and delivered by the Authority and currently outstanding, upon a determination that such termination, amendment or modification is in connection with the Refunding and is in the best financial interest of the Authority. Any settlement, breakage or termination amount payable by the Authority as a result of such termination, amendment or modification may be paid from proceeds of sale of the 2018 Refunding Bonds, lawfully available funds held under the Master Indenture or any other lawfully available funds of the Authority.

9. *Existing Agreements with Liquidity and Credit Enhancers.* Each of the Authorized Officers is hereby authorized to take all actions necessary to terminate, amend or modify all or a portion of any Agreement with any of the existing Liquidity and Credit Enhancers heretofore executed and delivered by the Authority and currently outstanding, upon a determination that such termination, amendment or modification is in the best financial interest of the Authority.

RESOLUTION NO. 21350

Resolution continued

10. *Tax-Exemption and Non-Arbitrage.* The Authorized Officers are hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that 2018 Refunding 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 2018 Refunding Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Regulatory Agreement in a form to be approved by bond counsel and by counsel for the Authority.

11. *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 2018 Refunding Bonds, in substantially the form previously used by the Authority in connection with the issuance of revenue bonds, with such 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.

12. *Authorized Acts.* The Chairman, the Executive Director, the Secretary, the Assistant Secretary, the Chief Financial Officer, the General Counsel, and the Chief Engineer of the Authority (each, an “*Authorized Officer*”) 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 2018 Refunding Bonds and the execution and delivery of each 2018 Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, Official Statement and Continuing Disclosure Agreement, including the giving of all notices of redemption required in connection with the Refunding.

RESOLUTION NO. 21350

Resolution continued

13. *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 2018 Refunding Bonds and the accomplishment of the Refunding are in all respects approved and confirmed.

14. *Costs of Issuance.* The Chief Financial Officer of the Authority is authorized to pay the costs of issuance of the 2018 Refunding Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, rating agency fees, Trustee fees, fees of an escrow verification agent and all other reasonable and necessary fees and costs of the Authority incurred in connection with the issuance of the 2018 Bonds and the accomplishment of the Refunding.

15. *Approval of Attorney General.* Notwithstanding anything herein to the contrary, the Authority's approval of each 2018 Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, and Continuing Disclosure Agreement is subject to the further approval as to the form and constitutionality by the Attorney General of the State of those agreements, as well as any other agreements authorized herein.

16. *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.

17. *Amendment of Certain Resolutions.* Resolution No. 20815 approved September 24, 2015, as amended by Resolution No. 20951 approved February 25, 2016 ("*Resolution No. 20815 / 20951*") authorizes, among other things, the issuance of revenue bonds to finance a portion of the cost of the Move Illinois Program. The Move Illinois Program was defined in Resolution No. 20815 / 20951 as the long-range capital plan originally approved by Resolution No. 19480. The definition of the Move Illinois Program contained in Resolution No. 20815 / 20951 is hereby amended to

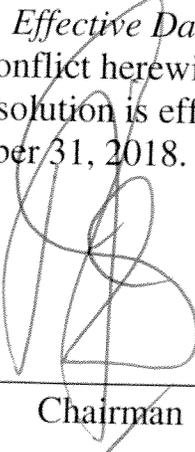
RESOLUTION NO. 21350

Resolution – Continued

include the Move Illinois Program as modified by Resolution No. 21244. The unused authorization for the issuance of revenue bonds in the aggregate principal amount of \$400 million contained in Resolution No. 20815 / 20951 remains in full force and effect under the terms contained therein.

The Authority hereby amends Resolution No. 20376 dated June 26, 2014 to revise the amount of funds that the Chief Financial Officer is authorized to cause to be deposited to the Improvement Account, as defined in the Master Indenture, for the funding of Improvements, as defined in the Master Indenture, from an amount of \$6.614 billion of Improvements included in the Move Illinois Program prior to its modification by Resolution No. 21244, less any amount of such portion of Improvements funded by pre-existing balances in the Improvement Account, to an amount equal to the next certified estimate of the Consulting Engineer, as defined in the Master Indenture, of the cost of Improvements included in the Move Illinois Program as modified by Resolution No. 21244, less any amount of such portion of Improvements funded by pre-existing balances in the Improvement Account, provided that such revised amount authorized to be deposited to the Improvement Account shall not exceed \$9.9 billion, less any amount of such portion of Improvements funded by pre-existing balances in the Improvement Account, without further action by the Board.

18. *Repealer, Effective Date and Expiration Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption and expires on December 31, 2018.

Approved by:  _____
Chairman

RESOLUTION NO. 21351

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Cisco Products through the Central Management Services ("CMS") master contract with CDW Government LLC (Tollway Contract No. 17-0152) for an upper limit of compensation not to exceed \$408,603.25. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Cisco Products from CDW Government LLC is approved in an amount not to exceed \$408,603.25. 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: _____

Chairman

RESOLUTION NO. 21352

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring NetApp Hardware, Software, Maintenance, Support, Services, and Accessories. Pursuant to the Tollway's Invitation for Bid No. 17-0129, the Tollway has determined that CDW Government LLC is the lowest responsive and responsible bidder for NetApp Hardware, Software, Maintenance, Support, Services, and Accessories for an upper limit of compensation not to exceed \$4,739,418.91.

Resolution

The bid from CDW Government LLC for the purchase of NetApp Hardware, Software, Maintenance, Support, Services, and Accessories is accepted. Contract No. 17-0129 is approved in an amount not to exceed \$4,739,418.91. 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: _____


Chairman

RESOLUTION NO. 21353

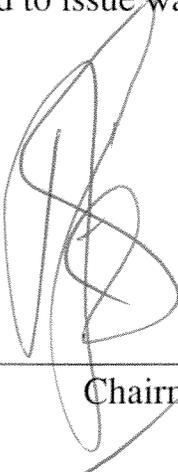
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Aluminum Extrusions. Pursuant to the Tollway's Invitation for Bid No. 17-0136, the Tollway has determined that MDSolutions Inc. is the lowest responsive and responsible bidder for Aluminum Extrusions for an upper limit of compensation not to exceed \$558,442.54.

Resolution

The bid from MDSolutions Inc. for the purchase of Aluminum Extrusions is accepted. Contract No. 17-0136 is approved in an amount not to exceed \$558,442.54. 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: _____


Chairman

RESOLUTION NO. 21354

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Allison Remanufactured Transmissions, Repair Services, and Replacement Parts. Pursuant to the Tollway's Invitation for Bid No. 15-0013RRR, the Tollway has determined that Interstate Power Systems, Inc. (d.b.a. Interstate PowerSystems) is the lowest responsive and responsible bidder for Allison Remanufactured Transmissions, Repair Services, and Replacement Parts for an upper limit of compensation not to exceed \$144,170.90.

Resolution

The bid from Interstate Power Systems, Inc. (d.b.a. Interstate PowerSystems) for the purchase of Allison Remanufactured Transmissions, Repair Services, and Replacement Parts is accepted. Contract No. 15-0013RRR is approved in an amount not to exceed \$144,170.90. 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: _____
Chairman

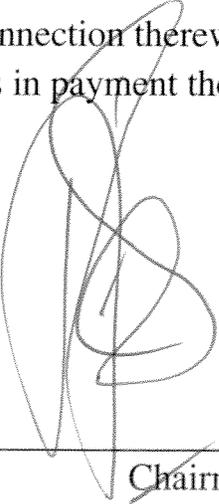
RESOLUTION NO. 21355

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Red Hat JBoss Software Maintenance and Support (Contract No. 15-0178) from National Tek Services, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$149,800.00 for the purchase of additional Red Hat JBoss Software Maintenance and Support.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 15-0178 for the purchase of additional Red Hat JBoss Software Maintenance and Support from National Tek Services, Inc. is approved in an amount not to exceed \$149,800.00 (increase from \$814,335.00 to \$964,135.00). 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:  _____
Chairman

RESOLUTION NO. 21356

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-17-4325 for Fiber Optics Relocation, Systemwide. The lowest responsible bidder on Contract No. RR-17-4325 is Western Utility, LLC in the amount of \$2,597,340.50.

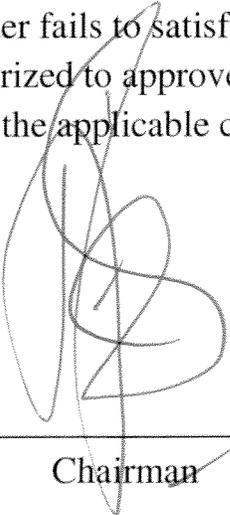
Resolution

Contract No. RR-17-4325 is awarded to Western Utility, LLC in the amount of \$2,597,340.50, 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: _____


Chairman

RESOLUTION NO. 21357

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-13-4116 for Roadway Reconstruction on the Reagan Memorial Tollway (I-88) from Milepost 138.1 (York Road Plaza) to Milepost 140.5 (Eisenhower Expressway I-290). The lowest responsible bidder on Contract No. RR-13-4116 is Walsh Construction Company II, LLC in the amount of \$44,931,291.06.

Resolution

Contract No. RR-13-4116 is awarded to Walsh Construction Company II, LLC in the amount of \$44,931,291.06, 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: _____

Chairman

RESOLUTION NO. 21358

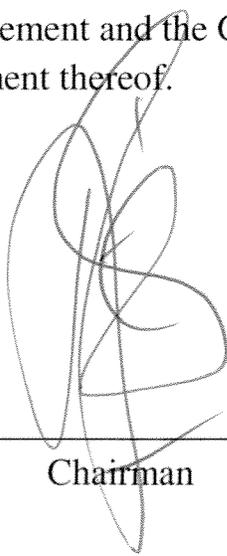
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Reagan Memorial Tollway (I-88) at Milepost 109.3 (IL 47 Interchange), on Contract No. I-16-4274. Civiltech Engineering, Inc./Millennia Professional Services Of Illinois, Ltd., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,066,000.00. 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 Civiltech Engineering, Inc./Millennia Professional Services Of Illinois, Ltd., to obtain Design Services, for Contract No. I-16-4274 with an upper limit of compensation not to exceed \$2,066,000.00, 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



RESOLUTION NO. 21359

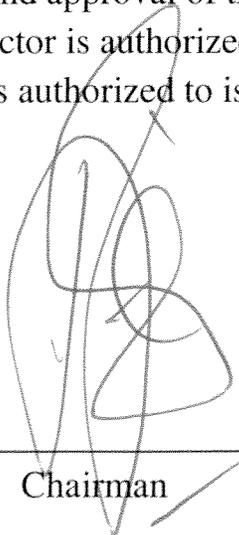
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, on the Reagan Memorial Tollway (I-88), on Contract No. RR-13-4117. Cotter Consulting, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,450,000.00. 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 Cotter Consulting, Inc., to obtain Construction Management Services, for Contract No. RR-13-4117 with an upper limit of compensation not to exceed \$1,450,000.00, 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

RESOLUTION NO. 21360

Background

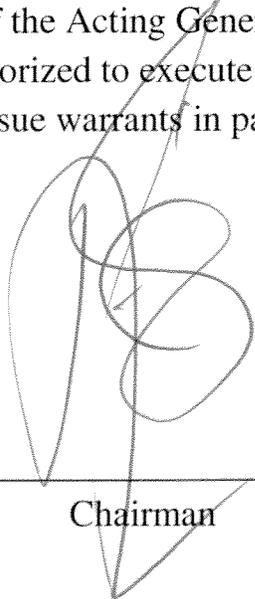
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) from Milepost 22.3 (75th Street) to Milepost 24.1 (I-55 Ramps), on Contract No. I-17-4297. Strand Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,100,000.00. 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 Strand Associates, Inc., to obtain Design Services, for Contract No. I-17-4297 with an upper limit of compensation not to exceed \$10,100,000.00, 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



RESOLUTION NO. 21361

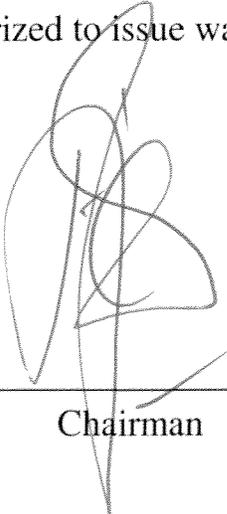
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) from Milepost 29.1 (East West Connector) to Milepost 30.5 (Roosevelt Road), on Contract No. I-17-4299. Quigg Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,650,000.00. 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 Quigg Engineering, Inc., to obtain Design Services, for Contract No. I-17-4299 with an upper limit of compensation not to exceed \$2,650,000.00, 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

RESOLUTION NO. 21362

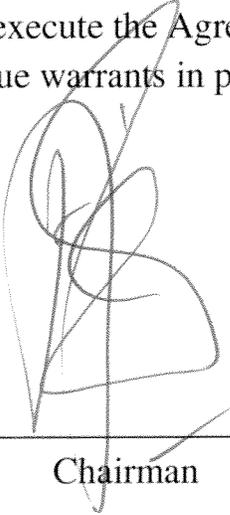
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) from Milepost 32.3 (St Charles Road) to Milepost 33.5 (North Avenue / Lake Street), on Contract No. I-17-4301. Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,400,000.00. 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 Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick) /2IM Group, LLC, to obtain Design Services, for Contract No. I-17-4301 with an upper limit of compensation not to exceed \$10,400,000.00, 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

RESOLUTION NO. 21363

Background

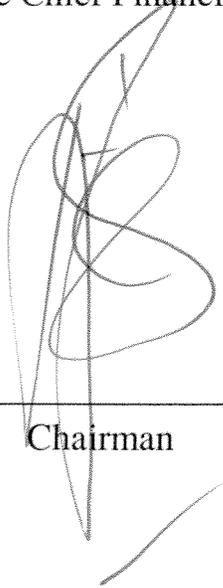
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, Tri-State Tollway (I-294), on Contract No. I-17-4304. A. Epstein and Sons International Inc., (dba Epstein) has submitted a proposal to provide the services for 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 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

A large, stylized handwritten signature in black ink, appearing to be the initials 'A.E.S.', is written over the signature line and extends upwards into the text area.

RESOLUTION NO. 21364

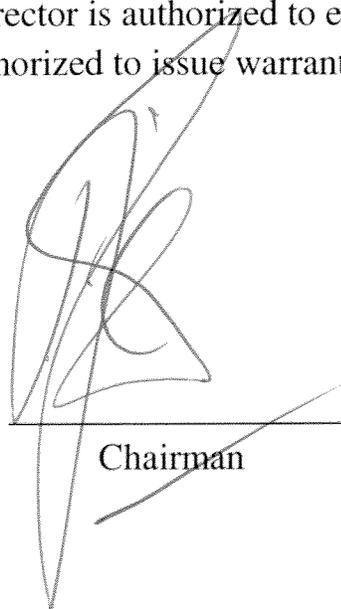
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) various locations, on Contract No. I-17-4305. Baxter & Woodman Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,462,900.00. 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 Baxter & Woodman Inc., to obtain Design Services, for Contract No. I-17-4305 with an upper limit of compensation not to exceed \$3,462,900.00, 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:



A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is highly cursive and loops around itself. Below the signature, the word "Chairman" is printed.

Chairman

RESOLUTION NO. 21365

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the Tri-State Tollway (I-294) various locations, on Contract No. I-17-4306. Rubinos & Mesia Engineers, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,715,500.00. 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 Rubinos & Mesia Engineers, Inc., to obtain Design Services, for Contract No. I-17-4306 with an upper limit of compensation not to exceed \$2,715,500.00, 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

RESOLUTION NO. 21366

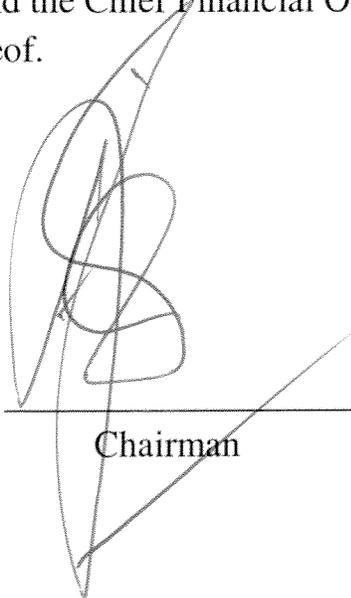
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Upon Request, on the Elgin O'Hare Western Access (I-490), on Contract No. I-17-4682. Hampton, Lenzini & Renwick, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,000,000.00. 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 Hampton, Lenzini & Renwick, Inc., to obtain Construction Management Upon Request, for Contract No. I-17-4682 with an upper limit of compensation not to exceed \$6,000,000.00, 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

RESOLUTION NO. 21367

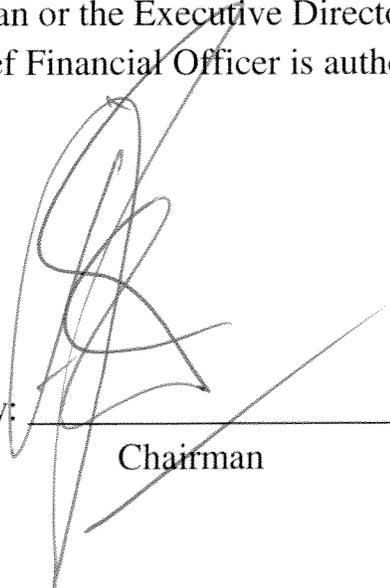
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Pavement Specialist Services, Systemwide, on Contract No. MO-17-1238. Applied Research Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$16,100,000.00. 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 Applied Research Associates, Inc., to obtain Pavement Specialist Services, for Contract No. MO-17-1238 with an upper limit of compensation not to exceed \$16,100,000.00, 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

RESOLUTION NO. 21368

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20602 approved February 26, 2015, entered into an Agreement with Tecma Associates, Inc. on Contract I-14-4192 for Supplemental Construction Management Services, on the Jane Addams Memorial Tollway (I-90) at Milepost 62.2 (Barrington Road).

Per Tollway request, Tecma Associates, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-14-4192, increasing the contract upper limit by \$199,373.12, from \$ 3,903,959.07 to \$4,103,332.19. It is necessary and in the best interest of the Tollway to accept the proposal from Tecma Associates, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Tecma Associates, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$199,373.12, subject to the 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

RESOLUTION NO. 21369
(AMENDING RESOLUTION NO. 21117)

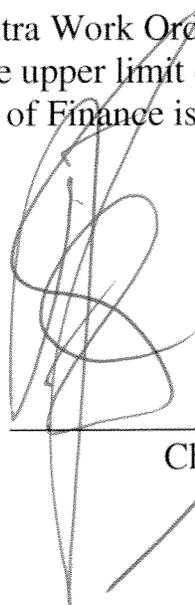
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20249 approved on February 27, 2014 entered into an Agreement for Contract No. I-13-4168 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). On August 25, 2016 resolution No. 21117 preliminarily increased the upper limit of compensation by \$255,000.00 via extra work order to provide compensation to the contractor for the addition of a right turn lane and intersection modifications at Drummer Drive. This amendment provides for an additional \$125,000.00 extra work order to establish a total net adjustment to the contract of \$380,000.00. The work performed by the contractor was necessary and in the best interest of the Tollway. The work was requested and will be reimbursed by the Village of Schaumburg.

Resolution

The Extra Work Order in the amount of \$380,000.00 and the associated increase in the upper limit of compensation on Contract No. I-13-4168 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21370
(AMENDING RESOLUTION NOs. 20487, 21118)

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20249 approved on February 27, 2014 entered into an Agreement for Contract No. I-13-4168 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). On October 23, 2014, Resolution No. 20487 preliminarily increased the upper limit of compensation by \$376,692.25 via change order / extra work order to provide compensation to the contractor for the addition of a southbound right turn lane and realignment of the center concrete median on Meacham Road at Thoreau Drive. On August 25, 2016, Resolution No. 21118 amended Resolution No. 20487 by \$208,307.75 to \$585,000.00 to cover additional quantities and increased material costs. This amendment provides for an additional \$78,000.00 to that change order / extra work order to establish a total net adjustment to the contract of \$663,000.00 to cover final quantities as measured in the field. The work performed by the contractor was necessary and in the best interest of the Tollway. The work was requested and will be reimbursed by the Village of Schaumburg.

Resolution

The Change Order / Extra Work Order in the amount of \$663,000.00 and the associated increase in the upper limit of compensation on Contract No. I-13-4168 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21371

Background

The Illinois State Toll Highway Authority (the "Tollway") owns Parcel NS-08-006A.EX (the "Parcel"), which is located at the north side of 63rd Street and east of I-355, Woodridge, DuPage County and was needed for the construction of the original I-355 Project.

The Parcel's Access Control is not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee has declared Parcel NS-08-006A.EX as excess to the Tollway's needs.

The Access Control of Parcel was appraised by an Illinois Licensed General Appraiser in the amount of \$180,000.00.

It is in the best interest of the Tollway to release the Access Control of the Parcel in accordance with the terms of the sale to M/I Homes of Chicago, LLC.

Resolution

The sale of Access Control of Parcel NS-08-006A.EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the Acting General Counsel are authorized to prepare such documents as are necessary to release the access control and any improvements located thereon to M/I Homes of Chicago; the Chairman or the Executive Director is authorized to execute any and all documents necessary to transfer said property; and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: _____
Chairman

RESOLUTION NO. 21372

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of DuPage (the "County") in connection with construction and operation of Illinois Route 390 as a Toll Highway from Illinois Route 53 to Illinois Route 83 (the "Project".) In order to implement the Project, it is necessary for the County to transfer jurisdiction of County Highway 26/Thorndale Avenue to the Tollway and remove it from the County highway system. There will be no cash payments made or received for this jurisdictional transfer.

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 County of DuPage in substantially the form 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 COUNTY OF DUPAGE
(JURISDICTIONAL TRANSFER)**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, 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 COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) now known in its entirety as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as the "PROJECT"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, the COUNTY and the ILLINOIS TOLLWAY executed a Memorandum of Understanding (hereinafter referred to as the "MOU"), known for ILLINOIS TOLLWAY recording purposes as #002014-27, on December 18, 2014 that outlined the general understanding between the COUNTY and the ILLINOIS TOLLWAY with regard to the PROJECT. The MOU served as the basis for interagency cooperation in the construction of the PROJECT improvements along the Illinois Route 390 corridor, including the intention to enter into future agreements for maintenance and jurisdictional responsibilities for the PROJECT; and

WHEREAS, the COUNTY jurisdiction of County Highway 26/Thorndale Avenue extends from approximately 3,910 feet east of Illinois Route 53 at the one foot stub at the beginning of the westbound Thorndale Avenue to the northbound I-290 entrance ramp to west edge of pavement of York Road including the culvert over the Willow Creek Tributary (Structure Number 022-3111) and all other appurtenances, for a total of 4.1 miles, (hereinafter referred to as the "THORNDALE CORRIDOR"); and

WHEREAS, existing County Highway 26/Thorndale Avenue extending from west of Park Boulevard to York Road will be reconfigured to frontage roads north and south of Illinois Route 390 and segments will be eliminated entirely for the Illinois Route 390 corridor as part of the PROJECT improvements; and

WHEREAS, the Toll Highway Act grants authority for the ILLINOIS TOLLWAY to accept land transfers from the COUNTY (605 ILCS 10/10(d)); and

WHEREAS, to transfer jurisdiction, maintenance, administration, engineering or improvement of a highway, the Highway Code ("Code") requires a written contract with the applicable Highway Authority as defined by the Code (605 ILCS 5/4-409); and

WHEREAS, changes in highways making up a part of the county system may be made by resolution of the County Board, subject to the approval of the Illinois Department of Transportation (605 ILCS 5/5-105); and

WHEREAS, as part of its responsibilities as a Highway Authority, the Illinois Department of Transportation must approve the transfer of highway jurisdiction, maintenance and administration from the COUNTY to the TOLLWAY (605 ILCS 5/2-213 *also see* 605 ILCS 5/4-409); and

WHEREAS, the purpose of this AGREEMENT, for ILLINOIS TOLLWAY recording purposes shall be known as #2017-08, is to document the jurisdictional transfer of the THORNDALE CORRIDOR from the COUNTY to the ILLINOIS TOLLWAY required as part of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY intends to open Illinois Route 390 as a Toll Highway from Illinois Route 53 to Illinois Route 83 on November 1, 2017, which is anticipated to be the actual tolling start date; and

WHEREAS, the jurisdictional transfer of the THORNDALE CORRIDOR must occur on said actual tolling start date; and

WHEREAS, the COUNTY will transfer jurisdiction of the THORNDALE CORRIDOR excluding the limits of the existing bridge over Salt Creek to the ILLINOIS TOLLWAY and remove it from the COUNTY's highway system to the extent required by the PROJECT improvements; and

WHEREAS, the COUNTY maintains jurisdiction of Medinah Road, Prospect Avenue, Wood Dale Road, York Road, and the existing bridge that carries Thorndale Avenue over Salt Creek (Structure Number 022-3011) within the PROJECT limits; 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 COUNTY by virtue of its powers as set forth in the "Counties Code," 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the above stated recitals, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the PARTIES hereto, the PARTIES covenant, agree and bind them as follows:

I. RECITALS

- A. The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

II. JURISDICTIONAL TRANSFER

- A. The COUNTY and the ILLINOIS TOLLWAY agree to the transfer of jurisdiction of the THORNDALE CORRIDOR (County Highway 26/Thorndale Avenue from approximately 3,910 feet east of Illinois Route 53 at the one foot stub at the beginning of the westbound Thorndale Avenue to the northbound I-290 entrance ramp to west edge of pavement of York Road including the culvert over the Willow Creek Tributary and all appurtenances) excluding the limits of the existing bridge over Salt Creek as depicted on EXHIBIT B which is attached hereto and, by reference, made a part hereof, in its entirety, to the ILLINOIS TOLLWAY. The THORNDALE CORRIDOR is depicted on EXHIBIT A which is attached hereto and, by this reference, made a part hereof. This jurisdictional transfer will become effective on November 1, 2017 or a date mutually agreed upon by both PARTIES but in no event prior to all land transfers referenced in Section IV, A. hereinafter.
- B. The PROJECT improvements have reconfigured existing County Highway 26/Thorndale Avenue to account for the Illinois Route 390 Toll Highway, new frontage roads (North and South Thorndale Avenue), and associated appurtenances. The ILLINOIS TOLLWAY shall assume jurisdiction of the THORNDALE CORRIDOR within the limits identified including any remaining pavement and appurtenances, thereby eliminating existing County Highway 26/Thorndale Avenue from the COUNTY's highway system.

III. ENGINEERING

- A. The ILLINOIS TOLLWAY is performing preliminary and final design engineering, obtaining necessary surveys, and preparing the final plans and specifications for the PROJECT.

IV. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications will be conveyed via a separate Intergovernmental Agreement with the COUNTY and said Intergovernmental Agreement shall be deemed to precede this AGREEMENT.

V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY has advertised and received bids, awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

VI. MAINTENANCE

- A. The maintenance responsibilities for the PROJECT are defined as part of separate construction contract specific Intergovernmental Agreements between the PARTIES.

VII. FINANCIAL

- A. The PARTIES agree to transfer jurisdiction of the THORNDALE CORRIDOR, excluding the limits of the existing bridge over Salt Creek, without cash consideration.

VIII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois State Toll Highway Authority, and the County of DuPage.
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall have jurisdiction of the roadways and facilities as stated in Section II. 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 as it relates specifically to the jurisdictional transfer of the THORNDALE CORRIDOR, as depicted on EXHIBIT A, and this AGREEMENT supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to the jurisdictional transfer of the THORNDALE CORRIDOR depicted on EXHIBIT A.
- D. Wherever in this AGREEMENT approval or review by the COUNTY, or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- F. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, representatives authorized by the Chief Engineering Officer of the ILLINOIS TOLLWAY, and representatives authorized by the Director of Transportation/County Engineer of the COUNTY shall meet to resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute

concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, and the Director of Transportation/County Engineer of the COUNTY shall meet to resolve the issue.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address is The DuPage County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY, or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY, or the COUNTY unless such provision is waived in writing.
- L. 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.
- M. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the COUNTY:

The DuPage County Division of
Transportation
Jack T. Knuepfer Administration Building
421 North County Farm Road
Wheaton, Illinois 60187.
Attn: Director of Transportation/County
Engineer

- O. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. 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 COUNTY, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

(This space intentionally left blank)

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

COUNTY OF DUPAGE

By: _____
Daniel J. Cronin
Chairman, DuPage County Board

Attest: _____
Paul Hinds
County 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

REVIEWED BY:

State of Illinois – Department of Transportation

The Department has reviewed the attached IGA for completeness and accuracy and hereby authorizes the two local public agencies to enter into an agreement for the transfer of jurisdiction by written contract.

APPROVED BY:

By: _____

Date: _____

Priscilla A. Tobias, P.E.
Director, Office of Program Development

DRAFT



Elgin O'Hare Western Access

LEGEND

- Project Improvements
- DuPage County Jurisdiction of Thorndale Avenue to be Transferred

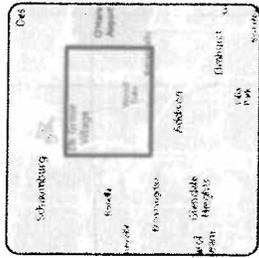


Exhibit A

Elgin O'Hare Western Access
Jurisdictional Transfer of County Highway 25/Thorndale Avenue from DuPage County to Illinois Tollway



Jurisdiction of Thorndale Avenue culvert over the Willow Creek Tributary (Structure No. 022-3111) to be transferred to Illinois Tollway

County to retain jurisdiction of Salt Creek Bridge (Structure No. 022-3011)

Western limits of County's jurisdiction of Thorndale Avenue being 3.910' east of L 53 at the 1' slab at the beginning of the westbound Thorndale Avenue to the northbound 2300 entrance ramp.

Easterly limits of County's jurisdiction of Thorndale Avenue extend to west edge of pavement of York Road

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Project No. 98-00153-02-BR
Contract No. 6-5717

Design No. 98-00153-02-BR
Contract No. 6-5717

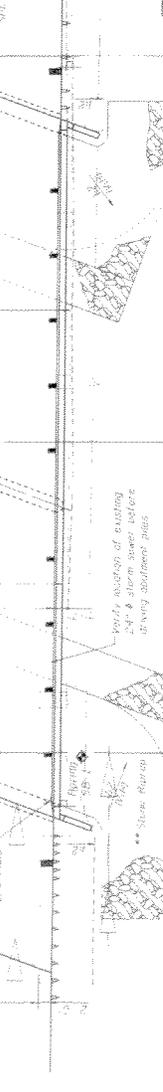
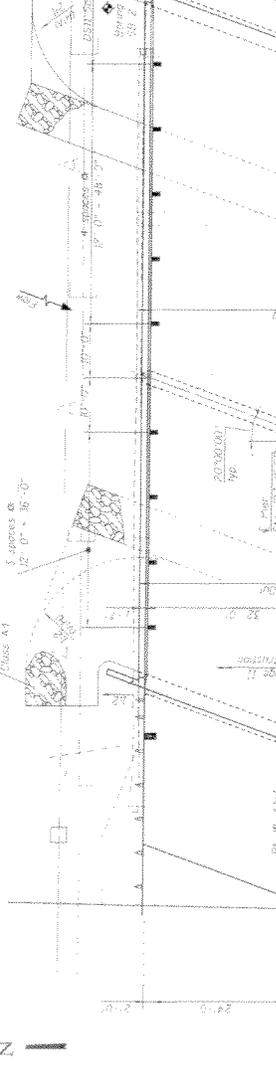
Drainage Area = 54.27 ac.
Flood
Design
Base
Max. Cdn.

WATERWAY INFORMATION

Flow	Q (cfs)	V (ft/s)	Depth (ft)	Width (ft)	Area (sq ft)	Perim. (ft)	R (ft)	S (ft/ft)	Velocity (ft/s)	Force (lb/ft²)
10	100	1.49	1.00	10.00	10.00	10.00	1.00	0.0001	1.49	0.0001
20	200	1.98	1.25	12.50	15.62	12.50	1.25	0.0001	1.98	0.0004
30	300	2.24	1.40	14.00	19.60	14.00	1.40	0.0001	2.24	0.0009
40	400	2.45	1.50	15.00	22.50	15.00	1.50	0.0001	2.45	0.0016
50	500	2.62	1.55	15.50	24.75	15.50	1.55	0.0001	2.62	0.0021
60	600	2.76	1.60	16.00	26.40	16.00	1.60	0.0001	2.76	0.0026
70	700	2.88	1.65	16.50	27.68	16.50	1.65	0.0001	2.88	0.0031
80	800	2.99	1.70	17.00	28.50	17.00	1.70	0.0001	2.99	0.0036
90	900	3.09	1.75	17.50	29.25	17.50	1.75	0.0001	3.09	0.0041
100	1000	3.18	1.80	18.00	29.90	18.00	1.80	0.0001	3.18	0.0046

DESIGN SCOUR ELEVATION TABLE

Station	Design Scour Elevation	Prop. Elevation	Clearance
67+80	166.35	166.35	0.00
67+85	166.40	166.40	0.00



PROPOSED PROFILE
LOADING HSE0-44
DESIGN SPECIFICATIONS
DESIGN STRESSES
FIELD LIMITS
SEISMIC DATA
CERTIFICATION

GENERAL PLAN AND ELEVATION
CH. 26 THORNDALE BRIDGE
OVER SALT CREEK
F.A.P. RT. 345 - SEC. 98-00153-02-BR
DU PAGE COUNTY
STATION 107+17.50
STRUCTURE NO. 022-3011

PLAN

Exhibit B

RESOLUTION NO. 21373

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of DuPage (the "County") in connection with construction and operation of Illinois Route 390 from Illinois Route 53 to Illinois Route 83 (the "Project"). In order to implement the Project, it is necessary for the Tollway and County to transfer real estate parcels between the governmental entities. The parcels at issue are all located along Illinois Route 390, including Thorndale Avenue between Meacham Road/Medinah Road, and York Road. 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 County of DuPage in substantially the form 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 COUNTY OF DUPAGE (LAND TRANSFER)**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, 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 COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) now known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as the "PROJECT"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, the COUNTY and the ILLINOIS TOLLWAY executed a Memorandum of Understanding (hereinafter referred to as the "MOU"), known for ILLINOIS TOLLWAY recording purposes as #002014-27, on December 18, 2014 that outlined the general understanding between the COUNTY and the ILLINOIS TOLLWAY with regard to the PROJECT. The MOU served as the basis for interagency cooperation in the construction of the PROJECT improvements along the Illinois Route 390 corridor, including the intention to convey land required for the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY have been parties to several Intergovernmental Agreements ("IGAs") associated with individual PROJECT construction contracts; and

WHEREAS, the purpose of this AGREEMENT, for ILLINOIS TOLLWAY recording purposes shall be known as #2017-06, is to document the transfer of right of way from the COUNTY to the ILLINOIS TOLLWAY and from the ILLINOIS TOLLWAY to the COUNTY required as part of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY intends to open Illinois Route 390 as a Toll Highway from Illinois Route 53 to Busse Road (Illinois Route 83) on November 1, 2017 which is anticipated to be the actual tolling start date; and

WHEREAS, the COUNTY owns the right of way occupied by and adjacent to County Highway 26 (Thorndale Avenue) on which the PROJECT is to be constructed and maintained, and for the purpose of implementing the PROJECT is required to be transferred from the COUNTY to the ILLINOIS TOLLWAY as outlined in this AGREEMENT; and

WHEREAS, the parcels to be transferred from the COUNTY to the ILLINOIS TOLLWAY in accordance with this AGREEMENT are located along Thorndale Avenue from Park Boulevard (to be known as Hamilton Lakes Drive where it crosses Illinois Route 390) to York Road; and

WHEREAS, the COUNTY agrees to contribute the value of the property interests along Thorndale Avenue, which are being conveyed to the ILLINOIS TOLLWAY as a local government that will benefit from the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY owns or is acquiring parcels, parts of which are required for the construction of the PROJECT, but the entirety of said parcels are not required for the maintenance and operation of the Illinois Route 390 or Western Access Toll Highways; and

WHEREAS, the COUNTY maintains jurisdiction of Medinah Road, Prospect Avenue, Wood Dale Road, York Road, and the existing bridge that carries Thorndale Avenue over Salt Creek within the PROJECT limits. The COUNTY has also agreed, as part of separate Intergovernmental Agreements between the PARTIES, to assume jurisdiction of the north frontage road along Illinois Route 390 from Arlington Heights Road to Prospect Avenue and from Mittel Drive to Supreme Drive (to be known in its entirety as North Thorndale Avenue, County Highway 60), the south frontage road along Illinois Route 390 from Arlington Heights Road to Prospect Avenue and from Mittel Drive to York Road (to be known in its entirety as South Thorndale Avenue, County Highway 61), and the Texas U-turn connecting North Thorndale Avenue and South Thorndale Avenue west of Prospect Avenue, including detention ponds and other associated appurtenances in their entirety and excluding the South Thorndale Avenue intersection with Lively Boulevard; and

WHEREAS, the ILLINOIS TOLLWAY is desirous of transferring parcels at Medinah Road, Prospect Avenue, Wood Dale Road, York Road, North Thorndale Avenue, and South Thorndale Avenue to the COUNTY for the COUNTY's ultimate roadway maintenance and jurisdiction; and

WHEREAS, as part of a separate Intergovernmental Agreement between the PARTIES for Contract I-14-4642, the COUNTY has, or will transfer COUNTY Parcel EO-1B-12-011, inclusive of a portion as fee and a portion as permanent easement for the Illinois Route 390 eastbound and westbound bridges over Prospect Avenue, to the ILLINOIS TOLLWAY and the value of this parcel has been credited to the COUNTY to offset COUNTY costs for construction work requested by the COUNTY and incorporated in the PROJECT improvements; and

WHEREAS, the ILLINOIS TOLLWAY will retain permanent easements on certain parcels to be transferred from the ILLINOIS TOLLWAY to the COUNTY to account for

PROJECT improvements or future improvements associated with the PROJECT at the Western Access and Illinois Route 390 interchange; 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 COUNTY by virtue of its powers as set forth in the "Counties Code," 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the above stated recitals, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the PARTIES hereto, the PARTIES covenant, agree and bind them as follows:

I. RECITALS

- A. The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

II. ENGINEERING

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

III. RIGHT OF WAY

- A. The parcels located along Thorndale Avenue from Hamilton Lakes Drive to York Road shall be transferred or conveyed by the COUNTY to the ILLINOIS TOLLWAY on or before the "Date of Conveyance" subject to, and based upon the actual tolling start date (anticipated November 1, 2017) for the PROJECT segment (Illinois Route 390 from Illinois Route 53 to Illinois Route 83), as indicated in "EXHIBIT A" and depicted on "EXHIBIT B", attached hereto, and incorporated herein.
- B. The parcels at Medinah Road, Prospect Avenue, Wood Dale Road, York Road, North Thorndale Avenue, and South Thorndale Avenue shall be transferred or conveyed by the ILLINOIS TOLLWAY to the COUNTY on the "Date of Conveyance" identified as after and subject to the actual tolling start date (anticipated November 1, 2017) for the PROJECT segment (Illinois Route 390 from Illinois Route 53 to Illinois Route 83) and the receipt of Final Judgement Order(s), as indicated in "EXHIBIT C" and depicted on "EXHIBIT D", attached hereto, and incorporated herein.
- C. The PARTIES agree to transfer and convey the parcels identified above to the other PARTY on the "Date of Conveyance" as shown on EXHIBIT A and EXHIBIT C, or an alternate date mutually agreed upon by both PARTIES.

- D. The ILLINOIS TOLLWAY shall perform all survey work, prepare all parcel plats, establish legal descriptions as necessary, and generally comply with its' written Policies and Procedures for all parcels currently owned by the COUNTY to be transferred to the ILLINOIS TOLLWAY and for all parcels owned by the ILLINOIS TOLLWAY to be transferred to the COUNTY.
- E. The ILLINOIS TOLLWAY agrees to be responsible for any and all right of way acquisition costs, including but not limited to the purchase price, expenses for title research, title policies, survey preparation, plat of highway, and appraisal, negotiations, relocation, and court proceedings.
- F. The PARTIES agree to convey fee simple title to the parcels listed on EXHIBIT A and EXHIBIT C, or any lesser property interest in such properties as may be required for the PROJECT, to the other PARTY.
- G. The ILLINOIS TOLLWAY will retain, without cost, the permanent easements it requires for the Illinois Route 390 eastbound bridge over Medinah Road, for the Illinois Route 390 eastbound bridge over the Chicago Terminal ("CTM") Railroad, for the five Illinois Route 390/Western Access interchange ramp bridges over York Road, for the two future ramps to be constructed over South Thorndale Avenue between Thomas Drive and Sivert Court and over York Road, and for the Willow Creek culvert that crosses under South Thorndale Avenue as part of the conveyance or transfer of parcels in these locations to the COUNTY.
- H. The ILLINOIS TOLLWAY will transfer or convey a permanent easement to the COUNTY required for the Wood Dale Road bridge structure over Illinois Route 390, for the North Thorndale Avenue CTM Railroad at-grade crossing, and for the COUNTY storm sewer located south of South Thorndale Avenue east and west of Thomas Drive as part of the conveyance or transfer of parcels to the COUNTY.
- I. The ILLINOIS TOLLWAY agrees to transfer right of way along South Thorndale Avenue from Supreme Drive to York Road in its proposed temporary configuration (two-lanes in each direction) as part of the conveyance or transfer of parcels to the COUNTY. The COUNTY then agrees that if the final configuration of this portion of South Thorndale Avenue results in the COUNTY owning right of way required for Toll Highway operation and not for the COUNTY's maintenance and jurisdiction of South Thorndale Avenue, then the COUNTY will transfer the right of way back to the ILLINOIS TOLLWAY as part of a separate Intergovernmental Agreement at no cost to the ILLINOIS TOLLWAY.
- J. The ILLINOIS TOLLWAY will transfer or convey access control rights to the COUNTY along the south side of South Thorndale Avenue west of Wood Dale Road and east of Illinois Route 83 as depicted on EXHIBIT D. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY's

right of way conveyed to the COUNTY for maintenance and operation of their highways.

- K. The ILLINOIS TOLLWAY will acquire title policies that depict the ILLINOIS TOLLWAY as the owner for the entirety of the parcels acquired by the ILLINOIS TOLLWAY for the PROJECT and will provide copies to the COUNTY. Said title policies will not specifically depict the portion of the parcel to be conveyed from the ILLINOIS TOLLWAY to the COUNTY. Title policies for the land conveyed from the ILLINOIS TOLLWAY to the COUNTY depicting the COUNTY as the owner would be the responsibility of the COUNTY as needed.
- L. The ILLINOIS TOLLWAY will prepare and record the Plat of Highways for the right of way acquired by the ILLINOIS TOLLWAY for the PROJECT. The Plat of Highways will contain the parcels to be conveyed from the ILLINOIS TOLLWAY to the COUNTY and the final recorded Plat of Highway will be provided to the COUNTY upon its' completion. A separate Plat of Highway specific to only the right of way conveyed to the COUNTY is the responsibility of the COUNTY as required.
- M. In order to avoid PROJECT delays, the COUNTY hereby permits and authorizes the ILLINOIS TOLLWAY, its employees, vendors, and/or contractor(s), without charge, to have immediate, unrestricted access to all parcels listed by parcel number on EXHIBIT A and depicted on the map of the parcels on EXHIBIT B.
- N. All land conveyances referenced in this AGREEMENT are to be tendered in a form that is acceptable for recordation.
- O. The ILLINOIS TOLLWAY shall record all deeds and any other documents that must be recorded and provide copies to the COUNTY.

IV. UTILITIES

- A. The ILLINOIS TOLLWAY will provide available electronic information for existing utilities located within the parcels to be transferred to the COUNTY.
- B. Subsequent to the transfer of the right of way to the COUNTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all reimbursable utility relocation costs the COUNTY may incur for ILLINOIS TOLLWAY required adjustments as part of the PROJECT or in the future.
- C. The COUNTY agrees to make arrangements with utilities that are either existing on or that are planned to be relocated to the parcels described herein that are to be transferred from the ILLINOIS TOLLWAY to the COUNTY in conjunction with the PROJECT improvements. The COUNTY shall issue any required permits allowing the utilities to remain in either their existing locations or planned locations without charge of permit fees and subject to COUNTY permit conditions.
- D. Subsequent to the transfer of right of way from the ILLINOIS TOLLWAY to the COUNTY, except as noted for Section IV. B above, the ILLINOIS TOLLWAY shall

not be responsible for costs to relocate existing utilities located within the parcels being transferred unless required for an ILLINOIS TOLLWAY proposed improvements.

V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY has advertised and received bids, awarded the contract(s), provided construction engineering inspections for and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VII of this AGREEMENT.

VI. FINANCIAL

- A. The PARTIES agree that the value associated with the COUNTY's owned interests along Thorndale Avenue is \$25,000,000.00. The COUNTY hereby agrees to donate the aforementioned value to the ILLINOIS TOLLWAY as part of the COUNTY'S contribution to the construction of the EOWA PROJECT.
- B. The COUNTY has conveyed, or will convey to the ILLINOIS TOLLWAY, Parcel EO-1B-12-011, a portion of which was acquired in Fee Simple and a portion of which was acquired as permanent easement for the Illinois Route 390 eastbound and westbound bridges over Prospect Avenue. The property is listed on EXHIBIT A and depicted on EXHIBIT B; the conveyance is included as part of the separate I-14-4642 Intergovernmental Agreement between the PARTIES. The appraised market value (\$445,700.00) has been used to offset the costs of work requested by the COUNTY and included in the PROJECT.
- C. The ILLINOIS TOLLWAY agrees to transfer the properties identified as part of EXHIBIT C and depicted on EXHIBIT D in this AGREEMENT to the COUNTY without cash consideration.

VII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the COUNTY and the ILLINOIS TOLLWAY.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof as it relates specifically to conveyance of the parcels listed on EXHIBIT A and EXHIBIT C and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to conveyance of the parcels listed on EXHIBIT A and EXHIBIT C.

- C. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- E. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, representatives authorized by the Chief Engineering Officer of the ILLINOIS TOLLWAY and representatives authorized by the Director of Transportation/County Engineer of the COUNTY 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 or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Transportation/County Engineer shall meet and resolve the issue.
- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- J. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
 2700 Ogden Avenue
 Downers Grove, Illinois 60515
 Attn: Chief Engineering Officer

To the COUNTY: The DuPage County Division of Transportation
 Jack T. Knuepfer Administration Building
 421 North County Farm Road
 Wheaton, Illinois 60187
 Attn: Director of Transportation/County Engineer

- K. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT or for such longer period as the law requires. 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 COUNTY, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

(This section intentionally left blank)

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

COUNTY OF DUPAGE

By: _____
Daniel J. Cronin, Chairman
DuPage County Board

Attest: _____
Paul Hinds, County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Elizabeth M.S. Oplawski
Acting General Counsel

Date: _____

Approved as to Form and Constitutionality

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

EXHIBIT A

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

Location/Segment	Illinois Tollway Parcel #	Type	Owner	Date of Conveyance *
Thorndale Ave	EO-1B-12-909.1	Fee	ILLINOIS TOLLWAY	October 31, 2017
Thorndale Ave	EO-1B-12-909.2	Fee	ILLINOIS TOLLWAY	October 31, 2017
Parkside Ave	EO-1B-12-920	Fee	ILLINOIS TOLLWAY	October 31, 2017
Parkside Ave	EO-1B-12-921	Fee	ILLINOIS TOLLWAY	October 31, 2017
Supreme Dr	EO-1B-12-932	Fee	ILLINOIS TOLLWAY	October 31, 2017
Supreme Dr	EO-1B-12-933	Fee	ILLINOIS TOLLWAY	October 31, 2017
Prospect Ave	EO-1B-12-011**	Fee; Permanent Easement for EB and WB IL 390 over Prospect Avenue	ILLINOIS TOLLWAY	--

* The date of conveyance or transfer is subject to and based upon the actual tolling start date of Illinois Route 390 from Illinois Route 53 to Illinois Route 83.

**Parcel to be transferred to the ILLINOIS TOLLWAY as part of the I-14-4642 Intergovernmental Agreement between the PARTIES, separate from the Land Transfer AGREEMENT. The value of the parcel has been used to offset COUNTY requested enhancements incorporated into the PROJECT



Elgin O'Hare Western Access

LEGEND

Project Improvements

Parcels to be Conveyed from the COUNTY to the ILLINOIS TOLLWAY

* Right-of-way conveyance as part of the COUNTY'S parcel contribution of \$75 million towards the EOWA project unless otherwise noted

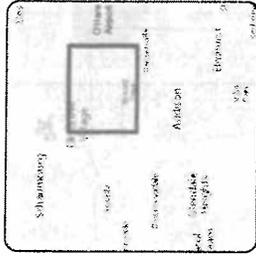


Exhibit B

Elgin O'Hare Western Access Land Conveyance from DuPage County to the Illinois Tollway

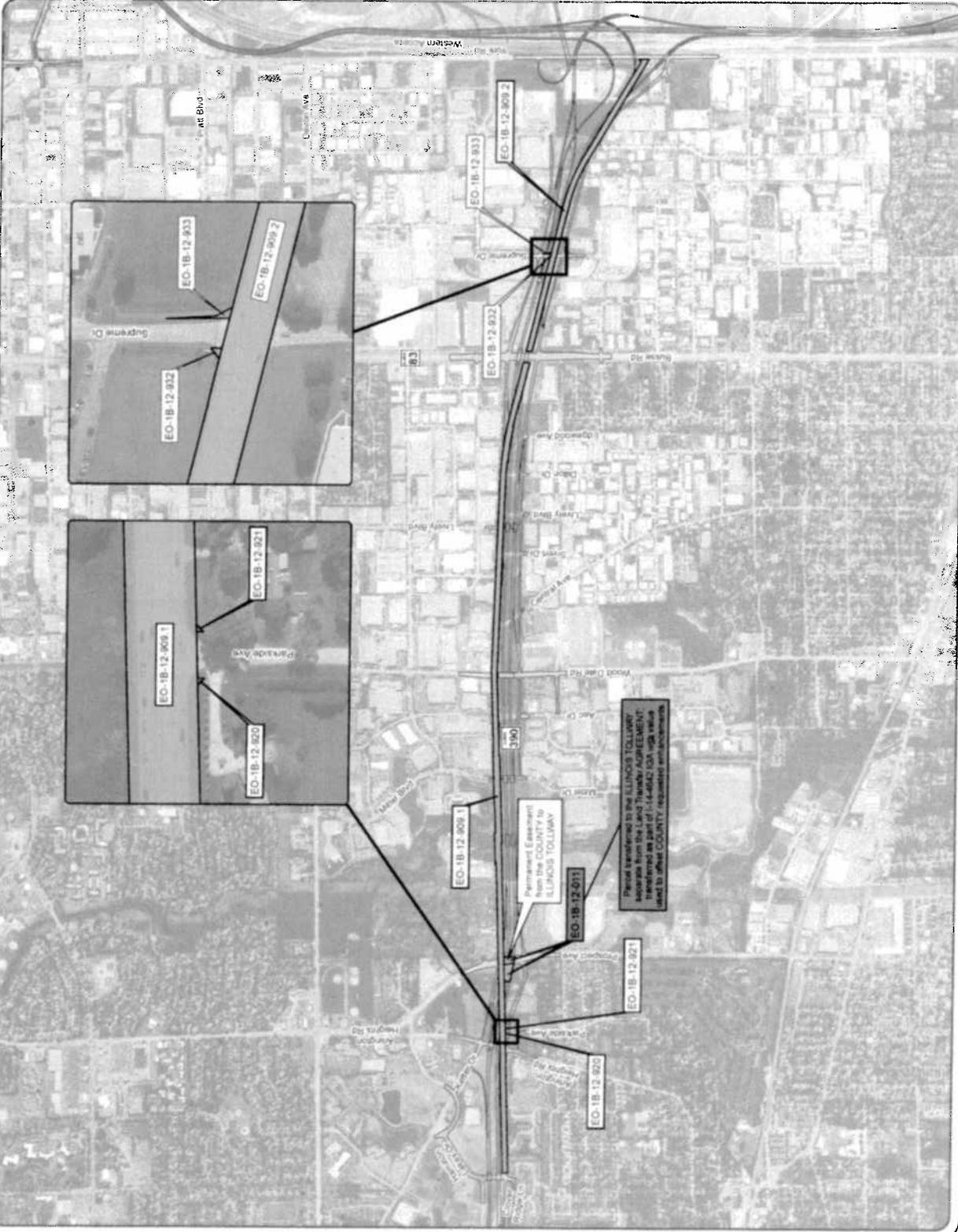


EXHIBIT C

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

Location/Segment	Illinois Tollway Parcel #	Type	Owner	Date of Conveyance *
Medinah Rd	EO-1A-14-106.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for EB IL 390 bridge over from COUNTY	ILLINOIS TOLLWAY	February, 2018
Medinah Rd	EO-1A-14-109.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Medinah Rd	EO-1A-15-016.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Medinah Rd	EO-1A-15-017.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Medinah Rd	EO-1A-15-018.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-089.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-090.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-091.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-095.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-099.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-007.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-008.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-009.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-011.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-012.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-014.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-015.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-907.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-908.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Arlington Heights Rd to Prospect Ave	EO-1B-12-909.1EX1	Fee	ILLINOIS TOLLWAY	February, 2018
Salt Creek Bridge	EO-1B-12-909.2EX2	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-021.EX	Fee with Access Control	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-022.EX	Fee with Access Control	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-026.EX	Fee with Access Control	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-030.02EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-035.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-037.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-038.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-044.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-046.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-049.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-051.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-052.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-106.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-107.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-931.EX	Fee; Permanent Easement to COUNTY for Wood Dale Road	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-117.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-118.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-122.EX	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-909.1EX3	Fee	ILLINOIS TOLLWAY	February, 2018
Mittel Blvd to IL 83	EO-1B-12-909.1EX4	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-054.EX	Fee with Access Control	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-061.EX	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-062.EX	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-063.EX	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-064.EX	Fee; ILLINOIS TOLLWAY to convey Permanent Easement to COUNTY for Storm Sewer	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-066.EX	Fee; ILLINOIS TOLLWAY to convey Permanent Easement to COUNTY for Storm Sewer	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-067.EX	ILLINOIS TOLLWAY to convey Permanent Easement to COUNTY for Storm Sewer	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-068.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for maintenance of Willow Creek culvert from COUNTY; and ILLINOIS TOLLWAY to convey Permanent Easement to COUNTY for Storm Sewer	ILLINOIS TOLLWAY	February, 2018

EXHIBIT C

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

Location/Segment	Illinois Tollway Parcel #	Type	Owner	Date of Conveyance *
IL 83 to York Rd	EO-1B-12-069.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for maintenance of Willow Creek culvert and also for future ramp over South Thorndale Avenue from COUNTY	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-070.EX	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-126.EX	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-127.EX	Fee	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-129.EX	Fee; Permanent Easement to COUNTY for North Thorndale Avenue CTM Spur crossing	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-057.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for EB IL 390 bridge over CTM Railroad from COUNTY	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-909.2EX5	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for EB IL 390 bridge over CTM Railroad from COUNTY	ILLINOIS TOLLWAY	February, 2018
IL 83 to York Rd	EO-1B-12-909.2EX6	Fee	ILLINOIS TOLLWAY	February, 2018
York Road	EO-1B-12-071.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for planned and future bridges over York Road from COUNTY	ILLINOIS TOLLWAY	February, 2018
York Road	EO-1B-12-072.EX	Fee	ILLINOIS TOLLWAY	February, 2018
York Road	EO-1B-12-138.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for bridges over York Road from COUNTY	ILLINOIS TOLLWAY	February, 2018
York Road	EO-1B-12-909.2EX7	Fee	ILLINOIS TOLLWAY	February, 2018
York Road	EO-1B-12-937.EX	Fee; ILLINOIS TOLLWAY to retain Permanent Easement for bridges over York Road from COUNTY	ILLINOIS TOLLWAY	February, 2018

* 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 subject to the receipt of Final Judgement Order (FJO).

Elgin O'Hare Western Access



LEGEND

- Access Control
- Permanent Easement
- Parcels to be Conveyed from the ILLINOIS TOLLWAY to the COUNTY
- Type of Conveyance Labels
 - EO-1B-12-062 EX
 - EO-1B-12-138 EX
 - EO-1B-12-064 EX
 - EO-1B-12-068 EX
 - EO-1B-12-072 EX
 - EO-1B-12-061 EX
 - EO-1B-12-063 EX
 - EO-1B-12-065 EX
 - EO-1B-12-067 EX
 - EO-1B-12-069 EX
 - EO-1B-12-070 EX
 - EO-1B-12-071 EX
 - EO-1B-12-073 EX
 - EO-1B-12-074 EX
 - EO-1B-12-075 EX
 - EO-1B-12-076 EX
 - EO-1B-12-077 EX
 - EO-1B-12-078 EX
 - EO-1B-12-079 EX
 - EO-1B-12-080 EX
 - EO-1B-12-081 EX
 - EO-1B-12-082 EX
 - EO-1B-12-083 EX
 - EO-1B-12-084 EX
 - EO-1B-12-085 EX
 - EO-1B-12-086 EX
 - EO-1B-12-087 EX
 - EO-1B-12-088 EX
 - EO-1B-12-089 EX
 - EO-1B-12-090 EX
 - EO-1B-12-091 EX
 - EO-1B-12-092 EX
 - EO-1B-12-093 EX
 - EO-1B-12-094 EX
 - EO-1B-12-095 EX
 - EO-1B-12-096 EX
 - EO-1B-12-097 EX
 - EO-1B-12-098 EX
 - EO-1B-12-099 EX
 - EO-1B-12-100 EX
 - EO-1B-12-101 EX
 - EO-1B-12-102 EX
 - EO-1B-12-103 EX
 - EO-1B-12-104 EX
 - EO-1B-12-105 EX
 - EO-1B-12-106 EX
 - EO-1B-12-107 EX
 - EO-1B-12-108 EX
 - EO-1B-12-109 EX
 - EO-1B-12-110 EX
 - EO-1B-12-111 EX
 - EO-1B-12-112 EX
 - EO-1B-12-113 EX
 - EO-1B-12-114 EX
 - EO-1B-12-115 EX
 - EO-1B-12-116 EX
 - EO-1B-12-117 EX
 - EO-1B-12-118 EX
 - EO-1B-12-119 EX
 - EO-1B-12-120 EX
 - EO-1B-12-121 EX
 - EO-1B-12-122 EX
 - EO-1B-12-123 EX
 - EO-1B-12-124 EX
 - EO-1B-12-125 EX
 - EO-1B-12-126 EX
 - EO-1B-12-127 EX
 - EO-1B-12-128 EX
 - EO-1B-12-129 EX
 - EO-1B-12-130 EX
 - EO-1B-12-131 EX
 - EO-1B-12-132 EX
 - EO-1B-12-133 EX
 - EO-1B-12-134 EX
 - EO-1B-12-135 EX
 - EO-1B-12-136 EX
 - EO-1B-12-137 EX
 - EO-1B-12-139 EX
 - EO-1B-12-140 EX
 - EO-1B-12-141 EX
 - EO-1B-12-142 EX
 - EO-1B-12-143 EX
 - EO-1B-12-144 EX
 - EO-1B-12-145 EX
 - EO-1B-12-146 EX
 - EO-1B-12-147 EX
 - EO-1B-12-148 EX
 - EO-1B-12-149 EX
 - EO-1B-12-150 EX
 - EO-1B-12-151 EX
 - EO-1B-12-152 EX
 - EO-1B-12-153 EX
 - EO-1B-12-154 EX
 - EO-1B-12-155 EX
 - EO-1B-12-156 EX
 - EO-1B-12-157 EX
 - EO-1B-12-158 EX
 - EO-1B-12-159 EX
 - EO-1B-12-160 EX
 - EO-1B-12-161 EX
 - EO-1B-12-162 EX
 - EO-1B-12-163 EX
 - EO-1B-12-164 EX
 - EO-1B-12-165 EX
 - EO-1B-12-166 EX
 - EO-1B-12-167 EX
 - EO-1B-12-168 EX
 - EO-1B-12-169 EX
 - EO-1B-12-170 EX
 - EO-1B-12-171 EX
 - EO-1B-12-172 EX
 - EO-1B-12-173 EX
 - EO-1B-12-174 EX
 - EO-1B-12-175 EX
 - EO-1B-12-176 EX
 - EO-1B-12-177 EX
 - EO-1B-12-178 EX
 - EO-1B-12-179 EX
 - EO-1B-12-180 EX
 - EO-1B-12-181 EX
 - EO-1B-12-182 EX
 - EO-1B-12-183 EX
 - EO-1B-12-184 EX
 - EO-1B-12-185 EX
 - EO-1B-12-186 EX
 - EO-1B-12-187 EX
 - EO-1B-12-188 EX
 - EO-1B-12-189 EX
 - EO-1B-12-190 EX
 - EO-1B-12-191 EX
 - EO-1B-12-192 EX
 - EO-1B-12-193 EX
 - EO-1B-12-194 EX
 - EO-1B-12-195 EX
 - EO-1B-12-196 EX
 - EO-1B-12-197 EX
 - EO-1B-12-198 EX
 - EO-1B-12-199 EX
 - EO-1B-12-200 EX
- Parcel includes Permanent Easement to COUNTY
- Parcel includes both Permanent Easement retained by ILLINOIS TOLLWAY and Permanent Easement to COUNTY
- EO-1B-12-021 EX
- Parcel includes Access Control

*Parcels listed are representative and all parcels include fee simple conveyance to the COUNTY, unless otherwise noted.

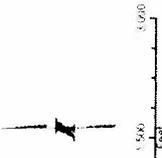
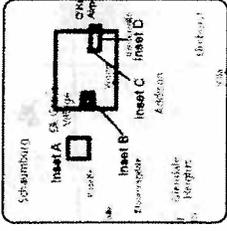
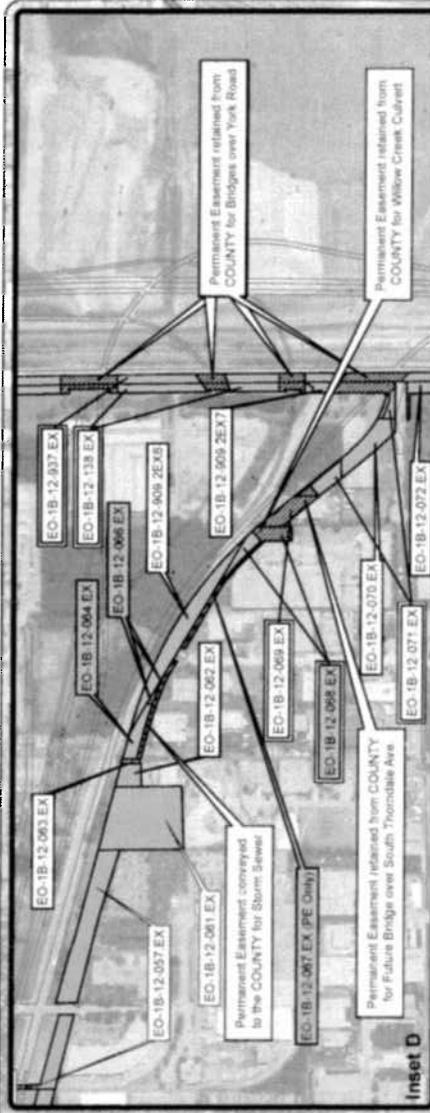
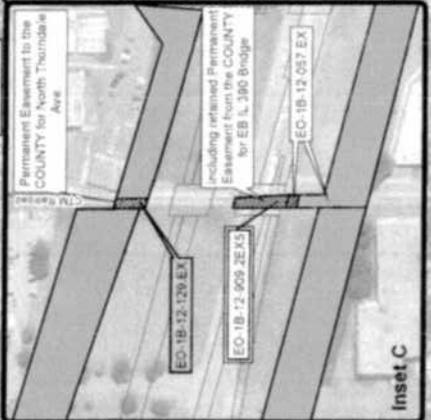
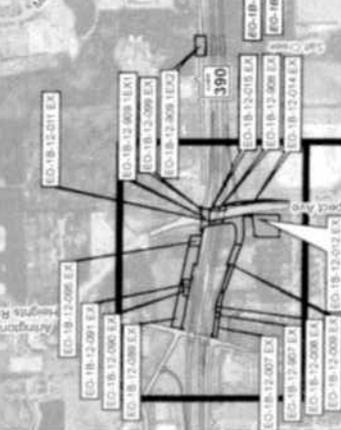
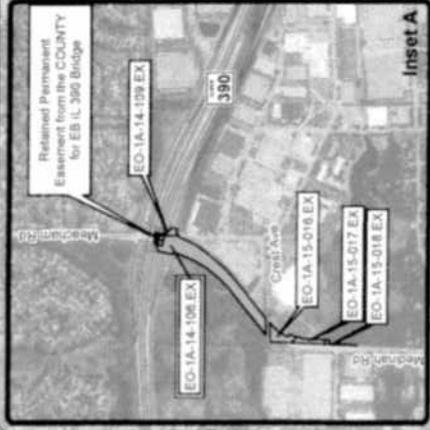
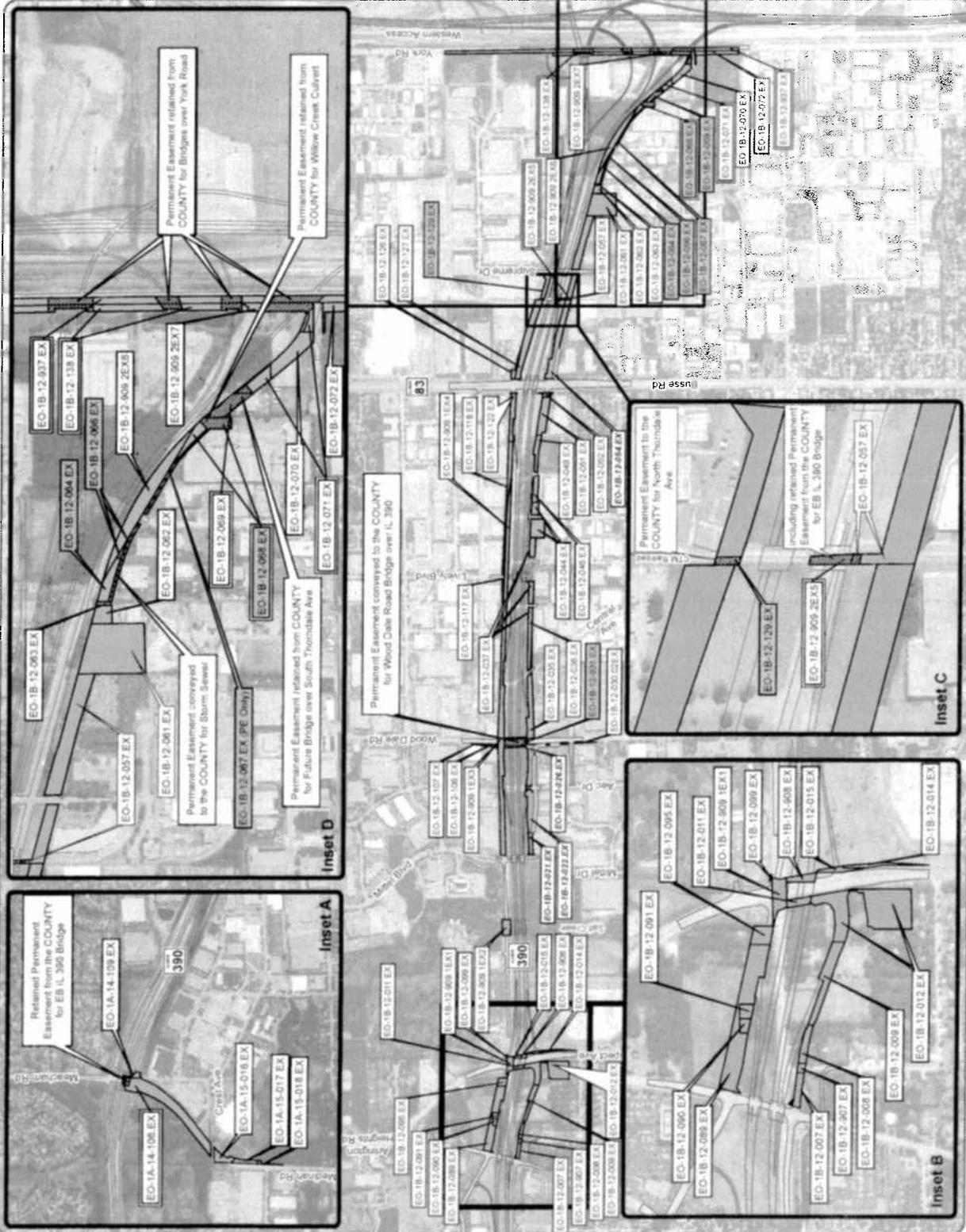


Exhibit D

Elgin O'Hare Western Access
Land Conveyance from
Illinois Tollway to
DuPage County



RESOLUTION NO. 21374

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of Elk Grove Village in connection with construction and operation of Illinois Route 390, and I-490 (the "Project"). The Village agrees to transfer the Rogers Pond right of way with an appraised value of \$203,500 to the Tollway for construction and operation of I-490. In exchange, the Tollway agrees transfer two parcels at Illinois Route 390 and Lively Boulevard, not necessary for operation or maintenance of Illinois Route 390 to the Village. Additionally, the Tollway agrees to relinquish its Right of First Refusal to purchase parcels adjacent to I-90 at or near Arlington Heights Road, not necessary for its operation or maintenance, to the Village. There will be no cash payments made or received for these transfers.

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 Village of Elk Grove Village in substantially the form 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 VILLAGE OF ELK GROVE VILLAGE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY" and the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, hereinafter called "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) now known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as the "PROJECT"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, the purpose of this AGREEMENT, for ILLINOIS TOLLWAY recording purposes shall be known as #2017-XX, is to document the transfer of right of way from the VILLAGE to the ILLINOIS TOLLWAY and from the ILLINOIS TOLLWAY to the VILLAGE required as part of the PROJECT and to document the PARTIES' interest in property along I-90 at Arlington Heights Road adjacent to the VILLAGE jurisdictional limits; and

WHEREAS, the VILLAGE owns the right of way associated with the Rogers Pond (Parcel WA-3D-12-900) located along the future Western Access Corridor between Pratt Boulevard and Touhy Avenue on which the PROJECT is to be constructed and maintained, and for the purpose of implementing the PROJECT is required to be transferred from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY intends to open Illinois Route 390 as a Toll Highway from Illinois Route 53 to Busse Avenue (Illinois Route 83) on November 1, 2017, which is anticipated to be the actual tolling start date; and

WHEREAS, the ILLINOIS TOLLWAY owns or is acquiring parcels, parts of which are required for the construction of the PROJECT, but the entirety of said parcels

are not required for the maintenance and operation of the Illinois Route 390 or Western Access Toll Highways; and

WHEREAS, the VILLAGE maintains jurisdiction of Lively Boulevard north of North Thorndale Avenue and the ILLINOIS TOLLWAY is desirous of transferring parcels to the VILLAGE for the VILLAGE's ultimate maintenance and jurisdiction of Lively Boulevard in said location; and

WHEREAS, the VILLAGE has interest in the land located within the I-90 and Arlington Heights Road westbound interchange ramp infield area upon which the ILLINOIS TOLLWAY retains a Right of First Refusal; and

WHEREAS, the ILLINOIS TOLLWAY agrees to relinquish its Right of First Refusal to the parcels located at the I-90 and Arlington Heights Road interchange and in return the VILLAGE agrees to transfer its ownership interest in the Rogers Pond property to the ILLINOIS TOLLWAY and ultimately the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY agrees to perform drainage improvements as part of the PROJECT that will improve the Rogers Pond flow characteristics; 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, VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. RECITALS

- A. The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

II. ENGINEERING

- A. The ILLINOIS TOLLWAY is responsible for the performance of preliminary and final design engineering, obtaining necessary surveys, and preparing the final plans and specifications for the PROJECT.

III. RIGHT OF WAY

- A. The VILLAGE agrees to convey fee simple title to the ILLINOIS TOLLWAY, Parcel WA-3D-12-900, necessitated by construction of the PROJECT and shown on "EXHIBIT A" attached hereto. The approved appraised market value is \$203,500. The property will be used for the PROJECT.
- B. The ILLINOIS TOLLWAY agrees to convey Parcels EO-1B-12-117.EX and EO-1B-12-118.EX, depicted in "EXHIBIT A" attached hereto, to the VILLAGE on the "Date of Conveyance" identified as after and subject to the actual tolling start date for the PROJECT segment on Illinois Route 390 from Illinois Route 53 to Illinois Route 83. The VILLAGE agrees to accept said parcels. To effectuate the conveyance, the ILLINOIS TOLLWAY shall execute and deliver copies of the recorded quit claim deeds to the VILLAGE.
- C. Any and all right of way acquisition costs regarding Parcels EO-1B-12-117.EX and EO-1B-12-118.EX that shall be paid by the ILLINOIS TOLLWAY. The costs and expenses include, but are not limited to, the purchase price, expenses for title research, survey preparation, and appraisal, negotiations, relocation, and court proceedings. The costs and expenses have been borne and will be absorbed by the ILLINOIS TOLLWAY and shall not be subject to reimbursement by the VILLAGE.
- D. The ILLINOIS TOLLWAY shall perform all survey work, prepare all parcel plats, establish legal descriptions as necessary, and generally comply with its' written Policies and Procedures for the parcel currently owned by the VILLAGE to be transferred to the ILLINOIS TOLLWAY and for all parcels owned by the ILLINOIS TOLLWAY to be transferred to the VILLAGE.
- E. All land conveyances referenced in this AGREEMENT will be tendered in a form that is acceptable for recordation.
- F. The ILLINOIS TOLLWAY shall record all deeds and any other documents that must be recorded.
- G. In order to avoid PROJECT delays, the VILLAGE hereby agrees to permit, authorize, and coordinate use and/or access to Parcel WA-3D-12-900 as necessary for the construction of the PROJECT.
- H. The ILLINOIS TOLLWAY does not currently have a Tollway need for the properties, therefore, the ILLINOIS TOLLWAY agrees to relinquish its Right of First Refusal that it retains in the parcels located within the I-90 and Arlington Heights Road westbound interchange ramp infield area, currently owned by Elk

Grove Township and shown on "EXHIBIT A" attached hereto, if and when they are to be sold or transferred.

IV. UTILITIES

- A. The ILLINOIS TOLLWAY will provide available information for existing utilities located within the parcels to be transferred to the VILLAGE electronically.
- B. Subsequent to the transfer of the right of way to the VILLAGE, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all reimbursable utility relocation costs the VILLAGE may incur for ILLINOIS TOLLWAY required adjustments.
- C. The VILLAGE agrees to coordinate and cooperate with utilities that are either existing on, are planned to be relocated to the parcels described herein, and/or that are to be transferred from the ILLINOIS TOLLWAY to the VILLAGE in conjunction with the PROJECTS improvements. The VILLAGE shall issue any required permits allowing the utilities to remain in either their existing locations or planned locations without charge of permit fees or subject to usual VILLAGE permit conditions.
- D. Subsequent to the transfer of right of way from the ILLINOIS TOLLWAY to the VILLAGE, the ILLINOIS TOLLWAY shall not be responsible for costs to relocate existing utilities located within the parcels being transferred unless the relocations are required solely for ILLINOIS TOLLWAY proposed improvements.

V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY is responsible for advertising and receiving bids, awarding the contract(s), providing construction engineering inspections for and causing the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VII of this AGREEMENT.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to transfer Parcels EO-1B-12-117.EX and EO-1B-12-118.EX to the VILLAGE without cash consideration. The PARTIES agree and acknowledge that the construction and completion of the PROJECT in this

location constitutes fair and adequate consideration for the transfer of such properties.

- B. The VILLAGE agrees to convey Parcel WA-3D-12-900, as shown on “EXHIBIT A”, as a Full Fee take to the ILLINOIS TOLLWAY at an approved appraised market value of \$203,500. The VILLAGE hereby agrees to donate the aforementioned value to the ILLINOIS TOLLWAY as part of the VILLAGE’s contribution to construction of the EOWA PROJECT.

VI. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Elk Grove Village and the Illinois Tollway.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof as it relates specifically to the parcels shown on EXHIBIT A and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to the parcels shown on EXHIBIT A.
- C. As required, a separate Intergovernmental Agreement(s) will be pursued between the PARTIES to document ILLINOIS TOLLWAY construction contracts being constructed within the VILLAGE limits. Maintenance responsibilities will be captured as part of the separate Intergovernmental Agreement(s).
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- F. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE’s Engineer shall meet and resolve the issue. In the event that they cannot mutually agree in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- K. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:
- To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
- To ELK GROVE: The Village of Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attn: Village Manager
- L. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. 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 VILLAGE, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

THE VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

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



Elgin O'Hare Western Access

LEGEND

- Project Improvements
- Parcel to be Conveyed from Elk Grove Village to the Illinois Tollway
- Parcel to be Conveyed from the Illinois Tollway to Elk Grove Village
- Elk Grove Township Right-of-Way

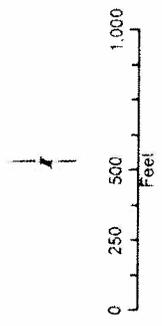
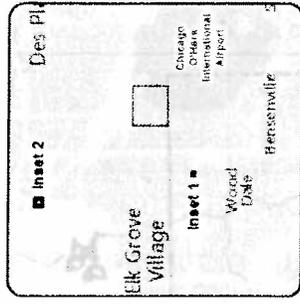
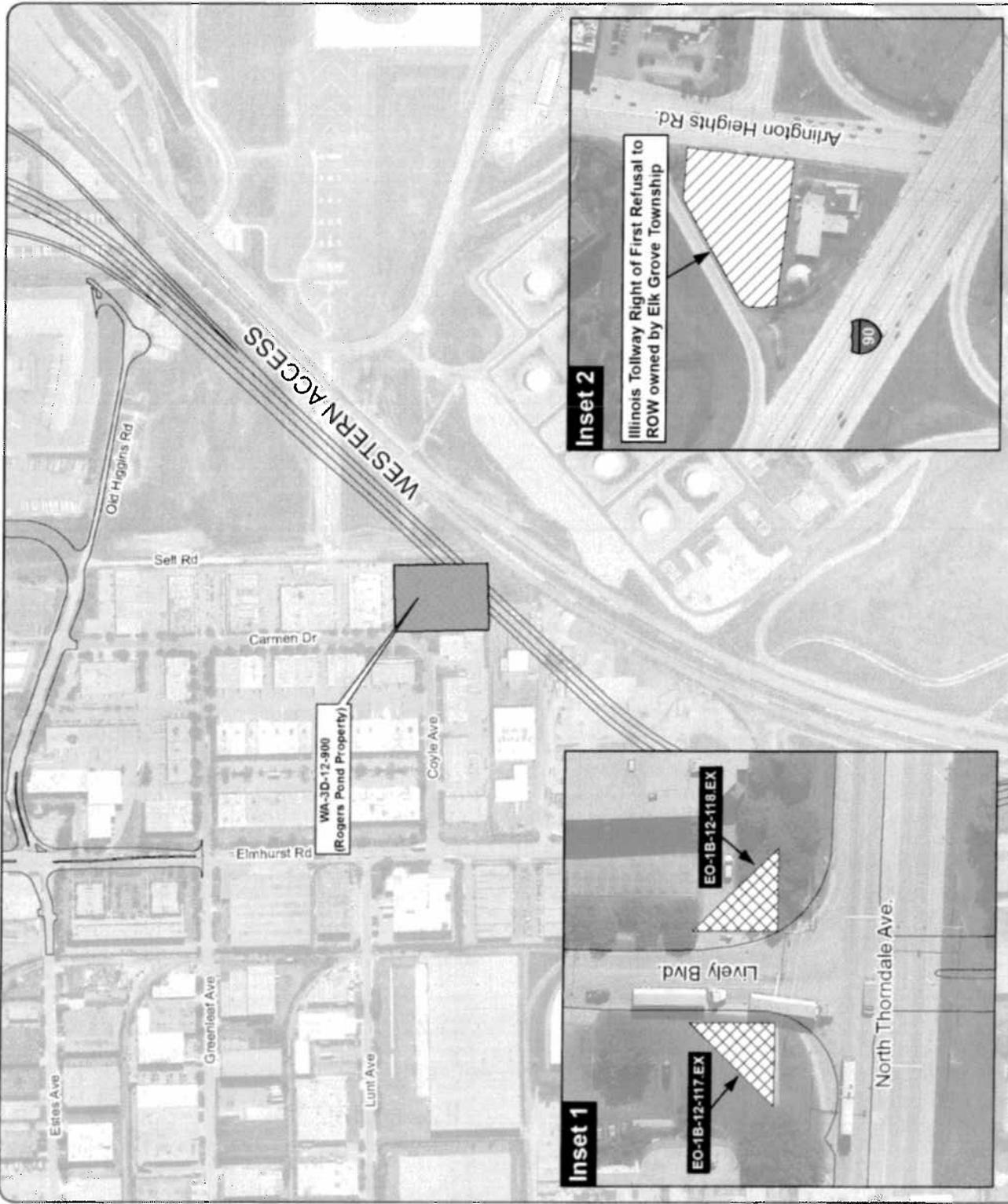


Exhibit A
Elgin O'Hare Western Access
Elk Grove Village
Land Conveyance



Disclaimer: Subject to land acquisition and other contingencies.

RESOLUTION NO. 21375

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Flagg Creek Water Reclamation District (the "District"), the City of Elmhurst (the "City"), and the Township of York (the "Township") in connection with the improvement of I-88 between Mile Post 138.1 and Mile Post 140.5 (the "Project"). The Project necessitates relocating District sanitary facilities and City water facilities from their existing location to Township right of way. The District and City agree to the relocation of their facilities, the Township agrees to the facilities being relocated onto its right of way and the Tollway agrees, at its cost, to perform the relocation of the District and City facilities and to restore Township right of way.

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, the Flagg Creek Water Reclamation District, the City of Elmhurst, and the Township of York in substantially the form 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 FLAGG CREEK WATER RECLAMATION DISTRICT,
THE CITY OF ELMHURST
AND
THE TOWNSHIP OF YORK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, 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 FLAGG CREEK WATER RECLAMATION DISTRICT, a municipal corporation of the State of Illinois, (hereinafter called the "DISTRICT"), THE CITY OF ELMHURST, a municipal corporation of the State of Illinois, (hereinafter called the "CITY"), and THE TOWNSHIP OF YORK, a body politic and corporate of the State of Illinois, (hereinafter called the "TOWNSHIP"); each of the above may be individually referred to as "PARTY", and collectively may be referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving the Reagan Memorial Tollway (I-88) between Mile Post 138.1 and Mile Post 140.5 in DuPage County and Cook County (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract RR-13-4116 (hereinafter referred to as the "PROJECT") by making the following improvements:

Reconstruction and widening of the westbound I-88 mainline between station 7355+00 to 7426+00, reconstruction of the eastbound I-88 mainline between station 7355+00 to 7426+00, reconstruction of portions of Ramps B, E and F, widening and rehabilitation of the Roosevelt Road Bridge, construction of a retaining wall adjacent to westbound I-88, construction of storm drainage systems, construction of jacked culverts, installation of guardrail and single face concrete barrier, installation of noise abatement wall, permanent signing, proposed lighting and maintaining temporary lighting, Intelligent Transportation Systems elements, landscaping and erosion control, maintenance of traffic, replace and relocate approximately 280 lineal feet of 8" sanitary sewer, add two (2) manhole structures, replace and relocate approximately 232 lineal feet of 8" water main connection, including one (1) valve vault and tapping sleeve, add an 8" x 6" reducer and five (5) lineal feet of 6" water main connecting to an existing fire hydrant, abandon and fill 206 lineal feet of existing 8" water main, and by performing all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, in order to facilitate ILLINOIS TOLLWAY improvements, it is necessary to relocate an 8" DISTRICT sanitary sewer (hereinafter referred to as "DISTRICT FACILITIES") from its existing location north of Roosevelt Road and just

north of Forest Lane pavement to the TOWNSHIP right of way located within Forest Lane pavement approximately 10 feet south of its existing location; and

WHEREAS, in order to facilitate ILLINOIS TOLLWAY improvements, it is necessary to relocate an 8" CITY water main (hereinafter referred to as the "CITY FACILITIES") from its existing location north of Roosevelt Road and just north of Forest Lane pavement to TOWNSHIP right of way beneath Forest Lane pavement approximately 10 feet south of its existing location; and

WHEREAS, the ILLINOIS TOLLWAY agrees to relocate the DISTRICT FACILITIES and perform the relocation on its behalf; and

WHEREAS, the ILLINOIS TOLLWAY agrees to relocate the CITY FACILITIES and perform the relocation on its behalf; and

WHEREAS, the TOWNSHIP agrees to allow the DISTRICT FACILITIES and CITY FACILITIES to be relocated in the TOWNSHIP right of way located within Forest Lane pavement provided pavement is returned to its previous condition; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective rights and 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 DISTRICT by virtue of its powers as set forth in the "Sanitary District Act of 1917", Code 70 ILCS 2405 *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", Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the "Illinois Township Code" 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, and all costs related to the relocation of DISTRICT FACILITIES will be the responsibility of the ILLINOIS TOLLWAY.
- B. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. The 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.
- C. The DISTRICT, the CITY, and the TOWNSHIP shall review the plans and specifications for the relocation of FACILITIES presented by the ILLINOIS TOLLWAY within fifteen (15) calendar days of receipt thereof. Approval by the DISTRICT, the CITY, and the TOWNSHIP shall mean they agree with all the specifications in the plans, including alignment and location of the FACILITIES which impact the TOWNSHIP's maintained highways and DISTRICT FACILITIES, and CITY FACILITIES. In the event of disapproval, the DISTRICT, the CITY and/or the TOWNSHIP will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY has made, or will make application for any Illinois Environmental Protection Agency (hereinafter called "IEPA") permits required for the construction and relocation of the DISTRICT's FACILITIES. When issued, the permit will be attached to and made a part of this Agreement by addendum. All work shall be performed in accordance with the requirements of the IEPA permit.
- E. The TOWNSHIP shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any

permit for right of access, temporary use shall not be unreasonably withheld by the TOWNSHIP.

- F. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of the AGREEMENT.
- G. Any and all permits, rights of way, or other property rights necessary for the relocation of the DISTRICT'S FACILITIES shall be obtained prior to completion of construction.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required between the PARTIES for this PROJECT. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.
- B. During the construction of the PROJECT, as it becomes necessary for the ILLINOIS TOLLWAY to enter upon and temporarily use lands owned by the TOWNSHIP, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. At all locations where utilities may be located on TOWNSHIP right of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the TOWNSHIP agrees 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 the TOWNSHIP for any and all out of pocket costs the TOWNSHIP may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the other PARTIES, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the DISTRICT, the CITY, and the TOWNSHIP prior to commencement of work on the PROJECT.
- C. The ILLINOIS TOLLWAY including all appointed officials and employees, and the DISTRICT, its Trustees, Agents, Officers, Employees and Agents shall be named as additional insured on all Liability policies issued by any contractor performing work for this PROJECT.
- D. The ILLINOIS TOLLWAY and its construction contractor and sub-contractors assume responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of injury (including death) or alleged injury, or damage or alleged damage to property sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work on the PROJECT by the ILLINOIS TOLLWAY, its construction contractor, the construction contractor's subcontractors, and their agents, representatives, servants, and employees including losses, expenses, or damages sustained by the DISTRICT, and shall indemnify and hold harmless the DISTRICT, and the agents, servants, and employees of the foregoing, from such losses, expenses, damages, demands and claims, and shall, to the extent permitted by law, defend suit or action brought against them, or any of them, based on such alleged injury or damage, and shall pay damages, costs, and expenses including attorney's fees, in connection therewith or resulting therefrom. "Injury" or "damage," as these words are used in this article shall be construed to include, but not be limited to injury or damage consequent upon the failure or use or misuse by the construction contractor, its subcontractors and their agents, representatives, servants and employees, of any equipment. The ILLINOIS TOLLWAY shall immediately notify the DISTRICT of any injury or alleged injury and of any loss, destruction or damage to property of the DISTRICT, and shall furnish the DISTRICT with a statement concerning such injury, damage or loss in such detail as the DISTRICT may require.
- E. The DISTRICT, the CITY and/or the TOWNSHIP and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DISTRICT's, the CITY's, and/or TOWNSHIP's system. The DISTRICT, the CITY, and/or TOWNSHIP shall assign personnel to perform inspections on behalf of the DISTRICT and/or TOWNSHIP of all work included in the PROJECT that affects the DISTRICT's, the CITY's and/or TOWNSHIP's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- F Upon completion of the relocation of DISTRICT FACILITIES, and CITY FACILITIES, the ILLINOIS TOLLWAY will restore Forest Lane pavement on TOWNSHIP right of way to existing or better condition.
- G. The ILLINOIS TOLLWAY shall give notice to the DISTRICT, the CITY and/or TOWNSHIP upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DISTRICT, the CITY, and/or TOWNSHIP, and the DISTRICT, the CITY, and/or TOWNSHIP shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DISTRICT, the CITY, and/or TOWNSHIP 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 DISTRICT and/or TOWNSHIP. At the request of the DISTRICT, the CITY, and/or TOWNSHIP, 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 DISTRICT's, the CITY's, and/or TOWNSHIP's representative shall give immediate verbal notice of any deficiency to the ILLINOIS TOLLWAY's representative, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DISTRICT, the CITY, and/or TOWNSHIP 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 most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- I. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related design engineering, right of way, construction engineering and construction costs.

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 DISTRICT, the CITY, and/or the TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the TOWNSHIP.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the DISTRICT shall retain maintenance responsibilities for its relocated DISTRICT FACILITIES beneath Forest Lane pavement in their entirety. During construction the contractor shall be responsible for the continued operation of all DISTRICT FACILITIES to be relocated or affected by the PROJECT.
- B. It is understood and agreed by the PARTIES that the CITY shall retain maintenance responsibilities for its relocated CITY FACILITIES beneath Forest Lane pavement in their entirety.
- C. It is understood and agreed by the PARTIES that upon completion of the PROJECT the TOWNSHIP shall retain maintenance responsibilities for Forest Lane pavement in its entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DISTRICT shall continue to maintain all portions of the PROJECT that are not to be relocated by the construction contractor.
- B. During construction, the CITY shall continue to maintain all portions of the PROJECT that are not to be relocated by the construction contractor.
- C. During construction, the TOWNSHIP shall continue to maintain all portions of Forest Lane that are not affected by the construction contractor.
- D. All items of construction which are stipulated in this AGREEMENT to be maintained by the DISTRICT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DISTRICT.

- E. All items of construction which are stipulated in this AGREEMENT to be maintained by the CITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the CITY
- F. All items of construction which are stipulated in this AGREEMENT to be maintained by the TOWNSHIP shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the TOWNSHIP.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Flagg Creek Water Reclamation District, the City of Elmhurst, the Township of York, and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by the DISTRICT, the CITY the TOWNSHIP, or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. Under penalties of perjury, the DISTRICT certifies that its correct Federal Tax Identification number is 36-6001277 and it is doing business as a governmental entity, whose mailing address is Flagg Creek Water Reclamation District, 7001 North Frontage Road, Burr Ridge, Illinois 60527.
- G. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6005866 and it is doing business as a governmental entity, whose mailing address is The City of Elmhurst, 209 North York Street, Elmhurst, Illinois 60126.

- H. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is 36-6006522 and it is doing business as a governmental entity, whose mailing address is York Township, 1502 South Meyers Road, Lombard, Illinois 60148.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY, the DISTRICT, or the TOWNSHIP to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY, the DISTRICT, the CITY, or the TOWNSHIP unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the DISTRICT:

Flagg Creek Water Reclamation
District
7001 North Frontage Road
Burr Ridge, Illinois 60527
Attn: Executive Director

To the CITY :

The City of Elmhurst
209 North York Street
Elmhurst, Illinois 60126
Attn: James Grabowski

To the TOWNSHIP:

York Township Highway Dept.
19W475 Roosevelt Rd.
Lombard, Illinois 60148
Attn: Highway Commissioner

- N. The DISTRICT, the CITY, and TOWNSHIP shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the DISTRICT, the CITY, and the TOWNSHIP for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- O. 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 FLAGG CREEK WATER RECLAMATION DISTRICT

By: _____
Thomas O'Connor
Executive Director

Attest: _____

Date: _____

(Please Print Name)

THE CITY OF ELMHURST

By: _____
James Grabowski
City Manager

Attest: _____

Date: _____

(Please Print Name)

THE TOWNSHIP OF YORK

By: _____
Dick Schroeder
Highway Commissioner

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

IGA 004116_FCWRD_Elmhurst_York Twshp_I-88@York-Roosevelt_08.15.17.Draft

DRAFT

RESOLUTION NO. 21376

Background

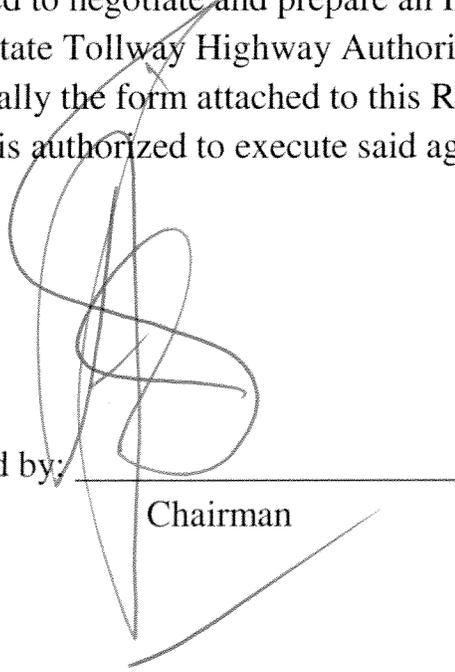
It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Village of Hampshire (the “Village”). The Tollway is constructing a new maintenance facility along I-90 near Village corporate boundaries which requires water and sanitary connections to existing Village utilities.

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 Village of Hampshire in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

A large, handwritten signature in black ink is written over the signature line. The signature is highly stylized and appears to be a cursive representation of the name of the Chairman.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF HAMPSHIRE
AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR WATER SUPPLY AND SANITARY SEWER SERVICES**

THIS AGREEMENT, made this ____ day of _____, 2017 by and between the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515 ("ISTHA"), and the Village of Hampshire, an Illinois Municipal Corporation, 234 South State Street, PO Box 457, Hampshire, Illinois 60140 (the "Village").

WHEREAS, ISTHA owns and operates a maintenance facility located at the on/off ramp from I-90 to U.S. Highway 20, referred to as M-6 Maintenance Facility, Jane Addams Memorial Tollway (I-90) / Milepost 41.4 (the "Subject Property"); and

WHEREAS, said facility is located outside of but adjacent to the corporate boundaries of the Village; and

WHEREAS, ISTHA is in the process of renovating and expanding said maintenance facility, including the addition of a truck wash facility at said location; and

WHEREAS, the Village owns and operates a combined waterworks and sewerage facility and is willing and able to supply potable water and to provide sanitary sewer conveyance and treatment services to the ISTHA facility; and

WHEREAS, operation of the Village's water and sanitary sewer services is governed by the provisions of the Hampshire Municipal Code, Chapter 8, which regulations allow the Village to extend water and/or sewer lines beyond the boundaries of the Village upon approval of a 2/3 majority vote of the Board of Trustees, §8-1-2(A)(2); and

WHEREAS, the Village Code provides that the Village may provide water service to customers located outside of the Village boundaries, subject to the terms and provisions of a written agreement by and between the parties, §8-1-6; and

WHEREAS, the Village Code provides that the Village may provide sanitary sewer service to customers located outside of the Village boundaries, subject to the terms and provisions of a written agreement by and between the parties, §8-1-7; and

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

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

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

WHEREAS, ISTHA and the Village desire to commit to writing their agreement for such services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The Village shall supply potable water supply, and shall provide sanitary sewer services, to the Subject Property after execution of this Agreement.

2. ISTHA shall connect to Village water mains and wastewater conveyance system in accordance with the plans and specifications prepared by K Plus Engineering, [*insert date of last revision*], and showing such improvements, attached hereto and incorporated herein as Exhibit "A."

3. In accordance with the Hampshire Municipal Code, Sec. 8-1-3(C)(1), and considering its plan to install three water meters, to wit: two 4" meters and one 6" meter, and its estimated water usage, ISTHA shall pay to the Village a water connection fee equal to \$36,290.00.

4. ISTHA shall after such connection and in accordance with the Hampshire Municipal Code, Sec. 8-1-6 pay for such water supply at the rate of 1.50 times the current rate charged from time to time to residents of the Village; the amount to be paid by ISTHA as of July 1, 2017 will be \$7.13 per thousand gallons of water supplied to the Subject Property.

5. The water meters described in Section 3 above, together with a meter transceiver unit ("MXU") for remote meter reading shall be acquired from the Village and installed by ISTHA at its expense.

6. The Village shall perform water pressure testing on a routine basis as needed, or as required and provide results of each test in writing to ISTHA.

7. The Village shall consistently maintain water pressure at the Subject Property that meets or exceeds ISTHA operational requirements. If water pressure and/or water volume at the Subject Facility is found to be inadequate, the Village shall correct any deficiency at its expense.

8. In accordance with the Hampshire Municipal Code, Sec. 8-1-3(C)(2), and considering its estimated water usage on the Subject Property, ISTHA shall pay to the Village a sewer connection fee equal to \$72,580.00.

9. ISTHA shall after such connection and in accordance with the Hampshire Municipal Code, Sec. 8-1-7 pay for such wastewater conveyance and treatment services at the rate of 1.50 times the current rate charged from time to time to residents of the Village; the amount to be paid by ISTHA as of July 1, 2017 will be \$8.90 per thousand gallons of water supplied to the premises.

10. ISTHA shall after such connection and in accordance with the Hampshire Municipal Code, Sec. 8-1-9(c) in addition to the rate(s) charged for water usage and sanitary sewer conveyance and treatment pay the following customary charges to water and sewer customers of the Village, currently billed to such customers on a bi-monthly basis:

a) a charge for capital improvements and depreciation in the combined waterworks and sewerage system of the Village at the rate charged from time to time to residents of the Village; the amount as of July 1, 2017 will be \$10.00 per month.

b) a billing charge at the rate charged from time to time to residents of the Village; the amount as of July 1, 2017 will be \$1.00 per billing period.

11. Discharge by ISTHA into the Village's sanitary sewer conveyance and treatment system shall not exceed 115 gallons per minute ("gpm"); and the Village shall allocate such maximum amount of discharge to its wastewater conveyance and treatment system.

12. ISTHA shall at its expense install appropriate reduced pressure zone (RPZ) backflow prevention device or devices, as shown on the architect drawings for the building prepared by Epstein Architects, dated 1/20/2017 (Contract No RR-16-4285), and meeting the requirements of the Village Code, Chapter 8: Water and Sewer Regulations.

13. ISTHA shall be responsible from time to time to maintain, repair and/or replace all water lines and sewer lines extending from the point of connection to the Village main to the building(s) on the Subject Property.

14. ISTHA shall comply with the requirements of Chapter 8 of the Hampshire Municipal Code relating to sewer and water service, including but not limited to the requirements for industrial wastewater pre-treatment, Section 8-4-1 et seq., as applicable.

15. The Village will issue periodic billing statements to ISTHA for such services, and ISTHA will pay for such services as billed and in accordance with the Village's billing practices as described in the Hampshire Municipal Code, Chapter 8.

16. ISTHA shall reimburse the Village for professional fees incurred by the Village in regard to the provision of such water supply and sanitary sewer service. The Village shall send an invoice or invoices to ISTHA itemizing the services rendered; and ISTHA shall remit payment to the Village in accordance with the Illinois Governmental Prompt Payment Act.

17. Any notices to be given to the parties in regard to this Agreement shall be delivered as follows:

To the Village Village of Hampshire
 Attn: Village Clerk
 234 S. State Street
 P.O. Box 457
 Hampshire, Illinois 60140-0457

Copy to: Mark Schuster
 Bazos, Freeman, Schuster & Braithwaite, LLC
 1250 Larkin Avenue #100
 Elgin, Illinois 60123

To ISTHA: Illinois State Toll Highway Authority
 2700 Ogden Avenue
 Downers Grove, IL 60515
 Attn: Chief Engineering Officer

18. The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

19. This Agreement shall inure to the benefit of and shall be binding upon each of the parties and their respective successors and permitted assigns, and it is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

20. This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

21. This Agreement constitutes the entire agreement between the parties, and all prior discussions and negotiations relating to the subject(s) of this Agreement are merged herein.

22. This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

23. The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

24. This Agreement shall be governed by the laws of the State of Illinois.

25. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever.

26. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part herein.

27. Nothing contained in this Agreement, nor any act of the Village or ISTHA shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Agency.

28. Each party warrants to the other that each of the person(s) executing this Agreement on its behalf has been duly authorized to execute and deliver this Agreement.

29. No officer, member, official, employee or agent of either of the Parties shall be individually or personally liable in connection with this Agreement.

30. This Agreement may be executed in counterparts, each of which shall be deemed an original.

EXECUTED AND DELIVERED the day and year first above written at Hampshire, Kane County, Illinois.

VILLAGE OF HAMPSHIRE

By: _____
Village President

Attest:

By: _____
Village Clerk

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Approved as to Form and Constitutionality

By: _____
Robert T. Lane
Senior Assistant Attorney General

DRAFT

RESOLUTION NO. 21377

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution Nos. 19745, approved July 26, 2012, and 20422 approved July 24, 2014 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 select, from that previously authorized group, certain firms to be utilized for the next planned 2017-18 refunding of all or a portion of the Series 2007A, 2008A and 2009A Bond transaction(s) the Tollway is contemplating, and to perform legal services in connection with such transaction(s) and the Tollway's capital financing program.

Resolution

The Acting General Counsel is authorized to retain the firm of Katten Muchin LLP as Bond Counsel, and the firm of Polsinelli, P.C. as Issuer's Counsel to provide the services described herein to assist the Tollway in the issuance of bonds and other financial matters consistent with the terms presented to the Board. Further, the Tollway is authorized to make the recommendation of the firm Foley & Lardner to serve as Underwriter's Counsel for the same transaction(s).

The fee arrangements exclusive of reasonable and necessary costs for the next financing transaction(s) remain as follows:

RESOLUTION NO. 21377

Resolution - Continued

Bond Counsel Fee: Not to exceed the following:

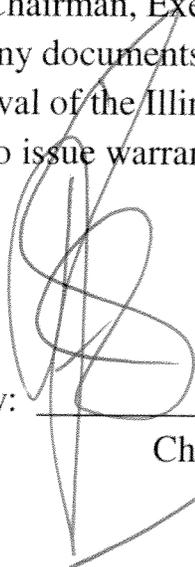
<i>Minimum</i>	<i>\$50,000</i>	<i>Maximum</i>	<i>\$180,000</i>
	<i><u>\$ per \$1K par</u></i>	<i><u>Increment</u></i>	<i><u>Cumulative</u></i>
<i>Up to \$100M</i>	<i>\$0.60</i>	<i>\$60,000</i>	<i>\$60,000</i>
<i>\$100-\$200M</i>	<i>\$0.40</i>	<i>\$40,000</i>	<i>\$100,000</i>
<i>\$200-\$300M</i>	<i>\$0.15</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: not to exceed 50% of the Bond Counsel Fee.
UNDERWRITER COUNSEL FEE: not to exceed 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 Chairman, Executive Director, or Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21378

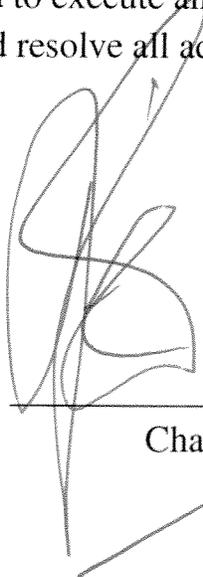
Background

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.

Approved by:



Chairman