

RESOLUTION NO. 21413

Background

The Illinois State Toll Highway Authority (the "Tollway") had previously issued a Tollway Request for Proposal No. 13-0118 to procure Cyber Liability Insurance Program Services. On March 27, 2014, the Board approved resolution number 20284 which provided for the engagement of Mesirow Insurance Services, Inc. ("Mesirow") to provide Insurance Broker Services for the purpose of obtaining competitive proposals for a cyber liability insurance program. The services approved were for the period of May 1, 2014 through July 31, 2019 for an upper limit of compensation not to exceed \$39,000.00.

The Insurance Broker, Mesirow, obtained quotes from insurance carriers for cyber liability coverages. Based on the recommendation of Mesirow the proposal from Beazley Insurance Company is recommended for a one-year period commencing January 1, 2018 through January 1, 2019.

The Cyber Liability Insurance policy coverage will include Security and Privacy Liability, Breach Response Services, Cyber Extortion, Network Business Interruption and other related coverage. The base aggregate limit is \$10,000,000.00 subject to the retention of \$500,000.00. The notification expense coverage will be up to two million individuals subject to the retention of 250 individuals.

Resolution

The proposal from Beazley Insurance Company is accepted for a one-year period commencing January 1, 2018 through January 1, 2019 for the annual premium amount of \$130,641.34 which includes 3.7% surplus lines taxes/fees.

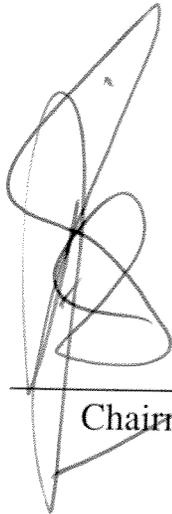
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RESOLUTION NO. 21413

Resolution - Continued

The Chairman or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of coverage for and on behalf of the Tollway, subject to the approval of the Acting General Counsel, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21414

Background

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

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

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-1a Bonds among the Tollway, the Trustee and JPMorgan Chase Bank, National Association (the "Liquidity Provider"), the Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain 2008A-1a Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 2, 2018 (the "2008A-1a Stated Expiration Date").

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-2 Bonds among the Tollway, the Trustee and the Liquidity Provider, the Liquidity Provider is providing, subject to certain terms and conditions, for the payment of the purchase price of certain

RESOLUTION NO. 21414

Background - Continued

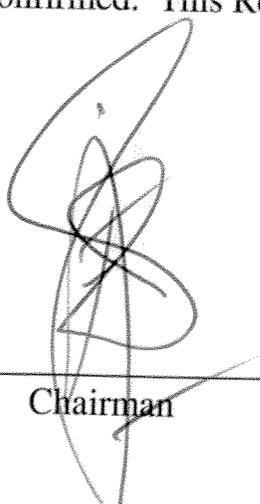
2008A-2 Bonds, as described in the Amended and Restated Tenth Supplemental Indenture, until February 2, 2018 (the "2008A-2 Stated Expiration Date").

Resolution

The Chairman, Executive Director, Chief Financial Officer and Acting General Counsel of the Tollway (each, an "Authorized Officer") are each hereby authorized and directed to do all such acts and things and to execute and deliver all such documents, agreements and certificates and perform such other acts as may be deemed necessary or desirable to effectuate extensions of each of the 2008A-1a Stated Expiration Date and 2008A-2 Stated Expiration Date from February 2, 2018 to a date not exceeding February 2, 2023, provided that the per annum commitment fee applicable to any such extension does not exceed 59 basis points. The Tollway is authorized to reimburse the Liquidity Provider and the bond insurer for related legal expenses.

All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed. This Resolution is effective immediately upon its adoption.

Approved by: _____
Chairman



RESOLUTION NO. 21416

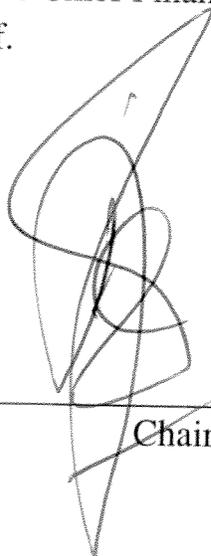
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Office Supplies through the Central Management Services ("CMS") master contract with Logsdon Stationers, Inc. (d.b.a. Logsdon Office Supply) (Tollway Contract No. 16-0147) for an upper limit of compensation not to exceed \$300,000.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Office Supplies from Logsdon Stationers, Inc. (d.b.a. Logsdon Office Supply) is approved in an amount not to exceed \$300,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21417

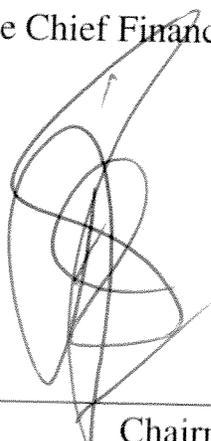
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Maintenance, Repair, and Operations Catalog Products through the Central Management Services ("CMS") master contract with W.W. Grainger, Inc. (Tollway Contract No. 15-0091). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 15-0091 by an amount of \$800,000.00 for the purchase of additional Maintenance, Repair, and Operations Catalog Products. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 15-0091 for the purchase of additional Maintenance, Repair, and Operations Catalog Products from W.W. Grainger, Inc. is approved in an amount not to exceed \$800,000.00 (increase from \$1,200,000.00 to \$2,000,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

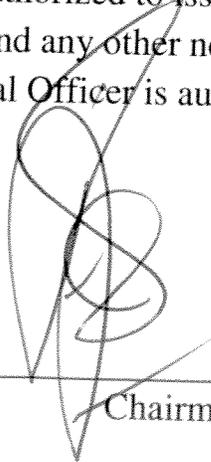
RESOLUTION NO. 21415

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring continued Toll Revenue Management and Maintenance Program Services as a Sole Source Contract (No. 17-0190) with Electronic Transaction Consultants Corporation for an upper limit of compensation not to exceed \$24,500,000.00. This vendor provides critical toll collection services through in-lane technology and associated support and maintenance. The Tollway is authorized to procure these goods and/or services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to Electronic Transaction Consultants Corporation and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

The sole source quote from Electronic Transaction Consultants Corporation for the purchase of continued Toll Revenue Management and Maintenance Program Services is accepted. Contract No. 17-0190 is approved in an amount not to exceed \$24,500,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21418

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4334 for Bioswale Improvements, on the Jane Addams Memorial Tollway (I-90) from Milepost 53.8 (Elgin Plaza 9) to Milepost 68.3 (IL Route 53). The lowest responsible bidder on Contract No. I-17-4334 is Cardinal State, LLC in the amount of \$647,739.50.

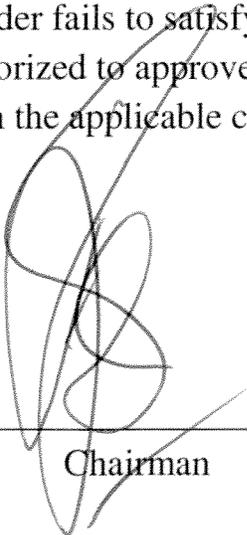
Resolution

Contract No. I-17-4334 is awarded to Cardinal State, LLC in the amount of \$647,739.50, 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. 21419

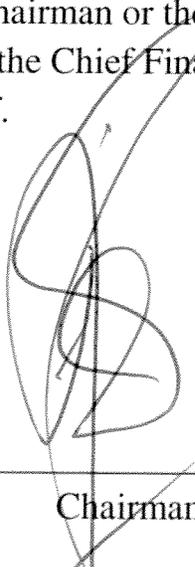
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Roadway Reconstruction, Widening and Bridge Rehabilitation, on the Tri-State Tollway (I-294) from Milepost 36.2 (Wolf Road) to Milepost 37.8 (O'Hare Oasis), on Contract No. I-17-4302. V3 Companies of Illinois, Ltd./Michael Baker International, Inc., has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,600,000.00. 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 V3 Companies of Illinois, Ltd./Michael Baker International, Inc., to obtain Design Services, for Contract No. I-17-4302 with an upper limit of compensation not to exceed \$10,600,000.00, 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. 21420

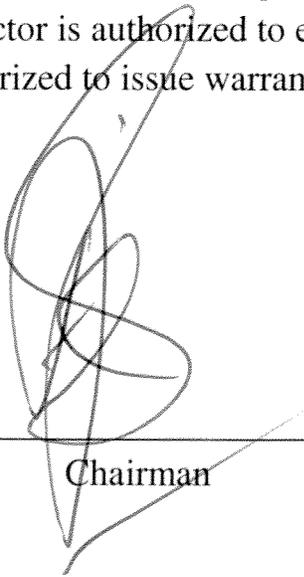
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Advanced Intelligent Transportation System (ITS) Assets Relocation, on the Tri-State Tollway (I-294) from Milepost 17.8 (95th Street) to Milepost 40.0 (Balmoral Avenue), on Contract No. I-17-4307. Delta Engineering Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,522,500.00. 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 Delta Engineering Group, LLC, to obtain Design Services, for Contract No. I-17-4307 with an upper limit of compensation not to exceed \$2,522,500.00, 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. 21421

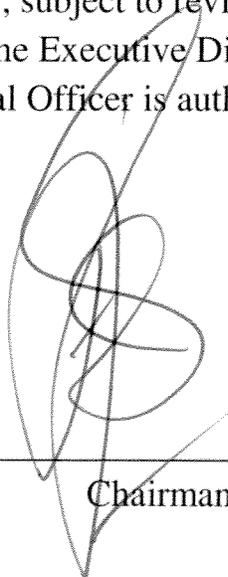
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Roadway and Bridge Rehabilitation, on the Reagan Memorial Tollway (I-88) from Milepost 76.1 (IL 251) to Milepost 91.4 (Annie Glidden Road), on Contract No. RR-16-4253. DB Sterlin Consultants, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,272,025.43. 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 DB Sterlin Consultants, Inc., to obtain Construction Management Services, for Contract No. RR-16-4253 with an upper limit of compensation not to exceed \$5,272,025.43, 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. 21422

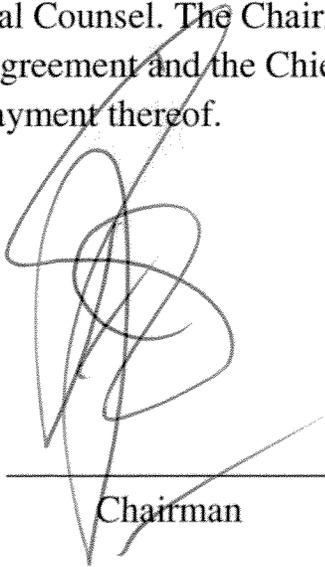
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Roadway and Bridge Rehabilitation, on the Reagan Memorial Tollway (I-88) Milepost 91.4 (Annie Glidden Road) to Milepost 113.3 (IL 56), on Contract No. RR-16-4254. d'Escoto, Inc./Burns & McDonnell Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$8,899,529.59. 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 d'Escoto, Inc./Burns & McDonnell Engineering, Inc., to obtain Construction Management Services, for Contract No. RR-16-4254 with an upper limit of compensation not to exceed \$8,899,529.59, 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. 21423

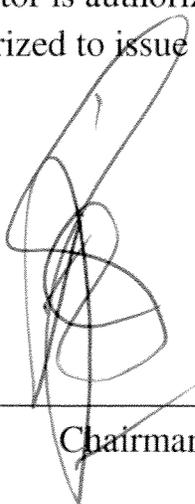
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Milepost 123.4 (IL Route 59) to Milepost 126.9 (East of Washington Street), and various locations on the Veterans Memorial Tollway on Contract No. RR-17-4312. Fuhrmann Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$930,000.00. 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 Fuhrmann Engineering, Inc., to obtain Design Services, for Contract No. RR-17-4312 with an upper limit of compensation not to exceed \$930,000.00, 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. 21424

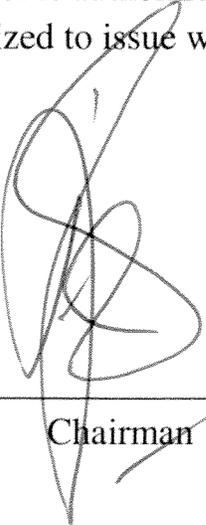
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Pavement and Structural Preservation and Rehabilitation, on the Tri-State Tollway (I-294) from Milepost 40.0 (Balmoral Ave) to Milepost 52.9 (Lake Cook Road), on Contract No. RR-17-4314. Harry O. Hefter Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,515,679.00. 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 Harry O. Hefter Associates, Inc., to obtain Design Services, for Contract No. RR-17-4314 with an upper limit of compensation not to exceed \$2,515,679.00, 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. 21425

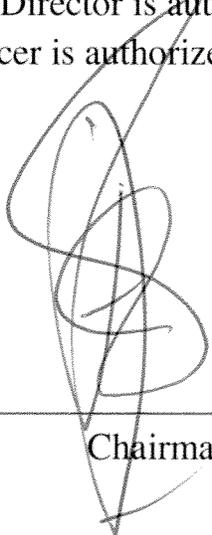
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Program Management Office and Technical/Administrative Services, Systemwide, on Contract No. I-17-4093. HNTB Corporation has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$205,600,000.00. 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 HNTB Corporation, to obtain Program Management Services, for Contract No. I-17-4093 with an upper limit of compensation not to exceed \$205,600,000.00, 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. 21426

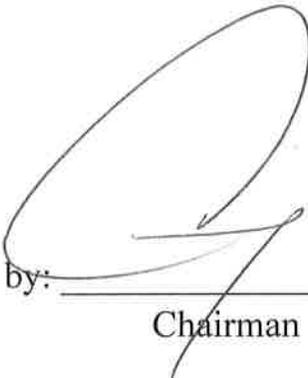
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Corridor Manager and Owner's (Tollway) Representative Services, on the Central Tri-State Tollway (I-294), on Contract No. I-17-4326. Omega & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$157,000,000.00. 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 Omega & Associates, Inc., to obtain Construction Management Services, for Contract I-17-4326 with an upper limit of compensation not to exceed \$157,000,000.00, 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 Pro tem

RESOLUTION NO. 21427

Background

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

WHEREAS, the Tollway is committed to continue to be an industry leader in sustainability, environmental leadership, and stewardship; and

WHEREAS, the Tollway recognizes the increased overall value to the Tollway and the region that a healthy and expanded tree canopy will provide; including improved air and water quality, reduced flooding, creation of habitats and visual enhancements; and

WHEREAS, the Tollway has proclaimed its support for the mission of the Chicago Region Trees Initiative (“CRTI”), and respectfully accepted the invitation to join CRTI as a CRTI Partner by passing Resolution No. 21056 on June 21, 2016; and

WHEREAS, the Tollway, in conjunction with CTRI and the Center for Tree Science (“CTS”) at the Morton Arboretum, has developed a system-wide Landscape Masterplan (“LMP”) which establishes the goal of creating, expanding, and maintaining a healthy urban forest throughout the Tollway system by planting 58,000 trees on Tollway property in the next three years; and

WHEREAS, the Tollway, in coordination with The Morton Arboretum (“Arboretum”) and as part of the LMP, has developed new planting approaches and improved and extended term maintenance programs to ensure the long term viability of trees and shrubs planted, in effort to attain the LMP’s goal; and

WHEREAS, these coordination efforts have additionally lead to the development of Arboretum research test plots within Tollway right-of-way which are intended to provide data on planting and maintenance approaches along roadways for use on the Illinois Tollway system and other roadway systems throughout the world.

RESOLUTION NO. 21427

Resolution

NOW, THEREFORE, BE IT RESOLVED by the Illinois State Toll Highway Authority as follows:

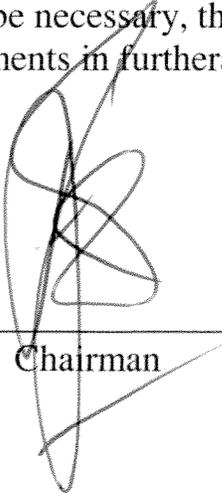
The Tollway, hereby proclaims its further effort to support and demonstrate its commitment to environmental stewardship through the adoption of the LMP as attached hereto; and

In furtherance of the goal established in the LMP, the Tollway commits to the objective of planting 58,000 trees on Tollway property for the purpose of increasing the region's tree canopy coverage; and

The Tollway hereby commits to adopting the modified planting and maintenance approaches from the LMP as Tollway standards, in addition to incorporating lessons learned in the future from the Arboretum's research obtained from this project.

The implementation of the LMP is approved and staff is directed to implement the LMP. Staff is also directed to review and consider whether the development of nursery facilities on Tollway property for Tollway purposes is feasible. As may be necessary, the Chairman is authorized to execute the appropriate documents in furtherance of the LMP.

Approved by: _____


Chairman

RESOLUTION NO. 21428
AMENDING RESOLUTION NO. 21408

Background

Resolutions 19584 and 21069 authorized acquisition of needed parcels and expenditures up to \$6,900,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21346, as preceded by Resolutions 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21408 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21408, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$6,900,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

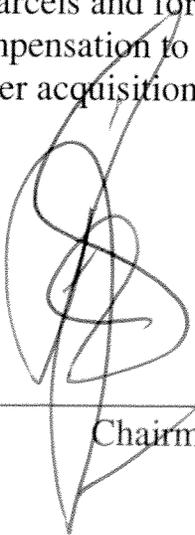
RESOLUTION NO. 21428
AMENDING RESOLUTION NO. 21408

Resolution – Continued

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

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$6,900,000.00.

Approved by:



Chairman

11/29/17

6.4/11

RESOLUTION NO. 21428
AMENDING RESOLUTION NO. 21408

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-06-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook

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

TW-7-16-901	PART OF GARNET DRIVE (FORMERLY INLAND DRIVE) IN J.L.W. I.C.C. INDUSTRIAL CENTER, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30 AND THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
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ADDED IDENTIFIED PARCELS

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-300-047, 18-28-500-004 18-28-200-028, 18-28-200-033	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook

RESOLUTION NO. 21429
AMENDING RESOLUTION NO. 21305

Background

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 21305, as preceded by Resolutions 21209, 21171, 21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 21305 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21305, identifies additional parcels and satisfies this requirement.

Resolution

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

RESOLUTION NO. 21429
AMENDING RESOLUTION NO. 21305

Resolution – Continued

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

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

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

11/29/17

6.4/12

RESOLUTION NO. 21429
AMENDING RESOLUTION NO. 21305

Resolution – Continued

the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke extending downwards.

Chairman

11/29/17

6.4/12

RESOLUTION NO. 21429
AMENDING RESOLUTION NO. 21305

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-051

08-24-302-023

NW-7A-12-055

08-26-201-027

NW-7A-12-058

08-26-201-009

NW-7A-12-059

08-26-201-008

NW-7A-12-060

08-26-201-006 & 08-26-201-007

NW-7A-12-064

08-23-402-009

NW-7A-12-900

That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11

NW-7A-12-005

08-25-102-011, 08-25-102-016
08-25-102-018, 08-25-103-005

NW-7A-12-033

08-26-201-031

NW-7A-12-025

08-26-200-016, 08-26-200-017, 08-26-201-023

NW-7A-12-032

08-26-201-015 & 08-26-201-025

NW-7A-12-071

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

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

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook
NW-7A-12-103	08-36-102-027	Cook

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-3D-12-054	08-36-201-011	Cook
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook
WA-1D-12-062	12-19-100-035, 12-19-100-001	Cook
TW-7-12-031	12-30-100-016-6001, 12-30-100-016-6002	Cook
WA-1D-12-001	12-19-500-006, 12-19-500-008	Cook
WA-1D-12-074	12-19-500-004, 12-18-500-006	Cook
WA-1D-12-081	12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044	Cook
WA-1D-12-092	03-13-510-001	DuPage
WA-2D-12-184	03-12-505-004, 03-01-505-004, 03-12-510-001	DuPage
WA-2D-12-216	03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010	DuPage
WA-2D-12-218	03-01-504-001 08-36-500-021	DuPage Cook
WA-3D-12-002	08-36-300-007	Cook
WA-1D-12-022	03-24-201-013, 03-24-201-014	DuPage
WA-1D-15-001	12-19-100-036	Cook
WA-2D-12-195	03-01-509-001, 03-01-509-002, 03-01-100-003	DuPage
WA-3D-12-003	08-36-300-009, 08-36-300-012, 08-36-300-013	Cook
WA-3D-12-006	08-36-300-010	Cook
WA-3D-16-001	09-31-100-004	Cook

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED		
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-023	03-24-201-019	DuPage
WA-1D-12-024	03-24-201-020	DuPage
WA-1D-12-025	03-24-201-006, 03-24-201-015	DuPage
WA-1D-12-027	12-19-100-066	Cook
WA-1D-12-028	12-19-100-065	Cook
WA-1D-12-029	12-19-100-084	Cook
WA-1D-12-030	12-19-100-083	Cook
WA-1D-12-032	12-19-100-096	Cook
WA-1D-12-033	12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006	Cook
WA-1D-12-034	12-19-100-038	Cook
WA-1D-12-035	12-19-100-019	Cook
WA-1D-12-037	12-19-100-026	Cook
WA-1D-12-109	12-19-100-078	Cook
WA-1D-12-038	12-19-100-028	Cook
WA-3D-12-011	08-36-102-046, 08-300-011	Cook
WA-3D-16-900	THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD	Cook
WA-3D-12-900	08-36-102-045	Cook
EO-1B-15-001	03-09-100-019, 03-34-302-012	DuPage
NW-7A-16-001	08-35-202-045	Cook
WA-2D-16-001	03-01-100-003	DuPage
WA-3D-12-008	08-36-102-010, 08-36-102-011,	Cook
WA-1D-15-002	12-19-400-148, 12-19-400-149	Cook

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

WA-2D-16-005	03-11-404-004, 03-11-404-022, 03-11-404-025	DuPage
WA-3D-12-012	08-36-101-012 08-36-102-012, 08-36-102-04	Cook

Elgin O'Hare Western Access ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-938	THAT PART OF THE NORTH 50 FEET OF LOTS 23 AND 24 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 14, RECORDED JULY 15, 1946 AS DOCUMENT NUMBER 502063; PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage

RESOLUTION NO. 21430

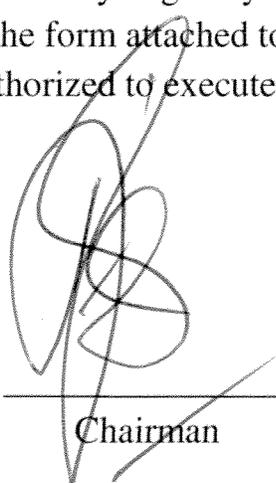
Background

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 Oak Brook ("Village") in connection with the improvements to the Reagan Memorial Tollway (I-88) from York Road to west of I-290, ("Project") including the reconstruction of the York Road Bridge over I-88. The Village requests the Tollway widen the York Road Bridge over I-88. The Tollway agrees to perform the requested improvements as part of the Project subject to reimbursement from the Village to the Tollway. The estimated cost of the requested improvements is \$2,178,343. The Village agrees to reimburse the Tollway for actual costs of the requested improvements. The agreement also sets forth associated maintenance responsibilities among the parties.

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 Oak Brook 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 OAKBROOK**

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Ronald Reagan Memorial ILLINOIS TOLLWAY (I-88) (hereinafter sometimes referred to as "Toll Highway") from York Road to west of I-290, and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract RR-13-4116 (hereinafter referred to as the "PROJECT") by making the following improvements (as shown on the approved plans):

Full reconstruction of the I-88 pavement; improvements to exit and entrance ramp tapers at the I-294/I-88 Ramps E and F and reconstruction of these ramps; addition of a West bound auxiliary lane; replacement of the raised and depressed medians along I-88 east of Roosevelt Road to I-290; rehabilitation and widening of the I-88 bridges over Roosevelt Road, Bridge Numbers 215 and 216; replacement of the York Road bridge over I-88, Bridge Number 281; replacement of the existing drainage system; addition of roadway lighting; signage and pavement marking improvements; addition of ITS elements; addition of noise barriers; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the reconstruction of the deck on the York Road bridge over I-88, Bridge Number 281, and that the bridge be widened from the current 64'-4" to 67'-2" , depicted in "EXHIBIT A" attached hereto; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to reconstruct and widen Bridge Number 281 from the current 64'-4" to 67'-2" upon reimbursement from the VILLAGE; and

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

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

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

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 et seq. and the Highway Code 605 ILCS 5/6-101 et seq. is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated. The limits of ILLINOIS TOLLWAY work will terminate at a point where the proposed York Road profile matches existing grade and the widened roadway section tapers to meet the existing conditions. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the VILLAGE for its review and comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

B. The VILLAGE shall review the plans and specifications which impact its maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in

writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

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

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE 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 and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS

TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT

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

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

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction engineering shall be computed as 10% of actual construction costs and mobilization shall be 6% of actual final construction costs (Exhibit B).
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$1,800,284 for construction costs, \$90,014 (5% of construction costs) for preliminary and design engineering, \$180,028 (10% of construction costs) for construction engineering and \$108,017 (6% of construction costs) for mobilization, for a total estimated cost of \$2,178,343.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- E. The VILLAGE and the ILLINOIS TOLLWAY agree to the following payment terms: 35% due at Notice to Proceed, 35% due at the completion of construction, and 30% due one (1) year after the construction is completed.

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

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-88 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the roadway lighting, traffic signals, combination lighting, pedestrian signals along York Road.
- C. The VILLAGE agrees to maintain, or cause to maintain, York Road, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J, above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
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Type 2	York Road
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Type 2 – VILLAGE Roadway over ILLINOIS TOLLWAY Right of Way

- E. The VILLAGE has all maintenance responsibility as to the following:
 - 1. All VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - 2. The following portions of the grade elevation structure:
 - a. The wearing surface;

- b. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - c. Drainage facilities above structural beams and girders;
 - d. All lighting except underpass;
 - e. All VILLAGE signals and signs;
 - f. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - g. All drainage facilities carrying exclusively VILLAGE drainage.
- F. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
- 1. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - 3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - 4. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - 5. All underpass lighting.
- G. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
- 1. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - a. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the VILLAGE highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the VILLAGE's through traffic lanes;

- b. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with VILLAGE highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside VILLAGE highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the VILLAGE's pavement;
 - c. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the ILLINOIS TOLLWAY shall maintain all ramp bridge structures;
 - d. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the VILLAGE as set forth above;
 - e. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 - f. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.
- H. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- a. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - b. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);

- I. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the VILLAGE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the VILLAGE.
- J. In the event the VILLAGE must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the VILLAGE, shall assist in the coordination of any required lane closures on I-88 to perform such maintenance work.
- K. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- L. Signalization and pavement markings at the interchange, if any, will be under the control of the VILLAGE. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The VILLAGE consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- E. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the VILLAGE and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The VILLAGE shall retain jurisdiction of York Road traversed or affected by I-88 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between 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 on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

- G. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's requested work, or a dispute concerning the plans and specifications for the VILLAGE's requested work, 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 on the resolution of the dispute concerning the VILLAGE's requested work, the decision of the VILLAGE's Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- I. 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.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. 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.
- N. 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.

O. The VILLAGE 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 VILLAGE for a period of three (3) 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.

P. 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 VILLAGE:

The Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523
Attn: Village Engineer

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

(This space intentionally left blank)

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

THE VILLAGE OF OAKBROOK

By: _____
Gopal Lalimalani,
President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov,
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

IGA_Village of Oakbrook_York Rd to West of I-290.sef.7.8.16.jm.09.21.17

RESOLUTION NO. 21431

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Lemont Park District ("Park District") in connection with the sale of parcels NS-702-011.2EX and NS-702-012.3EX. They are situated along the west side of Veterans Memorial Tollway (I-355) south of 127th Street in Lemont. The Lemont Park District has expressed interest in purchasing the parcels for public use.

Pursuant to the Illinois Tollway's Excess Real Property Declaration and Disposal Policy, the Illinois Tollway has determined these parcels will not be necessary for future Toll Highway maintenance, operations or future construction and are considered excess. The Lemont Park District agrees to pay the appraised value of \$200,000 for the 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 Lemont Park District 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 LEMONT PARK DISTRICT**

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 "LEMONT PARK DISTRICT", hereinafter referred to as "PARK DISTRICT", 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, has improved the Veterans Memorial Tollway (I-355) (hereinafter sometimes referred to as the "Toll Highway"), and included in ILLINOIS TOLLWAY multiple construction contract(s) (hereinafter referred to as the "PROJECT"); and

WHEREAS, ILLINOIS TOLLWAY parcel numbers NS-702-011.2EX and NS-702-012.3EX (hereinafter referred to as the "PARCELS") are located on the west side of I-355 and south of 127th Street (Exhibit "A"); and

WHEREAS, it is not anticipated that the PARCEL will be required for Toll Highway maintenance, operations or future construction improvements and therefore is considered excess to the needs of the ILLINOIS TOLLWAY; and

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY transfer the PARCEL to the PARK DISTRICT for public use; and

WHEREAS, an appraisal of the PARCEL (the "Appraisal") was prepared by a licensed appraiser and it was determined that the value of the PARCEL would be set at \$200,000.00; and

WHEREAS, this instrument shall be known as Number #002017-15 for ILLINOIS TOLLWAY recording purposes; 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 PARK DISTRICT by virtue of its powers as set forth in the Park District Code 50 ILCS 605/0.001 *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. TRANSFER OF OBLIGATIONS

- A. The PARK DISTRICT agrees to accept conveyance from the ILLINOIS TOLLWAY of the PARCEL listed and described on the attached Exhibit.
- B. The PARCEL is now owned by the ILLINOIS TOLLWAY and has the following PARCEL number as identified on the Exhibit as provided herein: NS-702-011.2EX and NS-702-012.3EX
- C. The PARTIES agree to cooperate in preparing any documents as may be necessary and convenient to complete the conveyance of the PARCEL.

II. CONSIDERATION

- A. The PARTIES mutually agree that this conveyance is based upon the appraised value of the PARCEL at \$200,000.00 which will be paid by the PARK DISTRICT to the ILLINOIS TOLLWAY; and the PARK DISTRICT agrees to assume and accept the responsibilities and duties associated with the ownership of the PARCEL including but not limited to maintenance.

III. CONVEYANCE OF THE PARCEL

- A. The PARK DISTRICT agrees to accept conveyance of the PARCEL from the ILLINOIS TOLLWAY via a Quit Claim Deed.
- B. The ILLINOIS TOLLWAY shall convey the PARCEL to the PARK DISTRICT, provided, however, that:
 - 1. It is understood that the aforementioned PARCEL was acquired and is being conveyed for public use, and that upon conveyance of any portion of any of the PARCEL to a private party within ten (10) years of the date of this Agreement, the PARK DISTRICT shall reimburse the ILLINOIS TOLLWAY for any portion

of the sale proceeds in excess of the amount originally paid for the PARCEL to the ILLINOIS TOLLWAY pursuant to the Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015; and

2. In the event any portion of the PROPERTY is required in the future for Toll Highway improvements, the PARK DISTRICT will re-convey the required portion of the PARCEL to the ILLINOIS TOLLWAY upon demand and at fair market value.
3. In the event any portion of the PROPERTY is conveyed, sold or vacated, the PARK DISTRICT will provide the ILLINOIS TOLLWAY with advance written notice.
4. The Quit Claim deed from the ILLINOIS TOLLWAY to the PARK DISTRICT shall contain the following covenant: "Pursuant to Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015, the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of the Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system."

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the PARK DISTRICT 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 and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. In the event of a dispute between the PARK DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the President of the Board of Commissioners for the PARK DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the PROPERTY, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit, the terms included in this document shall control.

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

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

THE LEMONT PARK DISTRICT

By: _____
Brian Pepich
Board President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

NOTE REGARDING SCRIVENER'S ERROR IN RESOLUTION NO. 21432

Due to a scrivener's error, the reference to

"...2017-18 refunding of all or a portion of the Series 2007A, 2008A and 2009A Bond transaction(s)..."

in the Background section of Resolution No. 21432 dated November 29, 2017 should have been, and should be deemed to be, a reference to

"...2018 new money bond transaction(s)...".

The reference to refunding was an inadvertent holdover from a prior, September 28, 2017 resolution which authorized assignment of counsels for such refunding transaction(s).



Secretary

RESOLUTION NO. 21432

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 Mayer Brown LLP as Bond Counsel, and the firm of Pugh Jones & Johnson, 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 Burke Burns & Pinelli, Ltd. 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. 21432

Resolution - Continued

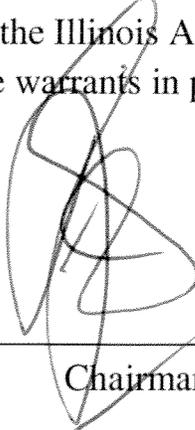
Bond Counsel Fee: Not to exceed the following:

<i>Minimum</i>	<i>\$50,000</i>	<i>Maximum</i>	<i>\$180,000</i>
	<u>\$ per \$1K par</u>	<u>Increment</u>	<u>Cumulative</u>
<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. 21433

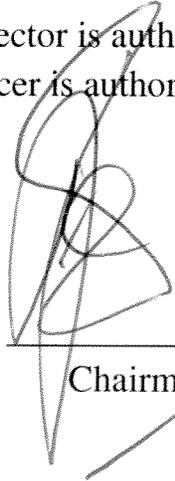
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into a Collective Bargaining Agreement with the Metropolitan Alliance of Police, Chapter #135 ("MAP"), effective as of May 1, 2017 through April 30, 2021.

Resolution

The Chief of Administration and the Acting General Counsel are authorized to finalize a Collective Bargaining Agreement between the Illinois State Toll Highway Authority and MAP, in accordance with the terms and conditions presented to the Board in Executive Session discussion. The Chairman or the Executive Director is authorized to execute said Agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21434

Background

The Illinois State Toll Highway Authority (the "Tollway") has negotiated a proposed settlement regarding an employment litigation claim brought by Reniece Wright, as recommended by the Tollway's outside counsel, Laner Muchin. It is in the best interest of the Tollway to move forward with the settlement.

Resolution

The settlement of the employment litigation claim brought by Reniece Wright is approved. The Acting General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director and the Acting General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21435

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement First Addendum with the Illinois Department of Central Management Services ("CMS") and the Illinois Department of Innovation and Technology ("DoIT") authorizing the Illinois State Toll Highway Authority to continue to utilize statewide agreements with vendors, including Deloitte Consulting LLP, for an Enterprise Resource Management system ("ERP") and to implement a modified scope of work including but not limited to project management, business process design, internal controls and documentation. The modified scope has an estimated implementation date of July 1, 2018, and an estimated completion date of May 30, 2019. The addendum revises the estimated Intergovernmental Agreement upper limit payable to Deloitte Consulting LLP to \$16,876,191 from the original statement of work of \$7,890,427, an increase of \$8,985,764. CMS will be removed as a party to the Intergovernmental Agreement going forward since it has assigned the statewide ERP agreements to DoIT.

Resolution

The Acting General Counsel and the Chief of Procurement are authorized to negotiate and prepare an Intergovernmental Agreement Addendum between the Illinois State Toll Highway Authority and the Illinois Department of Central Management Services, and the Illinois Department of Innovation and Technology, in substantially the form of the Intergovernmental Agreement Addendum attached to this Resolution and the Chairman or the Executive Director is hereby authorized to execute the Agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM
AMONG THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES,
THE DEPARTMENT OF INNOVATION AND TECHNOLOGY
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

This First Intergovernmental Agreement Addendum (“FIRST ADDENDUM”) is entered into by and among the Illinois Department of Central Management Services (“CMS”), the Illinois Department of Innovation and Technology (“DoIT”), and the Illinois State Toll Highway Authority (“ILLINOIS TOLLWAY ”), (each a “PARTY” and collectively the “PARTIES”).

WITNESSETH:

WHEREAS, CMS, DoIT and the ILLINOIS TOLLWAY entered into an Intergovernmental Agreement (“AGREEMENT”) on June 7, 2016 (Exhibit A) to include the ILLINOIS TOLLWAY as part of the State Enterprise Resource Planning system (“PROGRAM”); and

WHEREAS, the ILLINOIS TOLLWAY wishes to enter into a FIRST ADDENDUM of the AGREEMENT to identify its procurement plan for implementing its unique PROGRAM aspects; and

WHEREAS, pursuant to Executive Order and Intergovernmental Agreement, DoIT has assumed all leadership and management responsibilities related to ERP; and

WHEREAS, CMS has no ongoing responsibilities hereunder, and requests to be removed as a PARTY to this FIRST ADDENDUM, and subsequent future addenda if necessary; and

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST ADDENDUM is authorized by Article VII, Section 10 of the Illinois Constitution and other provisions of Illinois Law.

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

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.
- B. CMS is removed as a party to the AGREEMENT and all references to CMS are stricken from the AGREEMENT.
- C. Paragraph D of the AGREEMENT is hereby stricken.

D. Paragraph F of the AGREEMENT is hereby stricken and replaced with the following:

“F. Above and beyond the use of an enterprise solution, for all additional and unique ERP software, infrastructure and service needs, the Tollway may place orders under the existing State contracts with the ERP vendors, in coordination with, and subject to the review and approval of, ~~CMS/DoIT~~, which will include SOWs. Such orders will not exceed \$16,876,191 in total without further amendment of this Agreement. Payments or orders authorized in Paragraph F are in addition to payments made to DoIT authorized in Paragraph C. All material changes to a Tollway SOW at any point (from cost proposal through execution of the work) will be coordinated with and approved by ~~CMS/DoIT~~. These changes may result in an amendment to the State’s existing ERP contracts listed above. DoIT agrees that, upon receipt of payment from the Tollway for Tollway orders from vendors, it shall pay the vendors as soon as reasonably practicable. In the event that DoIT is unable or unwilling to promptly pay the vendors for services, the Tollway reserves the right to pay the vendors directly to avoid a disruption of contracted services, and in the event the Tollway exercises this right DoIT shall promptly return the Tollway’s payment. The Tollway will pay all of the Tollway’s additional and unique ERP software, infrastructure and service needs to the ERP vendor(s). The Parties agree to cooperate in order to complete the terms of this Agreement, including, but not limited to, the Tollway’s ability to: add ERP modules and functionalities not covered by the State ERP program; qualify vendor resource experience, skill set, and knowledge of the ERP software for Tollway’s unique ERP needs; have a dedicated core team of integrators for Tollway’s unique ERP needs that are not that already covered by the State ERP program; and design access and security of the Tollway’s data. The prevailing consideration for the successful completion of the ERP program is to have a single, unified, efficient and interoperable Statewide ERP system.”

E. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.

F. This FIRST ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

G. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.

H. The information contained in the Recital section this FIRST ADDENDUM is agreed to and incorporated in this FIRST ADDENDUM.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates indicated.

THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

By: _____ Date: _____
Michael Hoffman
Acting Director

THE ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY

By: _____ Date: _____
Kirk Lonbom
Acting Secretary

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov
Executive Director

By: _____ Date: _____
Michael Colsch
Chief Financial Officer

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

Approved as to Form and Constitutionality

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