

RESOLUTION NO. 21475

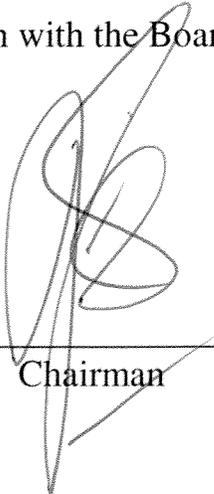
Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority to fill the office of Executive Director.

Resolution

Elizabeth Gorman is appointed Executive Director of the Illinois State Toll Highway Authority, effective March 1, 2018, as of the unanimous approval of the respective motion presented at the Regular Meeting of the Tollway Board of Directors held on February 22, 2018 (the "Board Meeting"). The Chairman is authorized to establish a reasonable salary and benefits for the Executive Director, consistent with the discussion of such topics in the Executive Session of the Board held in connection with the Board Meeting.

Approved by: _____


Chairman

RESOLUTION NO. 21476

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to obtain and continue to accept credit card and other types of payment for its I-PASS, violation and other programs.

In 2011, a Request for Proposal was issued for merchant card processing. Pursuant to Resolution No. 19400, the Tollway Board awarded a contract to Fifth Third Processing Solutions (now Vantiv, LLC) for a period of three years with two one-year renewal options. This contract expired on November 30, 2016.

On February 25, 2016, pursuant to Resolution No. 20950, the Tollway Board awarded a sole source contract to Vantiv, LLC for the period of December 1, 2016 through May 31, 2018 to allow for service continuation pending completion of the Tollway's new I-PASS and violation back-office system.

On March 23, 2017, pursuant to Resolution No. 21233 the Tollway Board approved an award to First Data for a contract to process merchant card transactions upon successful integration with Tollway systems. Vantiv, LLC was under contract to provide services through May 31, 2018, providing more than twelve months for integration and transition to First Data.

The Tollway is authorized to procure these goods and 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. The Tollway is currently working with the State's Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

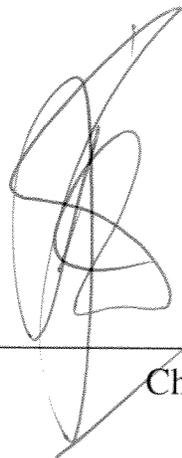
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Resolution

To ensure continuity in the processing of merchant cards, it is necessary and in the best interest of the Tollway to award a contract to Vantiv, LLC, for the period of April 1, 2018, through April 30, 2019, in an amount not to exceed \$32,000,000.

The sole source quote from Vantiv, LLC for the purchase of merchant card services is accepted. Contract No. 18-0026 is approved in an amount not to exceed \$32,000,000.00, and subject to successful completion of all legal and regulatory requirements to appropriately enter a Sole Source Contract for the procurement. 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. 21477

Background

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

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

Resolution No. 19480 adopted by the Authority on August 25, 2011, as modified by Resolution No. 21244 adopted by the Authority on April 27, 2017, authorizes a \$14.3 billion capital plan for the Tollway System, named “Move Illinois: The Illinois Tollway Driving the Future,” to finance capital needs of the existing Tollway System and to finance certain expansions of the Tollway System intended to improve regional mobility (the “Move Illinois Program”).

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

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

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Background - Continued

the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million; (iii) on December 4, 2014, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Nineteenth Supplemental Indenture dated as of December 1, 2014 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million; (iv) on July 30, 2015, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million; (v) on December 17, 2015, as authorized by Resolution No. 20815 dated September 24, 2015, and pursuant to the terms of the Twenty-Second Supplemental Indenture dated as of December 1, 2015 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2015 Series B, in the aggregate principal amount of \$400 million; (vi) on June 16, 2016, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, and pursuant to the terms of the Twenty-Fourth Supplemental Indenture dated as of June 1, 2016 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2016 Series B, in the aggregate principal amount of \$300 million; and (vii) on December 6, 2017, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, as further amended by Resolution No. 21350 dated September 28, 2017, and pursuant to the terms of the Twenty-Fifth Supplemental Indenture dated as of December 1, 2017 between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2017 Series A, in the aggregate principal amount of \$300 million.

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Background - Continued

The Authority has determined that it is advisable, necessary and in the best interests of the Authority to authorize the borrowing of a sum determined necessary from time to time in a maximum aggregate principal amount of \$700 million for the purpose of paying costs of the Move Illinois Program and in evidence thereof to issue one or more series of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture (the “2018/2019 New Money Bonds”), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Authority, by virtue of all laws applicable thereto, has the power to issue such 2018/2019 New Money Bonds.

Any 2018/2019 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture) now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended as authorized herein or as may be supplemented and amended in the future.

It is necessary for the Authority to authorize the issuance of the 2018/2019 New Money Bonds and to approve and to authorize the execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2018/2019 New Money Bonds.

Resolution

The Authority authorizes the issuance and delivery of the 2018/2019 New Money Bonds in a maximum aggregate principal amount of \$700 million for the purpose of paying costs of the Move Illinois Program. The 2018/2019 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said maximum aggregate principal amount or such lesser principal

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Resolution - Continued

amount, all as may be determined by the Chairman of the Authority (the “Chairman”).

All 2018/2019 New Money Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2018/2019 New Money Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a “2018/2019 Supplemental Indenture”) between the Authority and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of 2018/2019 New Money Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Authority (the “Secretary”) is hereby authorized to attest, a 2018/2019 Supplemental Indenture meeting the requirements of the Master Indenture in substantially the form of supplemental indentures heretofore executed and delivered in connection with the issuance of fixed rate revenue bonds to finance costs of the Move Illinois Program, with such revisions, insertions, completions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (x) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the 2018/2019 New Money Bonds and (y) the application of proceeds of the 2018/2019 New Money Bonds for paying costs of the Move Illinois Program as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and this Authority’s approval of such revisions, insertions, completions and modifications thereof.

Terms of 2018/2019 New Money Bonds. The 2018/2019 New Money Bonds of each series shall be designated “Toll Highway Senior Revenue Bonds” with such additions, modifications, or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2018/2019 New Money Bonds to reflect

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Resolution - Continued

the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, and any other authorized features of the 2018/2019 New Money Bonds determined by the Chairman as desirable to be reflected in the title of the 2018/2019 New Money Bonds being issued. The 2018/2019 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of 2018/2019 New Money Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of 2018/2019 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.

The 2018/2019 New Money Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary and the corporate seal of the Authority (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2018/2019 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the 2018/2019 New Money Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes ("Taxable Bonds") if determined by the Chairman to be beneficial to the Authority.

Redemption. The 2018/2019 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Authority, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2018/2019 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the 2018/2019 New Money Bonds being redeemed. Certain of the 2018/2019 New Money Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Master Indenture), at par and accrued interest to the date fixed for redemption, as determined by the Chairman at the time of the sale thereof and reflected in the related Supplemental Indenture.

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Resolution - Continued

Notwithstanding the foregoing, such 2 percent (2%) limitation on the redemption premium for 2018/2019 New Money Bonds to be redeemed shall not apply in the case of Taxable Bonds where the redemption price is based upon a formula designed to compensate the owner of the 2018/2019 New Money Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a “make-whole” redemption price (the “Make-Whole Redemption Price”). At the time of sale of the 2018/2019 New Money Bonds, the Chairman, by execution of a Bond Purchase Agreement (as hereafter defined), shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. The terms and provisions of any applicable Make-Whole Redemption Price shall be set forth in the related Supplemental Indenture.

Sale of Bonds. The Chairman is hereby authorized on behalf of the Authority to sell all or any portion of the 2018/2019 New Money Bonds to one or more underwriters qualified by the Authority’s procurement process RFP#16-0155 (the “Underwriters”), which Underwriters may consist of an underwriting group represented by one or more senior managing underwriters.

The 2018/2019 New Money Bonds shall be sold and delivered to the Underwriters subject to the terms and conditions of one or more Bond Purchase Agreements between the Authority and the Underwriters (each, a “Bond Purchase Agreement”); provided, that the aggregate purchase price shall be not less than 98.5 percent of the principal amount thereof to be issued (less any original issue discount used in marketing thereof) plus accrued interest, if any, from their date to the date of delivery thereof. The Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest, each Bond Purchase Agreement in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Authority issued to finance costs of the Move Illinois Program, with such revisions, insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and

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Resolution - Continued

provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and this Authority's approval of such revisions, insertions, completions and modifications thereof.

In connection with any sale of the 2018/2019 New Money Bonds, the Authority, acting through the Chairman or the Chief Financial Officer, is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by the Chairman or the Chief Financial Officer, if such officer determines such bond insurance to be desirable in connection with such sale of the 2018/2019 New Money Bonds. The related Supplemental Indenture may include covenants with such bond insurer that are not inconsistent with the provisions of this Resolution and the Master Indenture and are necessary to carry out the purposes of this Resolution.

Preliminary Official Statement. The preparation, use and distribution of one or more Preliminary Official Statements relating to the 2018/2019 New Money Bonds (each, a "Preliminary Official Statement") is hereby in all respects ratified, authorized and approved. Each Preliminary Official Statement shall be in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Authority issued to finance costs of the Move Illinois Program, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the 2018/2019 New Money Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the Tollway System and the parties to the financing. The proposed use by the Underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2018/2019 New Money Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the Official Statement on behalf of the Authority and the Chairman's execution thereof

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Resolution - Continued

shall constitute conclusive evidence of the Chairman's approval and this Authority's approval of any changes to the form of Preliminary Official Statement authorized herein.

Application of Proceeds. The proceeds from the sale of any series of the 2018/2019 New Money Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Authority and as set forth in the Supplemental Indenture authorizing such 2018/2019 New Money Bonds, as follows:

- (i) to the payment of costs of the Move Illinois Program;
- (ii) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (iii) the amount representing the accrued interest received, if any, to the first interest becoming due on the 2018/2019 New Money Bonds sold;
- (iv) to the payment of interest to become due on the 2018/2019 New Money Bonds of such series for a period not later than three years from the date of issuance of such 2018/2019 New Money Bonds as shall be determined by the Chairman in connection with the issuance of such 2018/2019 New Money Bonds;
- (v) to pay customary expenses related to the issuance of such 2018/2019 New Money Bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution.

Tax-Exemption and Non-Arbitrage. The Authorized Officers are hereby authorized to take any actions and to execute any documents and certificates necessary to assure that 2018/2019 New Money Bonds issued on a tax-exempt basis do not constitute "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2018/2019 New Money Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Exemption Certificate and Agreement in a form to be approved by bond counsel and by counsel for the Authority.

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Continuing Disclosure. The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Authority's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2018/2019 New Money Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Authority to finance costs of the Move Illinois Program, with such insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and this Authority's approval of such insertions, completions and modifications thereof.

Authorized Acts. The Chairman, the Executive Director or Acting Executive Director, the Secretary, the Assistant Secretary, the Chief Financial Officer, the General Counsel or Acting General Counsel, and the Chief Engineering Officer of the Authority are hereby each authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2018/2019 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase Agreement, Official Statement and Continuing Disclosure Agreement.

Ratification. All acts and undertakings of the officials or officers of the Authority that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2018/2019 New Money Bonds are in all respects approved and confirmed.

RESOLUTION NO. 21477

Resolution - Continued

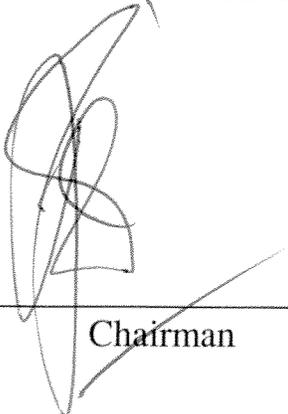
Costs of Issuance. The Chief Financial Officer of the Authority is authorized to pay the costs of issuance of the 2018/2019 New Money Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, upfront and annual rating agency fees, upfront and annual trustee fees, the premium or fee for bond insurance, if any, and all other reasonable and necessary fees, expenses and costs of the Authority incurred in connection with the issuance of the 2018/2019 New Money Bonds.

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

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

Repealer and Effective Date. The unused \$100,000,000 aggregate principal amount authorization for the issuance of Additional Senior Bonds contained in Resolution No. 20815 adopted by the Authority September 24, 2015, as amended by Resolution No. 20951 adopted by the Authority February 25, 2016, is hereby rescinded. This Resolution is effective immediately upon its adoption.

Approved by:



Chairman

RESOLUTION NO. 21478

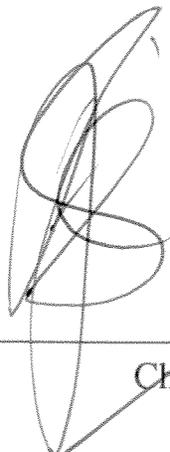
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Panasonic Toughbooks for State Police District 15 through the Illinois Department of Innovation & Technology ("DoIT") master contract with CDS Office Systems, Inc. (d.b.a. CDS Office Technologies) (Tollway Contract No. 18-0033) for an upper limit of compensation not to exceed \$1,341,200.00. 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 DoIT master contract for the purchase of Panasonic Toughbooks for State Police District 15 from CDS Office Systems, Inc. (d.b.a. CDS Office Technologies) is approved in an amount not to exceed \$1,341,200.00. 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. 21479

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring a Cisco Firewall Upgrade through the Central Management Services (“CMS”) master contract with CDW Government LLC (Tollway Contract No. 18-0025) for an upper limit of compensation not to exceed \$565,864.26. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of a Cisco Firewall Upgrade from CDW Government LLC is approved in an amount not to exceed \$565,864.26. 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. 21480

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Workforce Analysis Consulting Services (Phases I and II) through the Central Management Services ("CMS") master contract with RSM US LLP (Tollway Contract No. 17-0043). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 17-0043 by an amount not to exceed \$266,960.00 for the purchase of additional Workforce Analysis Consulting Services (Phase III). These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 17-0043 for the purchase of additional Workforce Analysis Consulting Services (Phase III) from RSM US LLP is approved in an amount not to exceed \$266,960.00 (increase from \$681,840.00 to \$948,800.00). 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. 21481

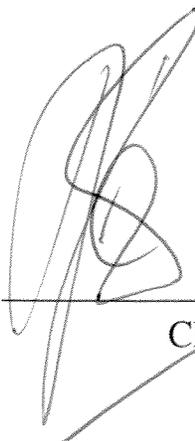
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts. Pursuant to the Tollway's Invitation for Bid No. 17-0018, the Tollway has determined that Ward Auto Body, Inc. is the lowest responsive and responsible bidder for Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts for an upper limit of compensation not to exceed \$276,290.00.

Resolution

The bid from Ward Auto Body, Inc. for the purchase of Automotive Body Shop Repairs, Vehicle Painting, and Replacement Parts is accepted. Contract No. 17-0018 is approved in an amount not to exceed \$276,290.00. 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. 21482

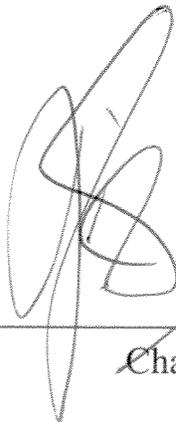
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Tripwire Software Maintenance and Support (Contract No. 15-0147) from Alert IT Solutions, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$148,663.24 for the purchase of additional Tripwire Software Maintenance and Support.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 15-0147 for the purchase of additional Tripwire Software Maintenance and Support from Alert IT Solutions, Inc. is approved in an amount not to exceed \$148,663.24 (increase from \$572,647.34 to \$721,310.58). 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. 21483

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4336 for Systemwide CCTV Camera Installations, on the Jane Addams Memorial Tollway (I-90) from Milepost 3.5 (South Beloit Plaza) to Milepost 78.5 (River Road Plaza), Tri-State Tollway (I-294) from Milepost 5.1 (I-80 Plaza) to Milepost 42.0 (River Road), Tri-State Tollway (I-94) from Milepost 4.9 (Waukegan Plaza) to Milepost 26.4 (Edens Plaza). The lowest responsible bidder on Contract No. RR-17-4336 is Demarc Electric and Communications, LLC in the amount of \$1,110,619.00.

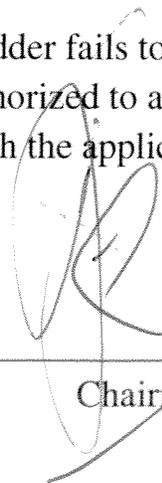
Resolution

Contract No. RR-17-4336 is awarded to Demarc Electric and Communications, LLC in the amount of \$1,110,619.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 21484

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4317 for Grading and Landscaping Improvements, on the Jane Addams Memorial Tollway (I-90) from Milepost 70.4 (Arlington Heights Road) to Milepost 78.3 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-17-4317 is Foundation Mechanics, LLC in the amount of \$1,385,338.00.

Resolution

Contract No. I-17-4317 is awarded to Foundation Mechanics, LLC in the amount of \$1,385,338.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____
Chairman

RESOLUTION NO. 21485

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-17-4346 for LED Retrofit and Intelligent Transportation System (ITS) Improvements, on the Tri-State Tollway (I-94) from Milepost 1.0 (Russell Road) to Milepost 11.5 (Belvidere Road). The lowest responsible bidder on Contract No. RR-17-4346 is Demarc Electric and Communications, LLC in the amount of \$1,784,458.27.

Resolution

Contract No. RR-17-4346 is awarded to Demarc Electric and Communications, LLC in the amount of \$1,784,458.27, 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. 21486

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4345 for LED Retrofit and Intelligent Transportation system (ITS) Device Improvements, on the Tri-State Tollway (I-94) from Milepost 11.5 (Belvidere Road) to Milepost 22.0 (Half Day Road). The lowest responsible bidder on Contract No. RR-17-4345 is Taff Construction, Inc. in the amount of \$2,154,622.02.

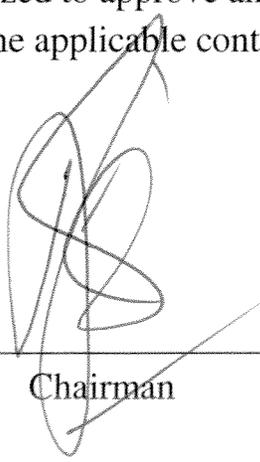
Resolution

Contract No. RR-17-4345 is awarded to Taff Construction, Inc. in the amount of \$2,154,622.02 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. 21487

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4316R for Intelligent Transportation System (ITS) Device Preservation, Systemwide. The lowest responsible bidder on Contract No. RR-17-4316R is Demarc Electric and Communications, LLC in the amount of \$455,550.95.

Resolution

Contract No. RR-17-4316R is awarded to Demarc Electric and Communications, LLC in the amount of \$455,550.95, 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. 21488

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4688 for Advance Earthwork Grading, on the Elgin O'Hare Western Access (I-490) from Milepost 3.6 (Supreme Drive) to Milepost 5.5 (Old Higgins Road). The lowest responsible bidder on Contract No. I-17-4688 is Lake County Grading Company, LLC in the amount of \$13,907,770.96.

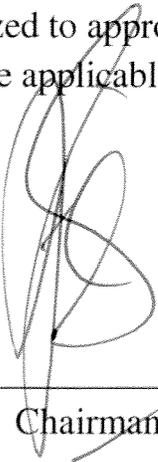
Resolution

Contract No. I-17-4688 is awarded to Lake County Grading Company, LLC in the amount of \$13,907,770.96, 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. 21489

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4349 for Bridge Reconstruction and Ramp Rehabilitation, on the Tri-State Tollway (I-294) at 159th Street. The lowest responsible bidder on Contract No. RR-17-4349 is Herlihy Mid-Continent Company in the amount of \$13,499,314.84.

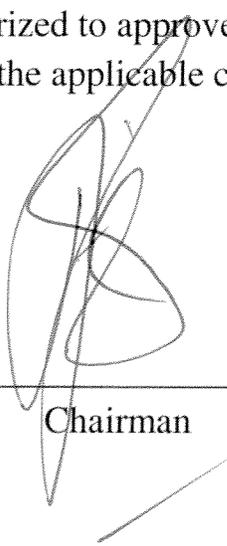
Resolution

Contract No. RR-17-4349 is awarded to Herlihy Mid-Continent Company in the amount of \$13,499,314.84, 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. 21490

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4344 for Bridge Rehabilitation, on the Tri-State Tollway (I-294), Milepost 18.7 (87th Street) to Milepost 30.7 (Roosevelt Road). The lowest responsible bidder on Contract No. RR-17-4344 is Lorig Construction Company in the amount of \$1,152,629.00.

Resolution

Contract No. RR-17-4344 is awarded to Lorig Construction Company in the amount of \$1,152,629.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 21491

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services on Illinois Route 390 Tollway from IL 83 to York Road on Contract No. I-17-4680. BLA, Inc. (dba Bollinger, Lach & Associates., Inc.) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,523,000.00. 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 BLA, Inc. (dba Bollinger, Lach & Associates., Inc.), to obtain Construction Management Services, for Contract No. I-17-4680 with an upper limit of compensation not to exceed \$6,523,000.00, 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. 21492

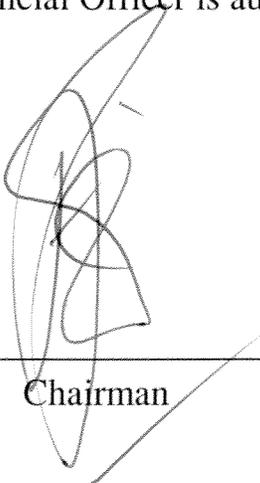
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services on the Veterans Memorial Tollway (I-355) from Milepost 12.3 (I-55) to Milepost 29.8 (Army Trail Road) on Contract No. RR-17-4295. Chastain & Associates LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,800,000.00. 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 Chastain & Associates LLC, to obtain Construction Management Services, for Contract No. RR-17-4295 with an upper limit of compensation not to exceed \$10,800,000.00, 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. 21493

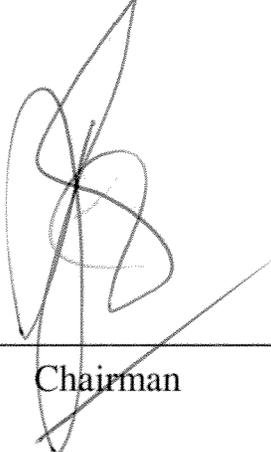
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Aerial Mapping Services Systemwide on Contract No. RR-16-9196. Quantum Spatial, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Quantum Spatial, Inc., to obtain Aerial Mapping Services, for Contract No. RR-16-9196 with an upper limit of compensation not to exceed \$1,500,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21494

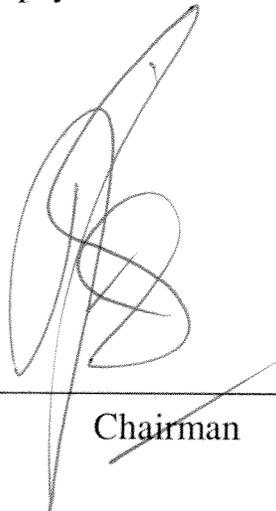
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21043 approved on May 26, 2016, entered into an Agreement for Contract No. I-16-4264 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Pedestrian Overpass Bridge and Bridge Access Building Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 62.4 to Milepost 62.6 (Barrington Road Interchange). This change order / extra work order provides for intelligent transportation system upgrades, in the amount of \$496,780.00.

Resolution

The Change Order / Extra Work Order in the amount of \$496,780.00, and the commensurate increase in the upper limit of compensation on Contract No. I-16-4264 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke, positioned above a horizontal line.

Chairman

RESOLUTION NO. 21495

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of Kane ("County") in connection with repairs and rehabilitation along the Reagan Memorial Tollway ("I-88") including the following County Highway bridges over I-88: Bliss Road Bridge at Mile Post 111.6, Main Street Road Bridge at Mile Post 107.2, Dauberman Road Bridge at Mile Post 105.2, and County Line Road Bridge at Mile Post 101.3. The County has requested, and the Tollway agrees to perform, County maintenance responsibility repairs and rehabilitation to Bliss Road Bridge, Dauberman Road Bridge, and County Line Road Bridge over I-88 as part of the project subject to reimbursement by the County. This Agreement updates Tollway and County responsibilities for portions of the ongoing crossroad bridges maintenance.

Resolution

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

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF KANE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2018, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the COUNTY OF KANE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The ILLINOIS TOLLWAY and the COUNTY are each hereinafter sometimes individually referred to as "PARTY", and are 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 Tollway (I-88) from Annie Glidden Road, Mile Post 91.4 to Illinois Route 56, Mile Post 113.3 in Kane and DeKalb Counties, Illinois (hereinafter sometimes referred to as "Toll Highway"), including the Kane County Highway No. 78, (Bliss Road) Bridge, (Mile Post 111.6, Bridge Number 859), Kane County Highway No. 10, (Main Street Road) Bridge, (Mile Post 107.2, Bridge Number 1105), Kane County Highway No. 62, (Dauberman Road) Bridge, (Mile Post 105.2, Bridge Number 1107), and Kane County Highway No. 1, (County Line Road) Bridge, (Mile Post 101.3, Bridge Number 1111), (hereinafter collectively the "BRIDGES") and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # RR-16-4254, and Construction Contract # RR-4254 (hereinafter referred to as the "PROJECT"), by making the following improvements:

Mainline roadway resurfacing, mainline shoulder reconstruction, mainline pavement patching as necessary; reconstruction and rehabilitation of emergency turnarounds, construction of one new emergency turnaround, construction of crash investigation sites; drainage improvements including culvert repair and underdrain installation along mainline outside shoulder; ditch grading improvements, and rehabilitation of mainline and crossroad bridges including the BRIDGES.

The improvements to the Bliss Road Bridge will include: Full depth and partial depth deck repairs and removal of the failed concrete panels, repair of existing parapets, repair of Precast – Pre-stressed Concrete (PPC) beams, seal deck and parapets, bridge approach guardrail repair and replacements as needed, and PPC beam and substructure repairs.

The improvements to the Main Street Road Bridge will include: Joint seal replacement and minor activities determined necessary for the preservation of the ILLINOIS TOLLWAY facility below.

The improvements to the Dauberman Road Bridge will include: Joint seal replacement and minor activities determined necessary for the preservation of the ILLINOIS TOLLWAY facility below.

The improvements to the County Line Road Bridge will include: Partial depth deck repairs, replacement of joint seals, repair of existing parapets, seal deck and parapets, bridge approach guardrail repair and replacements as needed, and PPC beam and substructure repairs.

WHEREAS, the maintenance responsibilities for Bliss Road Bridge, Dauberman Road Bridge, and County Line Road Bridge, are shared between the ILLINOIS TOLLWAY and the COUNTY, pursuant to an Intergovernmental Agreement between the PARTIES entered into June 28, 1973; and

WHEREAS, the maintenance responsibilities for Main Street Road Bridge, had been shared and defined pursuant to an Intergovernmental Agreement entered into March 18, 1974 by and between the ILLINOIS TOLLWAY and the Illinois Department of Transportation (“IDOT”); and

WHEREAS, subsequent to the March 18, 1974 Intergovernmental Agreement by and between the ILLINOIS TOLLWAY and IDOT, the COUNTY assumed jurisdiction of Main Street Road within the PROJECT limits, including the maintenance responsibilities of the Main Street Road Bridge over I-88; and

WHEREAS, pursuant to the terms of the March 18, 1974 Intergovernmental Agreement, the COUNTY maintains the portions of the Main Street Road Bridge including the bridge deck surface, guardrails, parapet walls above the deck, and drainage facilities above the structural beams and girders; and

WHEREAS, the COUNTY has requested and the ILLINOIS TOLLWAY has agreed to include as needed, the partial depth deck repairs, bridge deck and parapet sealing, repair of parapet walls, guardrail repair and replacement, and joint seal replacement on the BRIDGES as part of its PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY by this AGREEMENT, 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 COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.* and the Illinois Highway Code 605 ILCS 5/5-101 is authorized to enter into this AGREEMENT; and

WHEREAS, an intergovernmental agreement is appropriate and this 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 preambles and the mutual covenants contained herein, the PARTIES 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 COUNTY as hereinafter stipulated.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the ILLINOIS TOLLWAY.
- C. The COUNTY shall review the PROJECT plans and specifications which impact the COUNTY's highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval by the COUNTY of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's highways and the BRIDGES. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including assuring that all permits and approvals (including but not necessarily limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Kane-Du Page Soil and Water Conservation District, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements, as may be required by the PROJECT, are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely

acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, the COUNTY 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 by the COUNTY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

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 the PARTIES respective facilities. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration. Temporary use of the aforesaid lands shall require restoration by the user thereof to a condition equal to that which existed prior to said use.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.
- C. At all locations where utilities are located on COUNTY rights of way that must be adjusted or relocated due to PROJECT work proposed by the ILLINOIS TOLLWAY, the COUNTY 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 COUNTY for any and all out of pocket costs and expenses the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The ILLINOIS TOLLWAY shall require its contractors working on or within the COUNTY's right of way (as "right of way" is defined by the Illinois Highway Code) to indemnify the COUNTY in compliance with Article 107.26 of the Illinois Tollway Supplemental Specifications.
- C. The ILLINOIS TOLLWAY shall require that its contractor(s), subcontractors and subrecipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PROJECT's contracts or any contract that is part of the PROJECT.
- D. The ILLINOIS TOLLWAY shall require that the COUNTY, their agents, officers and employees be included as additional named insured on the General Liability insurance the ILLINOIS TOLLWAY requires of its contractor(s).
- E. After award of the construction contract(s), any proposed deviation from the PROJECT plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing work on such proposed deviation. The COUNTY shall review the proposed deviation and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications is not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY.
- F. After award of the construction contract(s), assuming there are no proposed deviations from the PROJECT plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.
- G. The COUNTY 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 COUNTY's highway system. The

COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's highway 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.

- H. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the COUNTY 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, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, 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 COUNTY'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 COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- J. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT's 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. Upon any such cancellation, the COUNTY shall have no obligation to pay any cost or expense for any cancelled work. The COUNTY shall otherwise be obligated to pay its share of the actual cost and expense of any such altered portion of the PROJECT work that is to be subsequently maintained the COUNTY.
- K. The ILLINOIS TOLLWAY shall require all PROJECT construction work performed on or within the COUNTY's right of way to conform to the then current edition of IDOT's Standard Specs.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the individual part 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.
- C. It is mutually agreed by the PARTIES that the estimated cost to the COUNTY for PROJECT work related to the BRIDGES is:
1. \$638,292 for construction costs; and
 2. \$31,915 (5% of construction costs) for preliminary and design engineering; and,
 3. \$63,829 (10% of construction costs) for construction engineering; and,
 4. \$41,317 (6% of construction costs) for mobilization, and,
 5. \$50,316 (10% of structural costs) for contingency,
- for a total estimated cost of \$825,669.
- D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- E. The COUNTY agrees that upon award of the contract for the PROJECT and receipt of an invoice from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT based upon actual bid prices, and will pay to the ILLINOIS TOLLWAY the remainder of its actual obligation in a lump sum, upon completion of the PROJECT, based on final actual costs.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

- A. The term "local" means the COUNTY.

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- 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, 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 when appropriate 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. The PARTIES generally agree that there are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way. These bridge types are:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the I-88 Toll Highway in its entirety.

- B. The COUNTY shall continue its maintenance, of the right of way of Bliss Road, Dauberman Road, County Line Road, and Main Street Road. The County will maintain any PROJECT improvement the ILLINOIS TOLLWAY is constructing as part of the PROJECT for the COUNTY at the COUNTY's request, in its entirety.
- C. The BRIDGE improvements being constructed as part of the PROJECT under this AGREEMENT are of the following types (as previously described in Section VI, Paragraph J above) and involve the following highways:

Type of Bridge Structure	Affected Highway
Type 2	Bliss Road
Type 2	Dauberman Road
Type 2	County Line Road
Type 2	Main Street Road

Type 2 - COUNTY Highway Right of Way over ILLINOIS TOLLWAY Right of Way

- 1. The COUNTY has all maintenance responsibility as to the following:
 - i. All existing COUNTY right of way highway and approaches to any of the BRIDGES, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach embankments outside access control fences, and bituminous repair of approach slabs.
 - ii. The following portions of the BRIDGES:
 - a. The wearing surface;
 - b. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
 - c. Guardrail;
 - d. Drainage facilities above structural beams and girders;
 - e. All lighting except underpass;
 - f. All COUNTY signals, signs, and pavement markings;
 - g. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - h. All drainage facilities carrying exclusively COUNTY drainage
 - i. Ice and snow removal shall be accomplished in such a manner as to not block or obstruct I-88.

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions of the BRIDGES not otherwise maintained by the COUNTY as set forth herein above, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except COUNTY highway overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. Any underpass lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 3. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
- F. The PARTIES agree that each PARTY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and ILLINOIS TOLLWAY facilities within the limits of the PROJECT.

- B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's 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 their construction contractor(s).
- C. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of PROJECT 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. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the County of Kane (COUNTY) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The COUNTY shall retain jurisdiction of Kane County Highway No. 78, (Bliss Road), Kane County Highway No. 10, (Main Street Road), Kane County Highway No. 62, (Dauberman Road), and Kane County Highway No. 1, (County Line 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. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- E. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's County Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right of way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. In the event that the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's County Engineer cannot mutually agree on a resolution of any dispute concerning the same as it relates to issues on or involving solely COUNTY right of way, the decision of the COUNTY's County Engineer shall be final.
- F. The ILLINOIS TOLLWAY agrees that in the event any PROJECT work is performed by other than ILLINOIS TOLLWAY employees, the provisions of "An Act Regulating Wages of Laborers, Mechanics and other Workers Employed in Public Works by the State, a County or any Political Subdivision or by Anyone Under Contract for Public Works (820 ILCS 130/1) shall apply to the PROJECT.
- G. The ILLINOIS TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.
- H. 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.
- I. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address for purposes of this Agreement is Kane County Division of Transportation, 41W011 Burlington Road, St. Charles, Illinois 60175.
- J. This AGREEMENT may only be modified in writing; executed by duly authorized representatives of the PARTIES.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.

M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Kane County, Illinois.

N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the COUNTY: Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175
Attn: Carl Schoedel, P.E. - County Engineer

O. The COUNTY 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 COUNTY for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

P. The ILLINOIS TOLLWAY shall maintain for a minimum of three (3) years after the completion of the PROJECT, adequate books, records, and other supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with or pursuant to the terms of this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the COUNTY's Auditor, the ILLINOIS TOLLWAY's Inspector General and the Tollway agrees to cooperate fully with any audit conducted by the COUNTY's Auditor and to provide full access to all relevant materials

Q. The preambles of this AGREEMENT are agreed to and incorporated into as a substantive part of this AGREEMENT.

(This space intentionally left blank)

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

THE COUNTY KANE

By: _____
Chris Lauzen
Chairman

Attest: _____
John Cunningham
County Clerk

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_Kane County_Bliss-Dauberman-CLR-Main over I-88_Draft_09.14.17

DRAFT

RESOLUTION NO. 21496

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 Mount Prospect ("Village") consenting to the annexation of Tollway property into the municipal boundaries of the Village. The Village requested the annexation to allow a pocket of unincorporated Cook County within the Village's annexation plan to be better served by public services, including police, fire and library services. The Tollway property to be annexed is located near I-90 and Oakton Road. Pursuant to State law, the Board of Directors must approve the annexation of any Tollway property (65 ILCS 5/7-1-2).

Resolution

The Acting General Counsel and Chief Engineering Officer are hereby authorized to enter into an Intergovernmental Agreement in substantially the form of the agreement attached to this Resolution and the Chairman or the Executive Director is authorized and directed to execute the Intergovernmental Agreement and any other documents necessary to effectuate the annexation.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE VILLAGE OF MT. PROSPECT, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (hereinafter referred to as the "Tollway") and the Village of Mt. Prospect, an Illinois municipality (hereinafter referred to as the "Village ");

W I T N E S S E T H:

WHEREAS, the Village, in response to Cook County's initiative to encourage neighboring municipalities to incorporate certain portions of unincorporated Cook County, and also in response to concerns of residents located in and around the currently unincorporated adjacent portions of the Village, the Village seeks to incorporate into its boundaries particular parcels located south of Oakton Street, west of Higgins Creek, and north & northeast of the I-90 Tollway (hereinafter referred to as the "Property"); and

WHEREAS, the Village has asked the Tollway for its cooperation and consent allowing the Village to annex the Property into the Village boundaries (See Plat and Aerial View Image attached as Exhibits "A" and "B" and 65 ILCS 5/7-1-2);

WHEREAS, the Property abuts the southern end of the Village's jurisdictional limits; and

WHEREAS, the Village's corporate limits are contiguous to the Property sought to be annexed into the Village; and

WHEREAS, the proposed annexation would create a Village boundary consistent with the natural logical boundaries currently in place; and

WHEREAS, Cook County's property records mistakenly reflected the Property as having been previously annexed by the neighboring Elk Grove Village. However, the Village addressed and resolved the issue with Cook County and represents that the Property is currently unincorporated; and

WHEREAS, Tollway right of way may not be annexed without the consent of the Governor or the Tollway's Board of Directors. 65 ILCS 5/7-1-2 also see People ex rel. Clark v. The Village of Wheeling, 24 Ill.2d 267, 181 N.E.2d 72 (1962); and

WHEREAS, pursuant to Tollway policy, the Tollway's Excess Real Estate Committee has considered and concurs with the proposed annexation; and

WHEREAS, the Village's annexation of the Tollway Property will have no impact on the Tollway's continuing, permanent, unfettered use of the Tollway Property which it shall continue to own and use free of Village regulations (the "Protective Conditions"); and

WHEREAS, pursuant to the requirements of the Illinois Municipal Code, with the passage of a Board of Director's Resolution, the Tollway consents to the Village's request to annex the Tollway Property subject to the conditions stated and agreed to in this Agreement; and

WHEREAS, the neighboring Village of Elk Grove Village has no objection to Mt. Prospect's annexation of the Property; and

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

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

WHEREAS, the Village and the Tollway are units of government within the meaning of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and have the authority under the Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals and the provisions of this Agreement, the Village and the Tollway agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

2. Petition For Annexation. The Tollway agrees to support the Village's petition for annexation of the Property into the Village boundaries.

3. Annexation. The Village is responsible for taking all actions necessary to annex the Tollway Property. Any and all costs and fees assessed, incurred or associated with the annexation of the Tollway Property or the Property shall be at the expense of the Village. The Tollway will cooperate with the Village as reasonably necessary to accomplish the annexation of the Tollway Property.

4. Review and Approval. The Village and the Tollway shall have the following rights and responsibilities with respect to the Property or other properties located in the vicinity of Interstate 90 near Oakton Street and Higgins Road:

(a) The Village shall keep the Tollway informed of any proposed modifications to the property abutting the Tollway.

(b) The Tollway shall be granted the right to review and approve/disapprove the use, purpose, planned improvements and associated plans for the property contemplated in the annexation limits. The Tollway's review shall include but not be limited to potential impacts to land use, zoning, operations, safety and drainage.

5. Indemnification of Tollway by Village. The Village will indemnify and defend the Tollway against any claim or action of any kind related to or resulting from the annexation or any other element of this Agreement.

6. Village Findings, Agreement Not To Regulate Tollway Property.

(a) Findings. The Village finds that (i) The Tollway has used and should always continue to use the Tollway Property for Tollway purposes, (ii) there is no useful purpose

for the Village to regulate in any way the Tollway Property or the Tollway's uses of the Tollway Property, and (iii) that the sole purpose of annexing the Tollway Property into the Village is to enable the Village to achieve a more consistent and uninterrupted southern border.

(b) Agreement Not to Regulate. The Village agrees and covenants never to include the Tollway Property in any special services area, special assessment district, business district, or any other taxing or development district. To the extent the Property is or becomes located in any special services area, special assessment district, business district or any other taxing or development district, the Village shall release the Tollway from any and all obligations. The Village further agrees and covenants never to impose Village standards or regulations on or against the Tollway or the Tollway Property, including without limitation zoning, planning, or subdivision ordinances or regulations; business licensing; building, construction, property maintenance codes or any other similar codes; stormwater management ordinances or regulations; or any taxes, fees, or other exactions of any kind.

7. Dispute Resolution. In the event of a dispute over the terms of this Agreement, the Village President and the Tollway's Executive Director will meet and attempt to resolve the dispute. If the Village President and Executive Director are unable to resolve the dispute, then the decision of the Executive Director regarding the dispute will be final.

8. Tollway Remedies. If the Village at any time acts or threatens to act in violation of Section 6 or any other term of this Agreement, then the Tollway has the right to seek immediate injunctive relief, a declaratory judgment against the Village, damages for breach of this Agreement, and any other available relief in law or equity, without posting any bond therefor.

9. Notices. Notices between the Village and the Tollway related to this Agreement must be in writing, sent by certified mail, and addressed as follows:

<u>If to the Tollway:</u>	<u>If to the Village:</u>
Illinois State Toll Highway Authority	Village of Mt. Prospect
Attn.: Land Acquisition Manager	Attn.: Village President
2700 Ogden Avenue	2020 O'Plaine Road
Downers Grove, Illinois 60515	Mt. Prospect, IL 60048

10. Applicable Law, Venue. This Agreement is governed by the laws of the State of Illinois. The venue for any action on this Agreement is Du Page County.

11. Village Representation and Warranty. The Village represents and warrants that it has the authority to bind itself to all of the provisions of this agreement and that this Agreement has been properly approved by the Village and executed by a properly authorized representative of the Village.

[all signatures appear on next page]

IN WITNESS WHEREOF, the Village and the Tollway have caused this Agreement to be approved and executed by their properly authorized representatives.

VILLAGE OF MT. PROSPECT

By: _____
Arlene A. Juracek Date
Mayor

Attest:

By: _____
Village Clerk

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg Bedalov Date
Executive Director

Approved as to Form and Constitutionality

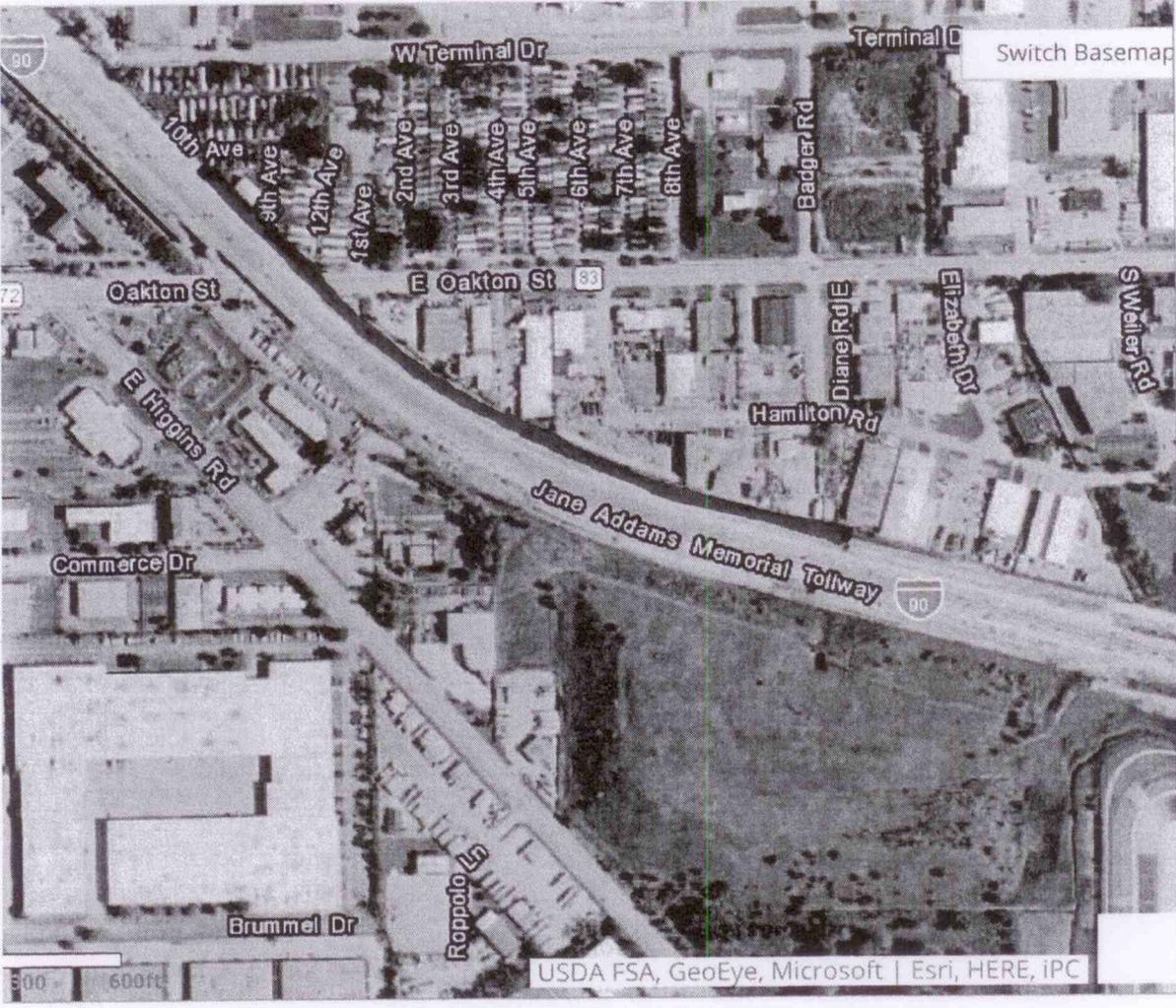
Robert T. Lane, Senior Assistant Attorney General

EXHIBIT A

MAP, PLAT OF ANNEXATION AND LEGAL DESCRIPTION

DRAFT

Tollway Parcels Tasks Project Map Reports Admin



RESOLUTION NO. 21497

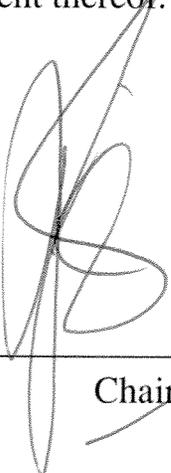
Background

The Illinois State Toll Highway Authority (the "Tollway") has negotiated a proposed settlement regarding a contract claim by vendor Law Enforcement Systems, LLC ("LES") as recommended by the Tollway's Legal Department. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of LES's claim against the Tollway 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 and deliver warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21498

Background

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

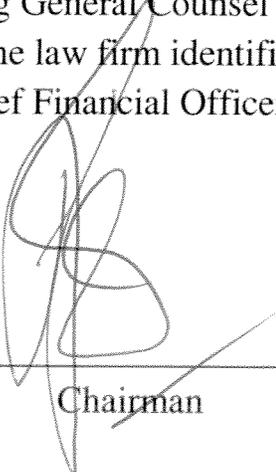
The Tollway, pursuant to Section 10.8(e) of the Act, shall have the power to retain special counsel, subject to the approval of the Attorney General, as needed from time to time, and fix their compensation, provided however; such special counsel shall be subject to the control, direction and supervision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

It is in the best interest of the Tollway to retain outside counsel to represent the Tollway in the matter of Julie Nachampassack v. Illinois State Toll Highway Authority. Franczek Radelet has represented the Tollway in other matters and is familiar with the processes utilized at the Tollway.

Resolution

The Acting General Counsel is authorized to finalize the contracts with the above-referenced law firm and to ensure that their professional representation is consistent with the terms presented to the Board. The Chairman or the Executive Director or the Acting General Counsel is authorized to execute any documents necessary to ensure the law firm identified is prepared to provide counsel as required, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman