

RESOLUTION NO. 21727

Background

The Board of Directors previously approved, pursuant to Resolution No. 21613, the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of the Illinois State Toll Highway Authority to supersede Resolution No. 21613 due to the appointment of new Directors by the Governor of Illinois. This Resolution shall also supersede all prior resolutions regarding membership of Board committees.

Resolution

In the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby declares 1) that the membership of the committees listed below shall be as follows:

Finance, Administration and Operations

Chair: Karen McConnaughay

Members: Alice Gallagher
Scott Paddock

Customer Service and Planning

Chair: Gary Perinar

Members: Jim Sweeney
Stephen Davis

Audit

Chair: Alice Gallagher

Members: Cesar Santoy
Scott Paddock

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Resolution - Continued

Diversity & Inclusion

Chair: Stephen Davis

Members: Jim Connolly
Karen McConnaughay

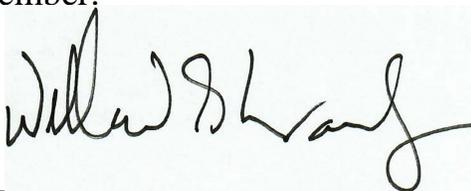
Systems Review

Chair: Cesar Santoy

Members: Jim Connolly
Jim Sweeney
Gary Perinar

It is further resolved that the Board Chairman is hereby also an ex-officio member of all Board committees for which the Board Chairman does not serve as a regular committee member.

Approved by:



Chairman

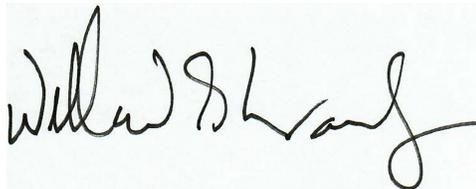
RESOLUTION NO. 21728

Background

It is in the best interest of The Illinois State Toll Highway Authority (the “Tollway”) to ensure that the Executive Director is working closely with the Chairman and the Board. It is also in the best interests of the Tollway to fill the office of Executive Director until the appointment of a permanent Executive Director.

Resolution

The Chairman’s employment decisions concerning the Executive Director position and, more specifically, concerning Elizabeth Gorman and Kevin Artl, which occurred during the week of March 11 to 15, 2019 and discussed in executive session are hereby ratified by the Board of Directors. The Chairman is authorized to establish the salary and benefits for the Acting Executive Director. The Acting Executive Director shall be responsible for the day-to-day operations of the Tollway, reporting directly to the Chairman and the Board of Directors, and shall be vested with the full powers of the Office of the Executive Director. The powers of the Acting Executive Director shall cease when determined by the Chairman or upon the effective date of the appointment of an Executive Director.



Approved by: _____
Chairman

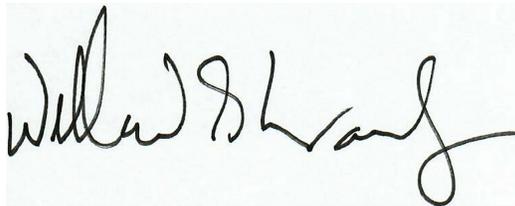
RESOLUTION NO. 21729

Background

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, the Illinois State Toll Highway Authority (the “Tollway”) is obligated to reimburse the state health insurance program for retirees who served the Tollway, members of the State Police who served District 15, and those former employees receiving disability benefits through the State Employees Retirement System (“SERS”). A monthly invoice is sent to Central Management Services (“CMS”) for its review and approval. Payment in the amount of \$4,214,688.08 for 2018 is required to reimburse CMS for the Tollway’s cost of medical, dental and life insurance benefits.

Resolution

Reimbursement to Central Management Services (“CMS”) of the State of Illinois for the Tollway’s pro-rata share of the state’s cost of medical, dental and life insurance benefits for retirees receiving pension or former employees receiving disability benefits through the State in the amount of \$4,214,688.08 is approved, and the Chief Financial Officer is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.



Approved by: _____
Chairman

RESOLUTION NO. 21730

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of the Illinois State Toll Highway Authority (the “Tollway”) requires the Tollway to provide, to the extent reasonably obtainable and or otherwise described in the Indenture, property insurance coverage on the facilities of the Tollway System that are of an insurable nature and to provide use and occupancy insurance covering loss of revenues by reason of interruptions in the use of facilities of the Tollway System. The current coverage expires April 1, 2019 and it is advisable to continue such coverage.

In 2014 Central Management Services (CMS) of Illinois entered into a master contract with Mesirow Insurance Services, Inc. to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged the services with the Insurance Broker to obtain proposals for Property Insurance Protection.

It is now in the best interest of the Tollway to enter into (i) an agreement with RSUI Indemnity Company to provide property insurance coverage for the bridges, structures, and certain other assets outside of the Tollway’s Central Administration Facility, as well as business interruption insurance for loss of tolls, and (ii) an agreement with Chubb Insurance Group to provide property insurance coverage for the Tollway’s Central Administration Facility.

The Consulting Engineers have certified to the Tollway that the amounts of said coverage are in accordance with the requirements of the Indenture.

Resolution

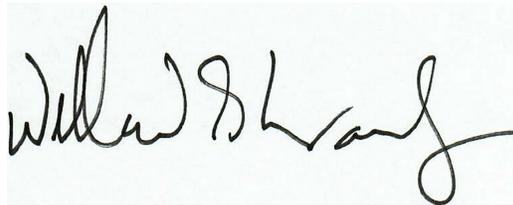
RSUI Indemnity Company’s offer to provide blanket property insurance coverage through Mesirow Insurance Services, Inc., for the period April 1, 2019 to March 31, 2020 for an annual premium of \$1,113,875.00 subject to adjustments

RESOLUTION NO. 21730

Resolution - Continued

based on additional facilities or a large increase in replacement cost, is approved. Chubb Insurance Group's offer to provide coverage of the Tollway's Central Administration Facility for the period of April 1, 2019 to March 31, 2020 for an annual premium of \$68,126.00 through Mesirow Insurance Services, Inc. (for a combined annual premium of \$1,182,001.00), subject to adjustments for additional facilities or changes in replacement cost, is approved.

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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21731

Background

The Illinois State Toll Highway Authority (the "Tollway") previously procured a Workers' Compensation Claim Administration Services (Contract No. 13-0115) from CorVel Enterprise Comp. Inc. for a period of five years with up to (2) two-year renewals options. The current contract expires on April 30, 2019.

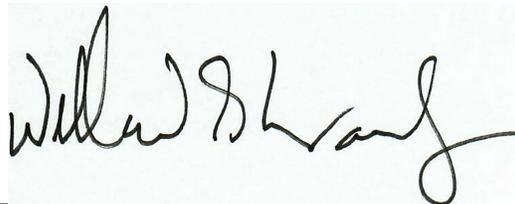
It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise a one-year renewal option to continue to maintain a self-funded workers' compensation program for the employees of the Tollway for the period of May 1, 2019 through April 30, 2020.

Resolution

The proposal from CorVel Enterprise Comp, Inc. is accepted for a one-year period commencing May 1, 2019 through April 30, 2020.

Contract No. 13-0115 is approved for \$103,350.00 for claim administration and administrative fees and \$46,650.00 in medical discount fees increasing the upper limit by \$150,000.00 from \$795,650.00 to \$945,650.00.

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, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

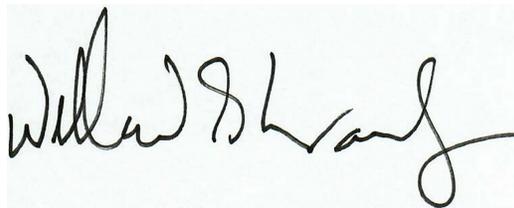
RESOLUTION NO. 21732

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring EMC Hardware, Software, Maintenance, Services, and Support through the Unified Procurement Program contract with SHI International Corp. (Tollway Contract No. 19-0002) for an upper limit of compensation not to exceed \$6,057,917.60. These goods and/or services are being obtained pursuant to Section 30 ILCS 525 of the Governmental Joint Purchasing Act.

Resolution

The utilization of the Unified Procurement Program contract for the purchase of EMC Hardware, Software, Maintenance, Services, and Support from SHI International Corp. is approved in an amount not to exceed \$6,057,917.60. 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

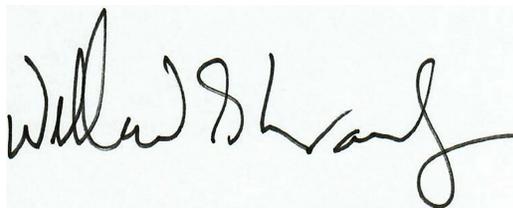
RESOLUTION NO. 21733

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Bulk Rock Salt through the Central Management Services ("CMS") master contract with Cargill, Inc.; Compass Minerals America, Inc.; and Morton Salt, Inc. (Tollway Contract No. 17-0143). 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. 17-0143 by an aggregate amount not to exceed \$600,000.00 for the purchase of additional Bulk Rock Salt. 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. 17-0143 for the purchase of additional Bulk Rock Salt from Cargill, Inc.; Compass Minerals America, Inc.; and Morton Salt, Inc. is approved in an aggregate amount not to exceed \$600,000.00 (increase from \$6,065,426.00 to \$6,665,426.00). 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

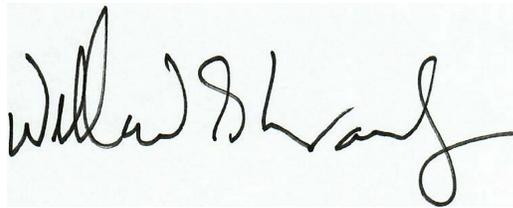
RESOLUTION NO. 21734

Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Miscellaneous Safety Supplies (Contract No. 16-0084) from Occupational Training & Supply, 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 \$105,000.00 for the purchase of additional Miscellaneous Safety Supplies.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 16-0084 for the purchase of additional Miscellaneous Safety Supplies from Occupational Training & Supply, Inc. is approved in an amount not to exceed \$105,000.00 (increase from \$55,140.67 to \$160,140.67). 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

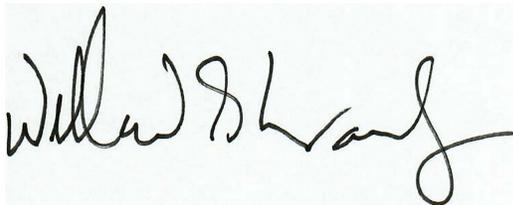
RESOLUTION NO. 21735

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Computer-Aided Dispatch System Software Upgrade and Associated Maintenance as a Sole Source Contract (No. 18-0057) from Infor Public Sector, Inc. for an upper limit of compensation not to exceed \$355,885.00. The Tollway is authorized to procure these goods and/or services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code which requires statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to Infor Public Sector, Inc. and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

The sole source quote from Infor Public Sector, Inc. for the purchase of Computer-Aided Dispatch System Software Upgrade and Associated Maintenance is accepted. Contract No. 18-0057 is approved in an amount not to exceed \$355,885.00. 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

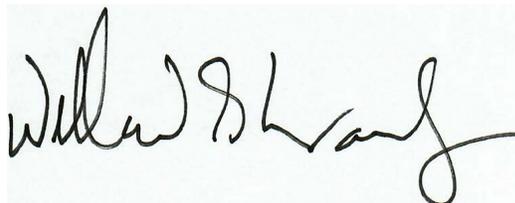
RESOLUTION NO. 21736

Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Out-of-State Registration Retrieval Services (Contract No. 18-0092). The Tollway is authorized to procure additional Out-of-State Registration Retrieval Services pursuant to Illinois Statute 30 ILCS 500/20-30, which requires this form of procurement to be published at least two weeks prior to entering into an emergency extension contract. The Tollway is currently working with the State’s Chief Procurement Officer for General Services on the emergency extension process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

Resolution

The emergency extension for the purchase of additional Out-of-State Registration Retrieval Services is accepted. Contract No. 18-0092 is approved in an amount not to exceed \$300,000.00 (increase from \$1,000,000.00 to \$1,300,000.00) and subject to successful completion of all legal and regulatory requirements to appropriately enter an Emergency Extension 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. 21737

Background

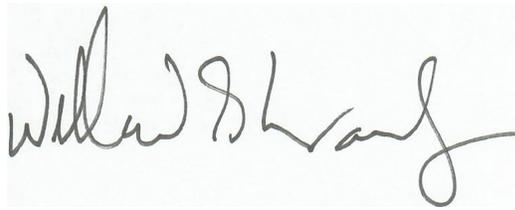
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4374 for Roadway and Bridge Reconstruction on the Tri-State Tollway Edens Spur (I-94) from Mile Post 29.0 (West of Union Pacific Railroad) to Mile Post 30.0 (Edens Expressway). The lowest responsible bidder on Contract No. I-18-4374 is Lorig Construction Company in the amount of \$37,892,153.97.

Resolution

Contract No. I-18-4374 is awarded to Lorig Construction Company in the amount of \$37,892,153.97, 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. 21738

Background

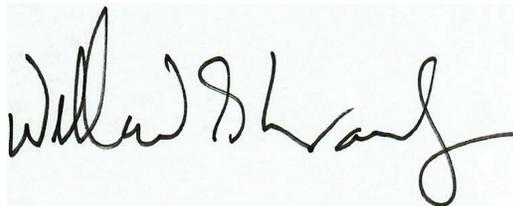
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4433 for Reconstruction and Widening on the I-57 Median North of the Tri-State Tollway (I-294). The lowest responsible bidder on Contract No. I-18-4433 is D. Construction, Inc. in the amount of \$18,753,146.12.

Resolution

Contract No. I-18-4433 is awarded to D. Construction, Inc. in the amount of \$18,753,146.12, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chairman

RESOLUTION NO. 21739

Background

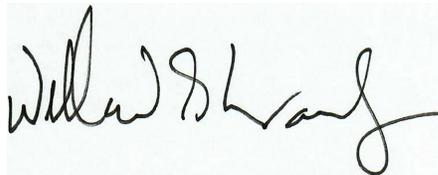
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-13-4117R for Roadway Reconstruction on the Reagan Memorial Tollway (I-88) at Mile Post 138.7 (Ramp N) and Tri-State Tollway (I-294) at Mile Post 29.1 (Ramp M). The lowest responsible bidder on Contract No. RR-13-4117R is Walsh Construction Company II, LLC in the amount of \$14,211,815.14.

Resolution

Contract No. RR-13-4117R is awarded to Walsh Construction Company II, LLC in the amount of \$14,211,815.14, 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. 21740

Background

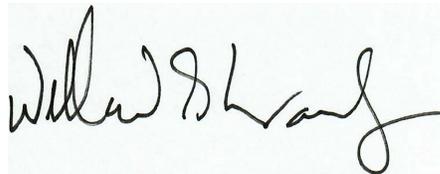
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4427 for Roadway and Bridge Rehabilitation, on the Tri-State Tollway (I-294) from Mile Post 37.85 to Mile Post 40.15. The lowest responsible bidder on Contract No. I-18-4427 is Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$55,391,651.16.

Resolution

Contract No. I-18-4427 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$55,391,651.16, 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. 21741

Background

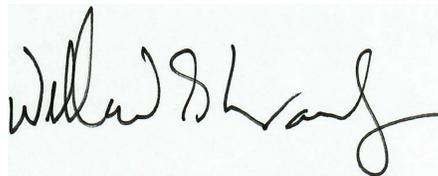
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4436 for Intelligent Transportation Systems (ITS) Devices Relocation Procurement of Fiber Optic Aerial Cables, Messenger Wire and Wood Poles on the Tri-State Tollway (I-294) from Mile Post 17.4 (95th Street) to Mile Post 33.5 (North Avenue/Lake Street). The lowest responsible bidder on Contract No. I-18-4436 is Hecker and Company, Inc. in the amount of \$868,198.00.

Resolution

Contract No. I-18-4436 is awarded to Hecker and Company, Inc. in the amount of \$868,198.00, 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. 21742

Background

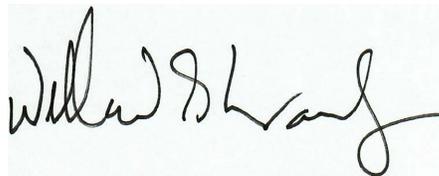
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4438 for Temporary Intelligent Transportation Systems (ITS) and Fiber Relocation on the Tri-State Tollway (I-294) from Mile Post 17.4 (95th Street) to Mile Post 33.5 (North Avenue/Lake Street). The lowest responsible bidder on Contract No. I-18-4438 is Aldridge Electric, Inc. in the amount of \$9,095,944.31.

Resolution

Contract No. I-18-4438 is awarded to Aldridge Electric, Inc. in the amount of \$9,095,944.31, 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. 21743

Background

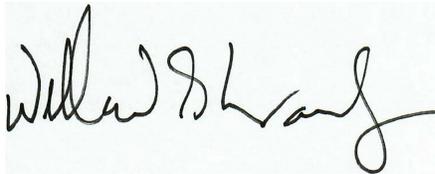
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-4439 for Bridge Rehabilitation on the Tri-State Tollway (I-294) from Mile Post 18.70 (Roberts Road) to Mile Post 39.25 (Canadian National Railroad). The lowest responsible bidder on Contract No. RR-18-4439 is Sumit Construction Company, Inc. in the amount of \$1,931,481.00.

Resolution

Contract No. RR-18-4439 is awarded to Sumit Construction Company, Inc. in the amount of \$1,931,481.00, 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. 21744

Background

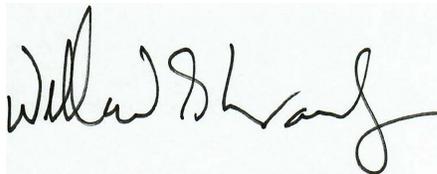
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-19-4452 for Building Removals, on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue). The lowest responsible bidder on Contract No. I-19-4452 is Schwartz Excavating, Inc. in the amount of \$1,103,340.93.

Resolution

Contract No. I-19-4452 is awarded to Schwartz Excavating, Inc. in the amount of \$1,103,340.93, 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. 21745

Background

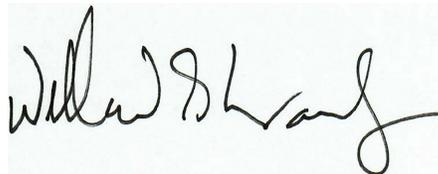
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-19-4453 for Building Removals, on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue). The lowest responsible bidder on Contract No. I-19-4453 is Fox Excavating, Inc. in the amount of \$1,103,271.00.

Resolution

Contract No. I-19-4453 is awarded to Fox Excavating, Inc. in the amount of \$1,103,271.00, 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. 21746

Background

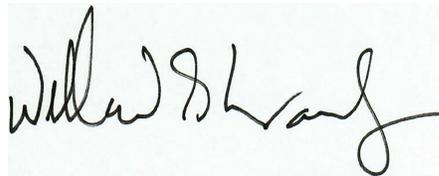
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-19-4454 for Property Maintenance, on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue). The lowest responsible bidder on Contract No. I-19-4454 is Western Remac, Inc. in the amount of \$1,104,928.75.

Resolution

Contract No. I-19-4454 is awarded to Western Remac, Inc. in the amount of \$1,104,928.75, 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. 21747

Background

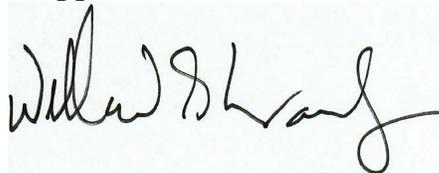
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-4447 for Miscellaneous Drainage & Environmental Repairs and Improvements on the Jane Addams Memorial Tollway (I-90) from Mile Post 15.45 (Business US 20) to Mile Post 73.10 (Elmhurst Road) (at the following locations Mile Post 15.45, Mile Post 22.44, Mile Post 22.56, Mile Post 34.50, Mile Post 59.55, Mile Post 59.70, Mile Post 65.33, and Mile Post 73.1). The lowest responsible bidder on Contract No. RR-18-4447 is Foundation Mechanics, LLC in the amount of \$723,227.00.

Resolution

Contract No. RR-18-4447 is awarded to Foundation Mechanics, LLC in the amount of \$723,227.00, 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. 21748

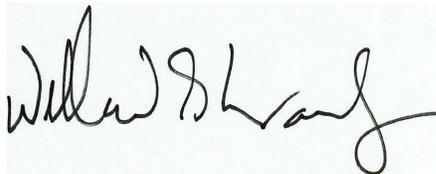
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Upon Request Services on the Tri-State Tollway (I-294) on Contract No. I-18-4424.

Terra Engineering, Ltd. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Terra Engineering, Ltd., to obtain Design Upon Request Services, for Contract No. I-18-4424 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21749

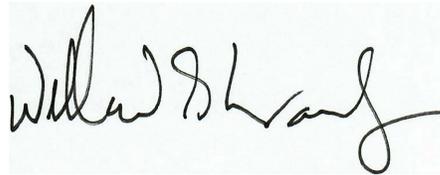
Background

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 20761 approved July 23, 2015, entered into an Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.) on Contract RR-14-4222 for Design Services, on the Tri-State Tollway (I-294) at Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge).

Per Tollway request, Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.) has submitted a proposal to provide Supplemental Design Services for Contract RR-14-4222, increasing the contract upper limit by \$330,402.58, from \$6,891,121.51 to \$7,221,524.09. It is necessary and in the best interest of the Tollway to accept the proposal from Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.).

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.) consistent with the aforementioned proposal to increase the contract upper limit by \$330,402.58, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21750

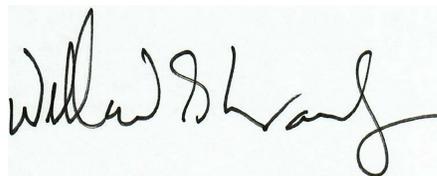
Background

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 21065 approved June 21, 2016, entered into an Agreement with Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. on Contract I-15-4656 for Design Services, on the North-South bypass of the Elgin O’Hare Western Access (EOWA) between the Tri-State Tollway (I-294) and Franklin Avenue/Green Street and on the Tri-State Tollway (I-294) from Mile Post 33.6 (North Avenue) to Mile Post 36.4 (Wolf Road).

Per Tollway request, Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract I-15-4656, increasing the contract upper limit by \$4,800,000.00, from \$24,442,011.52 to \$29,242,011.52. It is necessary and in the best interest of the Tollway to accept the proposal from Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Alfred Benesch & Co. / Christopher B. Burke Eng, Ltd. / Lin Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$4,800,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____
Chairman

RESOLUTION NO. 21751

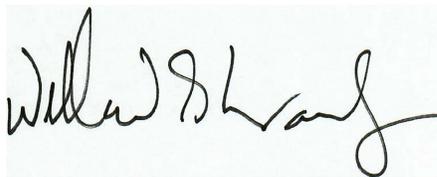
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21398 approved October 26, 2017, entered into an Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd. on Contract I-17-4303 for Design Services, on the Tri-State Tollway (I-294) from Mile Post 37.8 (O'Hare Oasis) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract I-17-4303, increasing the contract upper limit by \$530,000.00, from \$7,670,000.00 to \$8,200,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Gannett Fleming, Inc. (formerly Bowman, Barrett & Associates, Inc.)/Christopher B. Burke Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$530,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21752

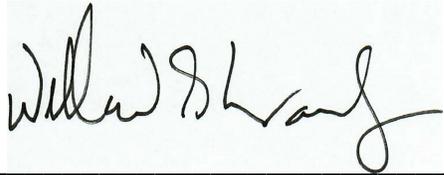
Background

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 21470 approved January 25, 2018, entered into an Agreement with GSG Consultants, Inc. on Contract RR-16-4281 for Construction Management Services on the Tri-State Tollway (I-294) at Mile Post 6.3 (159th Street).

Per Tollway request, GSG Consultants, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-16-4281, increasing the contract upper limit by \$533,776.95, from \$1,647,571.20 to \$2,181,348.15. It is necessary and in the best interest of the Tollway to accept the proposal from GSG Consultants, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with GSG Consultants, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$533,776.95, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21753
AMENDING RESOLUTION NO. 21724

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures up to \$115,000,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21607, as preceded by Resolutions 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942, 20771, 21607, 21699 and 21724 identified specific parcels that were required for Tollway purposes. Resolution 21724 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21724, identifies additional parcels and satisfies this requirement.

Resolution

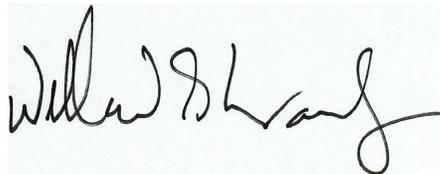
Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

RESOLUTION NO. 21753
AMENDING RESOLUTION NO. 21724

Resolution – Continued

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

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Attorney General, applicable state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition Unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$115,000,000.00.



Approved by: _____
Chairman

03/21/19

6.3/17

RESOLUTION NO. 21753
AMENDING RESOLUTION NO. 21724

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-36-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook

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

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-500-004, 18-28-200-028 18-28-200-033, 18-27-100-001, 18-28-200-030 18-28-400-004, 18-28-300-055, 18-28-400-006	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-055 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook
TW-3A-16-003	18-34-104-028	Cook
TW-3A-16-004	18-34-105-020	Cook
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191	Cook
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook

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

Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-009	18-34-102-003	Cook
TW-3A-16-011	18-34-102-011	Cook
TW-3A-16-007	18-34-105-001 & Rust Rail and Louis Drive	Cook
TW-5-16-067	18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003	Cook
TW-5-16-068	18-06-319-001, 18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002	Cook
TW-5-16-070	18-06-318-032	Cook
TW-6B-16-005	15-07-101-016	Cook
TW-7-16-062	12-16-115-032	Cook
TW-7-16-063	12-16-114-036	Cook
TW-7-16-064	12-16-114-037	Cook
TW-7-16-065	12-16-114-032	Cook
TW-7-16-066	12-16-113-021	Cook
TW-3B-16-017	18-28-102-006	Cook
TW-3B-16-018	18-28-102-005	Cook
TW-3B-16-019	18-28-102-023	Cook
TW-3B-16-020	THAT PART OF THE EXISTING MARIDON ROAD RIGHT OF WAY AS DEDICATED ON GREGOR'S SUBDIVISION PLAT, RECORDED SEPTEMBER 8, 1952 AS DOCUMENT NUMBER 15430017, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 1027.90 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-021	18-28-102-021	Cook
TW-3B-16-022	18-28-102-020	Cook

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-023	18-29-205-016	Cook
TW-3B-16-024	18-29-205-015	Cook
TW-5-16-059	18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011	Cook
TW-7-16-002	03-25-409-001, 03-25-409-002	DuPage
TW-7-16-003	03-25-400-004	DuPage
TW-7-16-004	03-25-400-006	DuPage
TW-7-16-054	12-16-307-029	Cook
TW-7-16-057	12-16-312-018	Cook
TW-7-16-060	12-16-115-023, 12-16-115-025	Cook
TW-7-16-067	12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024	Cook
TW-7-16-068	12-16-205-023, 12-16-111-049	Cook
TW-7-16-071	12-16-205-019	Cook
TW-7-16-077	12-16-203-024	Cook
TW-7-16-053	12-16-307-041	Cook
TW-7-16-055	12-16-307-028	Cook
TW-7-16-059	12-16-111-048, 12-16-205-024	Cook
TW-7-16-078	THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103	Cook
TW-7-16-079	THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059	Cook
TW-7-16-080	THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643	Cook

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook
TW-7-16-045	12-30-301-034	Cook
TW-5-16-011	18-19-102-014	Cook
TW-5-16-012	18-19-102-013	Cook
TW-5-16-013	18-19-102-012	Cook
TW-5-16-014	18-19-102-011	Cook
TW-5-16-015	18-19-102-016	Cook

ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-072	08-35-109-012	Cook
TW-3A-16-081	23-01-106-012	Cook
TW-5-16-137	18-18-304-018	Cook
TW-5-16-139	18-19-102-015	Cook
TW-5-16-140	18-18-304-017	Cook
TW-6B-16-002	15-07-104-015	Cook
TW-6B-16-004	15-07-104-004	Cook
TW-6B-16-008	15-06-303-024	Cook
TW-7-16-043	12-20-300-054, 12-20-300-055	Cook
TW-7-16-056	12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032	Cook
TW-7-16-069	12-16-205-021	Cook

RESOLUTION NO. 21754
AMENDING RESOLUTION NO. 21540

Background

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O’Hare Western Access Project, Project No. I-11-4011. Resolution 21540, as preceded by Resolutions 21429, 21305, 21209, 21171,21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 21540 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O’Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21540, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit “A” (“Identified Parcels”) which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway’s Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation,

RESOLUTION NO. 21754
AMENDING RESOLUTION NO. 21540

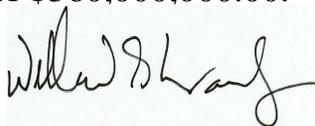
Resolution – Continued

damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

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

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Attorney General, applicable state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by: _____



Chairman

03/21/19

6.3/18

RESOLUTION NO. 21754
AMENDING RESOLUTION NO. 21540

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-2D-16-005	03-11-404-004, 03-11-404-022, 03-11-404-025	DuPage
WA-3D-12-012	08-36-101-012 08-36-102-012, 08-36-102-04	Cook
EO-1B-12-938	THAT PART OF THE NORTH 50 FEET OF LOTS 23 AND 24 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 14, RECORDED JULY 15, 1946 AS DOCUMENT NUMBER 502063; PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
TW-7-12-036	15-06-100-034	Cook
WA-1D-12-039	12-19-100-031, 12-19-100-043	Cook
WA-1D-12-901	12-19-100-037	Cook
WA-3D-12-085	08-25-500-001, 08-36-500-002	Cook
Elgin O'Hare Western Access		ADDED IDENTIFIED PARCELS
Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7B-12-009	08-25-202-005, 08-25-203-005	Cook

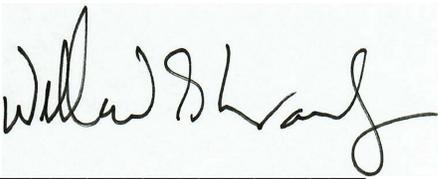
RESOLUTION NO. 21755

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 Willow Springs (“Village”). The Tollway is working in partnership with the Village to address matters related to rehabilitation and reconstruction of the Central Tri-State, including widening and reconstruction of the Mile Long Bridge (Project). The Tollway will be utilizing Village roadways for construction of the Mile Long Bridge and as well as a detention pond adjacent to Village jurisdictional roadway Rust Trail. The Tollway will restore Village roadways to existing or better condition following construction. The Village will accept future maintenance responsibilities of the detention pond constructed as part of the Project.

Resolution

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

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF WILLOW SPRINGS**

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure the safety of the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue (hereinafter sometimes referred to as "Toll Highway"), by including within the ILLINOIS TOLLWAY construction and design contract(s), Design Contracts RR-14-4221 and I-17-4304, and multiple Construction Contracts, including but not limited to I-18-4430 and I-18-4431 (hereinafter referred to as the "PROJECT"); and

WHEREAS, congestion relief, improved drainage, access, and freight have been identified by the I-294 Corridor Planning council as top priorities for the Tri-State Corridor, and the ILLINOIS TOLLWAY intends to address these issues by making the following improvements:

Widening and reconstruction of the Mile Long Bridge structures (Illinois Tollway Structure Numbers 191 and 192) and the LaGrange Road Bridges (Illinois Tollway Structure Numbers 183 and 184), mainline pavement widening and reconstruction, partial reconstruction of the 75th Street interchange, relocation of an Archer Interchange ramp, construction of retaining walls and noise walls, construction of detention basins and demolition of existing bridges. Other work in the PROJECT includes guardrail removal and replacement, earth excavation and embankment, drainage improvements, erosion and sediment control, roadway lighting, Intelligent Transportation Systems (ITS) improvements, maintenance of traffic, utility relocation and restoration of LaGrange Road, local roads (Willow Boulevard, and utilized portions of Blackstone Avenue, Beverly Lane, and Rust Trail), and trails (John Husar Trail) used for staging and construction access; and

WHEREAS, the ILLINOIS TOLLWAY is milling, and resurfacing a portion of Willow Boulevard between Illinois Route 171 and the John Husar Trail driveway in accordance with the PROJECT plans and specifications. ("Exhibit A" attached); and

WHEREAS, if the ILLINOIS TOLLWAY's contractor utilizes the local road network for retaining wall and I-294 construction, the ILLINOIS TOLLWAY will mill and resurface the portions utilized of Blackstone Avenue from Beverley Lane east to the end of Rust Trail and Beverley Lane between Illinois Route 171 (Archer Avenue) and Blackstone Avenue in accordance with the PROJECT plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing a detention pond with approximately 3.0 acre-feet of capacity and three culverts with the associated end sections adjacent to Rust Trail which outlets into the I&M Canal. ("Exhibit B" attached); and

WHEREAS, the VILLAGE, through this document, will maintain the detention pond and three culverts with the associated end sections adjacent to Rust Trail; and

WHEREAS, the VILLAGE will waive any working hour restrictions during construction of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way acquisition, 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 VILLAGE by virtue of its powers as set forth in the "Illinois Municipal Code" 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.

- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained facilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean that the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained facilities. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. 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 the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force accounts (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all permits, rights-of-access (ingress and egress), temporary use of its property and right-of-way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY and the VILLAGE executed a separate Intergovernmental Agreement for property interests and easements related to the PROJECT, as authorized by VILLAGE Ordinances 2018-O-38, 2018-O-39, and 2018-O-40. Any permit for right-of-access or temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The right-of-way necessary to construct the detention pond includes a temporary easement and two partial parcels, and has been conveyed by the VILLAGE to the ILLINOIS TOLLWAY by separate Intergovernmental Agreement as referenced above in Section I., Paragraph F. of this AGREEMENT.
- B. In the event, the ILLINOIS TOLLWAY identifies additional areas of the VILLAGE's right-of-way temporarily needed for the ILLINOIS TOLLWAY to enter, access and

use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or better" than preconstruction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE.

- C. Easements transferred to the ILLINOIS TOLLWAY will be at no cost to the ILLINOIS TOLLWAY. Furthermore the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of "Right-Of-Way Cost" as addressed in Section V of this AGREEMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights-of-way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of the PROJECT improvements.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights-of-way.
- D. At all locations where utilities are located on VILLAGE rights-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to either reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted or include the utility relocation work in the PROJECT.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain necessary permits, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The ILLINOIS TOLLWAY will mill, and resurface (2 inches) Willow Boulevard at the end of construction as further detailed in the PROJECT plans and specifications. See attached Exhibit A for details.
- C. If the ILLINOIS TOLLWAY's contractor utilizes the local road network for retaining wall and I-294 construction, the ILLINOIS TOLLWAY will mill and resurface (2 inches) the portions utilized of Blackstone Avenue from Beverley Lane east to the end of Rust Trail and Beverley Lane between Illinois Route 171 (Archer Avenue) and Blackstone Avenue at the end of construction as further detailed in the PROJECT plans and specifications.
- D. The ILLINOIS TOLLWAY will construct the detention pond and outlet pipes adjacent to Rust Trail during the PROJECT.
- E. The ILLINOIS TOLLWAY will alter the end of Rust Trial Drive adjacent to Parcel TW-3A-16-005 as a result of the PROJECT.
- F. To the extent applicable, the VILLAGE will waive any work-hour restrictions during construction of the PROJECT.
- G. The ILLINOIS TOLLWAY will utilize VILLAGE local roads for construction of the detention pond adjacent to Rust Trail and the Mile Long Bridge structures.
- H. The ILLINOIS TOLLWAY shall the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, construction engineering and construction costs.
- B. Either the VILLAGE 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, in the opinion of the Chief Engineering Officer of the ILLINOIS TOLLWAY will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "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.
 - 3. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
 - 4. 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.

5. 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.
6. 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.
7. 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.
8. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
9. 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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the VILLAGE shall retain jurisdiction and maintenance responsibilities for Willow Boulevard and Rust Trail Drive in their entirety.
- B. The VILLAGE has all maintenance responsibility as to the following:
 1. All drainage facilities on VILLAGE right-of-way which drain VILLAGE facilities and all detention improvements including the detention pond with approximately 3.0 acre-feet of capacity, the three culverts and the associated end sections adjacent to Rust Trail which are located off VILLAGE right-of-way.

2. The VILLAGE will not modify the grading at the detention pond or the culvert end sections adjacent to Rust Trail as part of their maintenance responsibilities.

3. All drainage facilities carrying exclusively VILLAGE drainage.

C. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:

1. All remaining portions of the ILLINOIS TOLLWAY right-of-way, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge drainage, bridge slope walls and embankments.

2. All bridge drainage to a point where it connects to an existing system;

3. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.

B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right-of-way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY will be granted, at no cost to the ILLINOIS TOLLWAY, rights of access from VILLAGE right-of-way for maintenance of the bridge elements, ITS facilities, fire protection system, lighting, drainage and related facilities.

D. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the VILLAGE and the ILLINOIS TOLLWAY.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294 (Tri-State Tollway). The VILLAGE shall retain jurisdiction of Willow Boulevard and Rust Trail traversed or affected by I-294 (Tri-State Tollway except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT, including exhibits and items that may be incorporated by reference, constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably denied, delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Administrator shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT, or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's facilities, or a dispute concerning the plans and specifications for the VILLAGE's facilities, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Administrator shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's facilities, the decision of the VILLAGE's Administrator shall be final so long as that decision, in the opinion of the Chief Engineering Officer of the ILLINOIS

TOLLWAY, does not delay delivery of the PROJECT and is not detrimental to the maintenance and operation of the Toll Highway.

- H. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- I. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- O. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES 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, the VILLAGE auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
- P. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The

VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

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

To the VILLAGE: The Village of Willow Springs
One Village Circle
Willow Springs, IL
Attn: Mayor John M. Carpino

- R. The VILLAGE certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- S. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE VILLAGE OF WILLOW SPRINGS

By: _____
John M. Carpino
Mayor

Attest: _____

(Please Print Name)

Date: _____

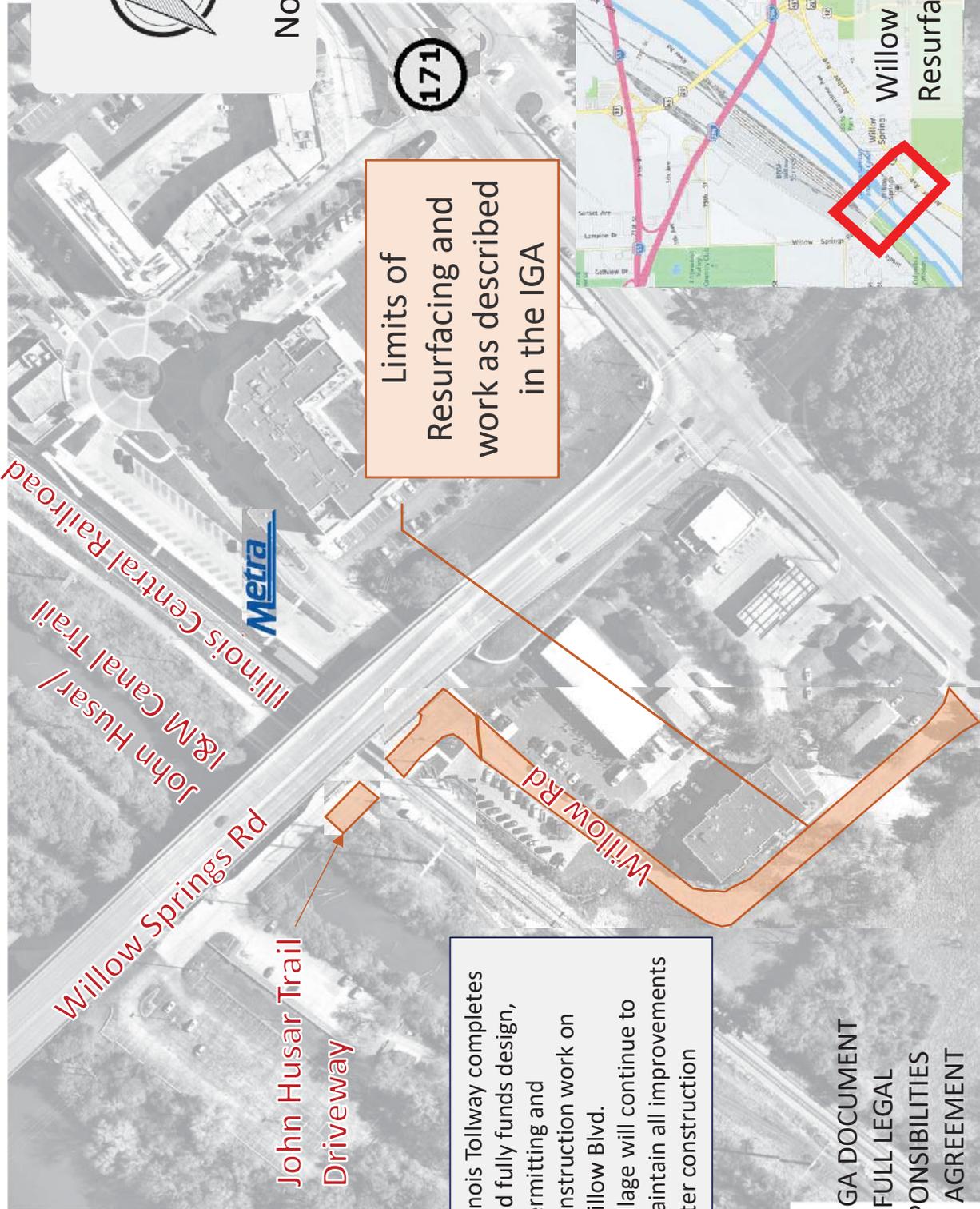
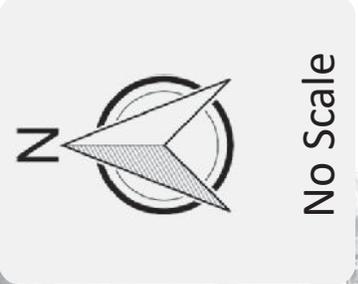
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

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



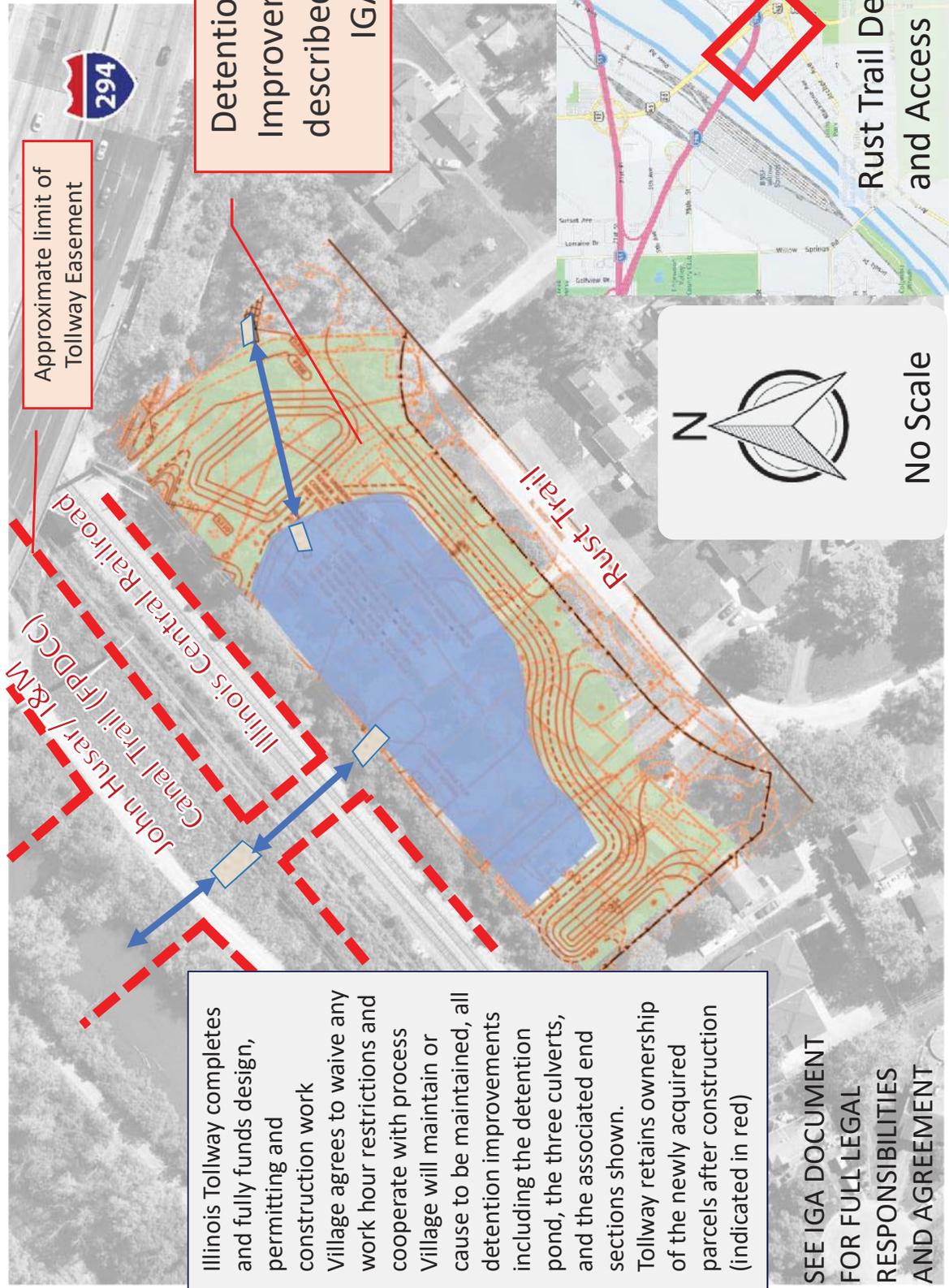
Limits of Resurfacing and work as described in the IGA



- Illinois Tollway completes and fully funds design, permitting and construction work on Willow Blvd.
- Village will continue to maintain all improvements after construction

SEE IGA DOCUMENT FOR FULL LEGAL RESPONSIBILITIES AND AGREEMENT





- Illinois Tollway completes and fully funds design, permitting and construction work
- Village agrees to waive any work hour restrictions and cooperate with process
- Village will maintain or cause to be maintained, all detention improvements including the detention pond, the three culverts, and the associated end sections shown.
- Tollway retains ownership of the newly acquired parcels after construction (indicated in red)

SEE IGA DOCUMENT FOR FULL LEGAL RESPONSIBILITIES AND AGREEMENT

Detention Pond Improvement as described in the IGA

Approximate limit of Tollway Easement

N

No Scale



Rust Trail Detention and Access

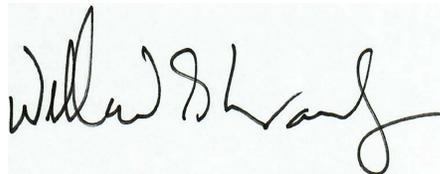
RESOLUTION NO. 21756

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 Hodgkins (“Village”). The Tollway is working in partnership with the Village to address matters related to rehabilitation and reconstruction of the Central Tri-State, including widening and reconstruction of the Mile Long Bridge (Project). The Tollway is acquiring a permanent easement to a Village owned parcel needed to construct and maintain the Mile Long Bridge. Additionally, the Tollway will be modifying Village storm water drainage, and utilizing Village roadways for Mile Long Bridge construction. Compensation for the permanent easement, allowing for modification to Village storm water drainage and use of Village roadways for construction is \$175,000.00 The Tollway will restore Village roadways to existing or better condition following construction.

Resolution

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



Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF HODGKINS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HODGKINS, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Tri-State Tollway "I-294" from 95th Street to Balmoral Avenue (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY contract(s) including but not limited to Design Contract RR-14-4221, and Construction Contracts I-18-4430 and I-18-4431 (hereinafter referred to as the "PROJECT").

WHEREAS, the I-294 Corridor Planning council identified improving congestion, access, freight and drainage as top priorities for the Tri-State Corridor.

WHEREAS, the ILLINOIS TOLLWAY will make the following improvements:

Widening and reconstruction of the Mile Long Bridge structures (Illinois Tollway Structure Numbers 191 and 192) and the LaGrange Road Bridge structures (Illinois Tollway Structure Numbers 183 and 184), mainline pavement widening and reconstruction, partial reconstruction of the 75th Street interchange, demolition of an Archer Avenue interchange ramp, construction of retaining walls and noise walls, construction of detention basins and demolition of existing bridges. Additional PROJECT work includes guardrail removal and replacement, earth excavation and embankment, drainage improvements, erosion and sediment control, roadway lighting, Intelligent Transportation Systems ("ITS") improvements, maintenance of traffic, utility relocation, restoration of LaGrange Road, local roads (Santa Fe Drive and Rust Trail) and trails (John Husar Trail) used for staging and construction access; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is cleaning existing ditches, replacing and upsizing storm sewer on the south side of Santa Fe Drive, replacing approximately 375 feet of 14-inch watermain adjacent to Santa Fe Drive, and resurfacing a portion of Santa Fe Drive at the Mile Long Bridge construction limits in accordance with the PROJECT plans and specifications; and

WHEREAS, the VILLAGE owns in fee parcel TW-3B-16-007 as shown in the attached "Exhibit A" (the "PARCEL"); and

WHEREAS, the ILLINOIS TOLLWAY wishes to acquire a permanent easement for the PARCEL to construct and maintain the proposed Mile Long Bridge improvement, associated lighting and ITS equipment; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.

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

- C. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- D. 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 the overall PROJECT responsibility.
- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access or temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT, pursuant to the plans and specifications. The parcel plats and legal descriptions shall be provided to the VILLAGE for their acquisition of easement reservations from private property owners.
- B. The transfer of property interests between the PARTIES for this PROJECT will be required. The transfer of interests in land deemed necessary for the future maintenance and operation of the PARTIES respective facilities may also be required. Therefore, it is understood by the PARTIES hereto that this AGREEMENT will serve to facilitate the exchange of those interests. The VILLAGE will assign other necessary easement rights within the PARCEL.
- C. If during the construction of the PROJECT it becomes necessary for the ILLINOIS TOLLWAY to enter upon and temporarily use lands owned by the VILLAGE, then permission for the temporary use, entry and subsequent restoration will not be unreasonably denied, withheld or delayed by the VILLAGE. This permission will be granted with waiver of all fees and free of any consideration.
- D. Easements transferred to the ILLINOIS TOLLWAY will be at no cost to the ILLINOIS TOLLWAY. Furthermore the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of "Right-Of-Way Cost" as addressed in Section V of this AGREEMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of the PROJECT improvements.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to either reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted or include the utility relocation work in the PROJECT.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. Temporary closures of Santa Fe Drive for construction will occur during mutually agreeable work windows provided by the VILLAGE.
- C. The ILLINOIS TOLLWAY will resurface Santa Fe Drive and restore to conditions as good or better that existed prior to construction located within the limits of ILLINOIS TOLLWAY Easement within the PARCEL and as further detailed in the PROJECT plans and specifications.
- D. The ILLINOIS TOLLWAY will replace and upsize the existing storm sewer along the east side of Santa Fe Drive located within the VILLAGE utility

easements along Santa Fe Drive. This work will include sewer replacement across Santa Fe Drive to connect with the ditch located between the buildings commonly known as 7300 Santa Fe Drive, and 7440 Santa Fe Drive. Upon completion of the storm sewer replacement work, the roadway above will be patched to match the existing pavement structure.

- E. The ILLINOIS TOLLWAY will remove and replace approximately 375 feet of 14 inch water main along Santa Fe Drive located within the VILLAGE right-of-way, including installation of two fire hydrants. The replaced water main will run from the intersection of 75th Street and Santa Fe Drive northward along Santa Fe Drive for approximately 375 feet. The ILLINOIS TOLLWAY will obtain all necessary permits to complete the work, which will necessitate temporary or partial closures of Santa Fe Drive to be coordinated with the VILLAGE. Upon completion of the watermain replacement work, the roadway above will be patched to match the existing pavement structure.
- F. The ILLINOIS TOLLWAY will clean the ditches during the PROJECT within the VILLAGE parcels listed in this AGREEMENT. Maintenance of these ditches will remain the responsibility of the VILLAGE or private property owners after the PROJECT is complete.
- G. The VILLAGE will waive any working hour restrictions during construction of PROJECT.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs.
- B. Either the VILLAGE 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, in the opinion of the Chief Engineering Officer of the ILLINOIS TOLLWAY will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- C. In exchange for the VILLAGE's PROJECT assistance including the use of VILLAGE PARCEL easements and for modifications to the VILLAGE's storm water drainage system the ILLINOIS TOLLWAY will compensate the VILLAGE \$175,000.00 to be utilized for VILLAGE drainage improvements within proximity of the PROJECT.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - D. "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.
 - E. "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.
 - F. "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.
 - G. "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.
 - H. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident

restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- N. 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.
- O. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

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

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

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

VII. MAINTENANCE - RESPONSIBILITIES

A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the VILLAGE shall retain jurisdiction and maintenance responsibilities for 75th Street and Santa Fe Drive in their entirety. The PARTIES' maintenance responsibilities are further detailed in the Intergovernmental Agreement executed on July 13, 1992 which, for the purposes of defining respective maintenance responsibilities is incorporated herein for reference only.

B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph 5 above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
--------------------------	------------------

Type 1	Tri-State Tollway (I-294) over Santa Fe Drive
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C. Type 1 - ILLINOIS TOLLWAY Right of Way over a Local Road

1. The VILLAGE has all maintenance responsibility as to the following:

- a. All VILLAGE right of way, including the PARCEL, highway roadways, guardrail and other protective devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
- b. All drainage facilities on VILLAGE right of way which drain VILLAGE facilities
- c. All VILLAGE traffic signals, including related energy charges;
- d. All lighting along 75th Street, including related energy charges;
- e. All VILLAGE water utility facilities, including water hydrants, on VILLAGE right-of-way.

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
 - a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, embankments, abutments, and piers;
 - b. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - c. All fire protection system elements installed for the bridge excluding the VILLAGE maintained fire hydrants connected with the VILLAGE watermain.
 - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - e. All drainage facilities constructed as part of this PROJECT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY will be granted rights of access for maintenance of the bridge elements, ITS facilities, fire protection system, lighting, and related facilities.
- C. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.

- D. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the VILLAGE and the ILLINOIS TOLLWAY.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The VILLAGE shall retain jurisdiction of Santa Fe Drive and 75th Street traversed or affected by I-294 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT, including exhibits and items that may be incorporated by reference, constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably denied, delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT, or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

- G. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's facilities, or a dispute concerning the plans and specifications for the VILLAGE's facilities, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's facilities, the decision of the VILLAGE's Engineer shall be final so long as that decision, in the opinion of the Chief Engineering Officer of the ILLINOIS TOLLWAY, does not delay delivery of the PROJECT and is not detrimental to the maintenance and operation of the Toll Highway.
- 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- M. The VILLAGE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the VILLAGE for a period of 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.
- N. The VILLAGE recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters

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

THE VILLAGE OF HODGKINS

By: _____
Noel B. Cummings
President

Attest: _____

Date: _____

(Please Print Name)

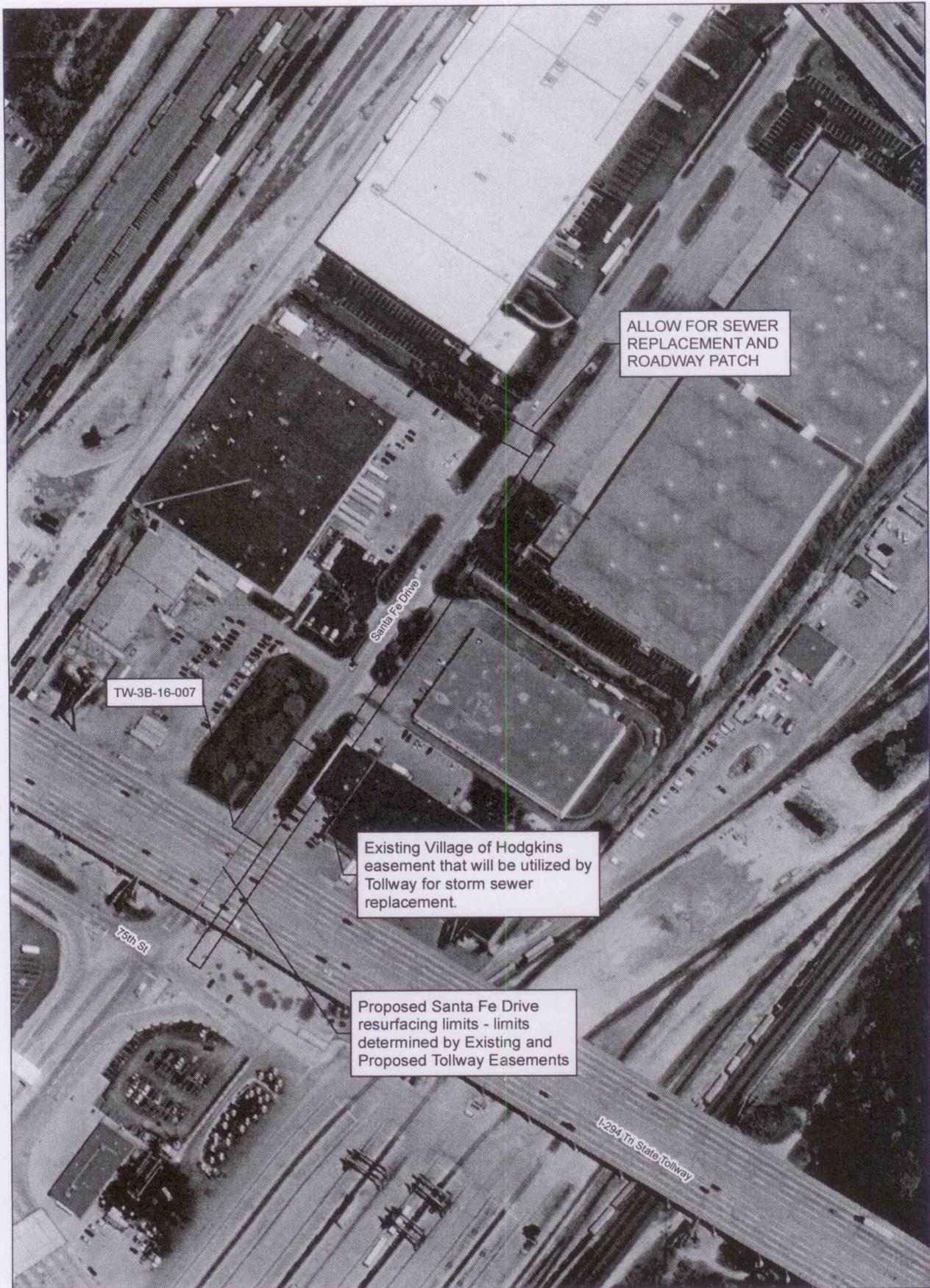
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

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



ALLOW FOR SEWER REPLACEMENT AND ROADWAY PATCH

TW-3B-16-007

Existing Village of Hodgkins easement that will be utilized by Tollway for storm sewer replacement.

Proposed Santa Fe Drive resurfacing limits - limits determined by Existing and Proposed Tollway Easements



Central Tri-State Project
8/24/2018



VILLAGE OF HODGKINS

IGA EXHIBIT

12/14/2018

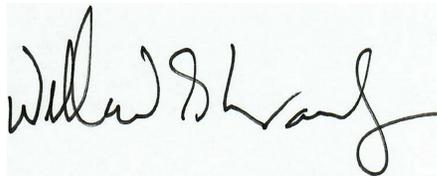
RESOLUTION NO. 21757

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to ratify an Intergovernmental Agreement previously executed with the Illinois Environmental Protection Agency (“IEPA”). This expenditure is required for the IEPA to perform an expedited review of a CWA 401 Water Quality Certification permit application submitted by the Tollway for the Central Tri-State Rehabilitation and Reconstruction project. Pursuant to 30 ILCS 500/20-30 and Section 1.2030 of the Central Management Services (“CMS”) Procurement Rules (emergency purchase), it was necessary and in the best interest of the Tollway to request an expedited application review at a cost of \$40,000 due to exigent circumstances that would have seriously delayed the I-294 projects. This payment has been made through allowable direct costs to a Tollway consultant.

Resolution

The actions of the Chief Engineering Officer and the Acting General Counsel to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority, and the Illinois Environmental Protection Agency in the form attached to this Resolution are ratified. The Executive Director’s execution of said agreement is ratified and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

AGREEMENT FOR EXPEDITED REVIEW OF PERMIT APPLICATION

The Illinois Environmental Protection Agency (“Agency”) and Illinois State Toll Highway Authority, having its principal place of business at 2700 Ogden Avenue, Downers Grove (“Applicant”), enter into and execute this Agreement for Expedited Review of Permit Application (“Agreement”) submitted by and hereby agree as follows:

SECTION 1 AUTHORITY:

This Agreement is entered into pursuant to Section 39.14 of the Environmental Protection Act (“Act”), 415 ILCS 5/39.14, and is subject to the laws of the State of Illinois.

SECTION 2 ENTIRE AGREEMENT:

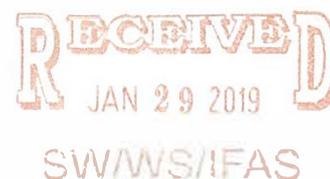
This document contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party, orally or in writing, that are not contained in this written Agreement are valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

SECTION 3 PERMIT APPLICATION:

Activity Location: Chicago
Application Type: CWA § 401 Water Quality Certification
Log No.: C-0086-18
Date Received: June 1, 2018
Description: Tri-State Tollway (I-294) Roadway Improvements

SECTION 4 EXPEDITED REVIEW:

- A. The Agency agrees to perform the required administrative and technical review of Applicant’s permit application described in Section 3 (“Application”) as necessary for processing any similar application.
- B. The Agency agrees to take an Action on the Application by granting, denying or waiving the 401 certification application (hereinafter “Action” or “an Action”) within 90 calendar days from the date this agreement is fully executed, the date the Agency has received the permit application or the date the Agency receives the expedited permit fee payment specified in Section 6, whichever is latest, subject to tolling as provided in Section 5.
- C. Applicant hereby agrees to toll any time period for Agency Action on the Application that is set forth in the Act or Board rules. Tolling shall begin on the date this Agreement is fully executed, the date the Agency has received the permit application or the date the Agency receives the expedited permit fee payment



specified in Section 6, whichever is latest. Any time period tolled under this subsection (C) shall resume upon termination of this Agreement. While this Agreement may establish a different review time for the Application than otherwise set forth in the Act or Board rules, this Agreement is not intended to create any right to automatic approval of the Application upon the Agency's failure to meet the expedited review time frame.

- D. The Agency's review of the Application within the time frame set forth in paragraph B shall be known as "Expedited Review." This Agreement addresses only Expedited Review of the Application and does not create any other right or obligation for either party.
- E. The Expedited Review shall be of the Application as described in Section 3. In the Agency's discretion, changes to the Application may necessitate changes to this Agreement.
- F. The Agency's Action on the Application does not affect the Applicant's obligations and responsibilities under this Agreement, including but not limited to, the payment of the fee specified in Section 6.

SECTION 5 TOLLING OF EXPEDITED REVIEW:

- A. The period of time set forth in Section 4 will be tolled during any period of time the Agency is waiting for the Applicant or any other party to provide information necessary for the Agency to complete its Expedited Review. The date the Agency requests necessary information in writing from the Applicant or from any other party shall be the date tolling of the time period set forth in Section 4 begins. The time period set forth in Section 4 shall resume when the Agency receives the requested information. The Agency's record of the date of receipt shall be deemed conclusive unless a contrary date is proved by a dated, signed receipt from the Agency or certified or registered mail.
- B. If the Agency sends the Applicant a notice of intention to terminate pursuant to Section 7, the time period set forth in Section 4 will be tolled until the Applicant corrects the deficiencies identified in the notice, unless the Agency elects to terminate this Agreement.
- C. If a public hearing is held in the course of the Agency's review of the Application, the time period set forth in Section 4 will be tolled, beginning when notice for the public hearing is published and resuming after the Agency has received a complete response to concerns raised during the public hearing as provided by the Agency.
- D. The Agency will document when a tolling period begins, the reason(s) the time period in Section 4 is being tolled and when the tolling period ends. The Agency will provide the Applicant a copy of this documentation upon request.

SECTION 6 FEES:

The Applicant agrees to pay the Agency an expedited permit fee in the amount of \$40,000. Payment must be made by check or money order, in the amount of \$40,000 made payable to the "Illinois EPA." The expedited permit fee is in addition to any other costs or fees required by the Act or Board rules, including, but not limited to, standard permit fees, initial permit fees, recurring permit fees, and annual permit fees. The expedited permit fee shall be submitted to the Agency after the contract has been fully executed by both parties and no later than 7 calendar days from the execution date.

The Agency may, at its discretion, accept a method of payment different than stated above.

SECTION 7 TERMINATION:

- A. The Applicant may terminate this Agreement at any time. To terminate this Agreement, the Applicant must submit written notification of termination to the Agency. The termination shall take effect on the date the Agency receives the notification. When the Applicant terminates this Agreement, the Applicant waives any and all right to seek reimbursement or refund of the expedited permit fee paid pursuant to Section 6.

- B. The Agency may terminate this Agreement for the following reasons.
 - 1. After requested by the Agency, the Applicant fails to provide information the Agency deems necessary to complete the Expedited Review.
 - 2. A third party fails to provide information to the Agency that the Agency deems necessary to the completion of the Expedited Review.
 - 3. The Applicant fails to correct deficiencies in the Application as identified by the Agency.
 - 4. The Applicant's modification of the Application causes the Agency to be unable to take an Action within the time period set forth in Section 4.
 - 5. The Applicant fails to pay the fee provided in Section 6, or the payment of the fee is drawn from an account with insufficient funds to cover the fee amount specified in Section 6.
 - 6. The Applicant fails to pay other fees or costs as required by the Act or Board rules.
 - 7. The Agency no longer has the resources available to take Action on the Application within the time period set forth in Section 4.

Prior to terminating this Agreement, the Agency shall notify the applicant in writing of its intention to terminate and the reasons for the termination. When possible, the Agency shall provide the applicant with a reasonable opportunity to correct the reasons for the termination. If deficiencies remain uncorrected after the time period specified by the Agency, the Agency may proceed with termination of this Agreement. The Agency must provide the Applicant with written notification of termination that includes the reasons for the termination. The notice shall be provided by certified or registered mail postmarked with a date stamp and with return receipt requested. Termination of the Agreement shall take effect on the date the notification of termination is postmarked.

SECTION 8 AMENDMENTS:

This Agreement may be modified by written agreement between the Agency and the Applicant. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Agency or Applicant unless made in writing and duly signed by both parties. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision.

SECTION 9 REFUNDS:

The Applicant waives all rights to a refund from the Agency of any fee paid under Section 6 except as provided in this Section. Any refund to the Applicant shall not exceed the fee amount in Section 6 and shall not accrue interest.

- A. Termination by Agency. If the Agency terminates this Agreement pursuant to subsection 7(B)(7), the Agency will refund the entire fee paid under Section 6 to the Applicant. The Applicant is not entitled to a refund of the fee paid under Section 6 if the Agency terminates this Agreement for the reasons set forth in subsections 7(B)(1)-(6).
- B. Late Action. If the Agency takes an Action on the Application, but fails to take this Action within the time period set forth in Section 4, taking into account the tolling in Section 5, the Applicant shall be entitled to a refund of the expedited permit fee paid under Section 6 on a prorated basis. The refund shall be calculated as follows.

$$Refund = \frac{Expedited\ Permit\ Fee}{90} \times \left(\frac{Number\ of\ Days\ Past}{Expedited\ Review\ Deadline} \right)$$

The parties agree that the Applicant will not receive a refund if the Agency's failure to take Action on the permit application within the time period specified in Section 4 was due to a force majeure.

SECTION 10 DISPUTES:

Disputes relating to performance of this Agreement that are not resolved by the parties shall be decided by the Director of the Agency, or his or her authorized representative, who shall render a decision in writing. This decision shall be furnished to the Applicant by mail, electronic mail, facsimile, personal service, or by similar means. The decision of the Director shall be final and conclusive.

SECTION 11 INDEMNIFICATION AND LIABILITY:

The Applicant agrees to defend, indemnify and hold harmless the State, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable in-house and contracted attorney's fees and expenses, caused by, arising out of or occurring in connection with any breach or violation of this Agreement, or any Agency Action taken on the permit application specified in Section 3.

SECTION 12 SEVERABILITY:

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be fully severable, and this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision had never been part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

SECTION 13 NOTICE:

Notices and other communications provided for herein, unless otherwise specified, shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, FedEx or other similar and reliable carrier), by e-mail or by fax showing the date and time of successful receipt. By giving notice, either Party may change the contact information. Notice shall be sent to following persons:

Agency Contact

Darin E. LeCrone, P.E.
Manager, Industrial Unit, Permit Section
Division of Water Pollution Control
Illinois EPA, Bureau of Water
1021 N. Grand Avenue East
Springfield, IL 62794-9276
Phone: 217/782-0610
Email: Darin.LeCrone@illinois.gov

Applicant Contact

Bryan Wagner
Environmental Policy & Program Manager
Illinois Tollway
2700 Ogden Ave.
Downers Grove, IL 60515
Phone: (630) 445-9482
Email: bwagner@getipass.com

SECTION 14 IMPLEMENTATION:

The Applicant agrees to execute such further documents and take such further steps as the Agency reasonably determines may be necessary to effectuate its review of the Applicant's permit application.

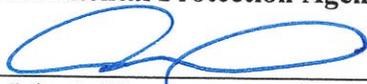
SECTION 15 AUTHORIZATION:

Each party to this Agreement represents and warrants to the other that (a) it has the right, power, and authority to enter into and perform its obligations under this Agreement, and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and (c) this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on behalf of the parties. This Agreement shall be considered fully executed on the latest date of the Agency's or the Applicant's signature below.

Illinois Environmental Protection Agency

Signature



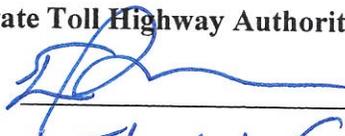
John J. Kim
Acting Director

Date

1/30/19

Illinois State Toll Highway Authority

Signature



Printed Name

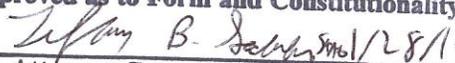
Elizabeth Gorman

Title

Executive Director

Date

1/28/19

Approved as to Form and Constitutionality

Attorney General, State of Illinois

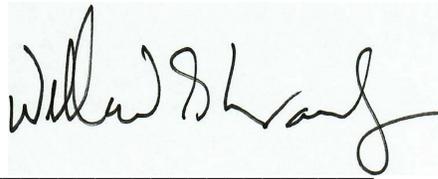
RESOLUTION NO. 21758

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Forest Preserve District of Cook County (“District”). The Tollway is in need of a permanent easement over District right-of-way for the construction, and maintenance of the Project. As part of the Project and as compensation for the nearly five year loss of use of District facilities during construction, the Tollway will restore the right-of-way to existing or better condition, manage vegetation along portions of the right-of-way that will remain open, tree removal, provide temporary and permanent signage and safety measures, ADA improvements, parking lot resurfacing, and washroom building renovations. The Tollway will compensate the District an estimated amount of \$979,615.72 for the permanent easement, and associated work being performed by the District.

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 Forest Preserve District of Cook County in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof. .

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ 2019, 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 FOREST PRESERVE DISTRICT OF COOK COUNTY, a body politic and corporate of the State of Illinois, hereinafter called the "DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY is removing and replacing the Mile-Long Bridge as part of the Tri-State Tollway (I-294) Improvements. The Mile-Long Bridge spans over IC Railroad tracks, I&M Canal, Chicago Sanitary and Shipping Canal, Des Plaines River, and BNSF Railroad Tracks. Amongst the ILLINOIS TOLLWAY construction contract(s) are Design Contract number RR-14-4221, and Construction Contract numbers I-18-4430 & I-18-4431 (hereinafter referred to as the "PROJECT") by making the following improvements:

The work consists of bridge and roadway reconstruction and widening which will provide for a new pair of bridges to allow for five lanes of traffic in each direction with full inside and outside shoulders. Both bridges have a total out to out structure width of 95'-2". The work under these two contracts also includes, but is not limited to bridge demolition, bridge reconstruction, retaining wall construction, noise wall construction, widen and reconstruct pavement, temporary and permanent storm sewer systems including pipes and structures, storm water detention facilities, temporary and permanent lighting, temporary and permanent erosion control measures, intelligent transportation system equipment, roadside safety improvements including guardrail, temporary concrete barrier, terminals, and other work, overall site restoration, temporary and permanent pavement marking and delineation, maintenance of traffic control measures, earthwork including topsoil stripping, embankment construction, and proper disposal of excess material off site or to designated ILLINOIS TOLLWAY facilities, overall site restoration, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the DISTRICT agrees to grant the ILLINOIS TOLLWAY a permanent easement for Parcel TW-3B-16-003 as shown on “Exhibit A” attached hereto; and

WHEREAS, the DISTRICT agrees to the ILLINOIS TOLLWAY’s request for the closure of a portion of the John Husar Trail for the duration of construction from May 1, 2019 through December 31, 2023, to install advance signage notifying trail users of the closure, to identify and delineate the closed portion of the trail, and to direct construction vehicles to the closed portion of the trail. The portion of the John Husar Trail to be closed during construction is located at the west end of the construction area along the north side of the island bordered by the I&M Canal and the Chicago Sanitary and Ship Canal and extends to Willow Springs Road as shown on “Exhibit A” attached hereto. This portion of the trail is primarily located on Metropolitan Water Reclamation District property. The portion of the John Husar Trail to remain open during construction is located at the west end of the construction area along the south side of the island bordered by the I&M Canal and the Chicago Sanitary and Ship Canal and extends to Willow Springs Road as shown on “Exhibit A” attached hereto; and

WHEREAS, the DISTRICT agrees to the ILLINOIS TOLLWAY’s request to close a portion of the John Husar Trail located between the IC Railroad tracks and the I&M Canal for the duration of construction from May 1, 2019 through December 31, 2023. This path is located within the permanent easement and is identified on “Exhibit A”; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY provide fencing at the construction site on the east end of the John Husar Trail that will remain open during construction as shown on “Exhibit A” attached hereto and a temporary gate on the John Husar Trail at Willow Springs Road for the portion of the Trail that will be closed during construction as shown on “Exhibit A” attached hereto; and

WHEREAS, the ILLINOIS TOLLWAY shall reimburse the DISTRICT for tree removal required for the PROJECT per the DISTRICT Tree Mitigation Plan, Board Approved on March 21, 2007 and updated on September 13, 2016. See area of tree removal on “Exhibit A” attached hereto; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY manage vegetation along the trail during construction and include in its PROJECT the restoration of the entire impacted and non-impacted portions of the Black John Husar Trail between Willow Springs Road to LaGrange Road as shown on “Exhibit A” attached hereto at the conclusion of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY requests permission from the DISTRICT to install a proposed outlet pipe and end sections which outfalls into the I&M Canal from the Rust Trail Detention Pond in Willow Springs at the location shown on “Exhibit A”; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY include in its PROJECT additional benefits beyond required compensation described in Exhibit B to ameliorate the loss of recreational use of the full loop trail for almost five years, including restoration of the entire black loop trail, new on-street directional signage between the I&M Canal Trail, Centennial Trail and Cal-Sag Trail and certain trailhead improvements for the John Husar Trail. It is understood by the PARTIES that washroom building renovations and interpretive sign improvements will be designed and implemented by the DISTRICT, with no further compensation beyond that set forth in this AGREEMENT; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY install advance path closure signage for the John Husar Trail and have a flagger present during active construction operations to minimize conflicts between District patrons using the non-impacted portion of the trail and Tollway construction operations; and

WHEREAS, the DISTRICT shall issue permits for the reconstruction/construction of the John Husar Trail and installation of the pipe at no cost to the ILLINOIS TOLLWAY; and

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

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

WHEREAS, the DISTRICT by virtue of its powers as set forth under the Downstate Forest Preserve Act, 70 ILCS 805/.001 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. 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, including the restoration of the John Husar Trail, and the parking lot.

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DISTRICT by the ILLINOIS TOLLWAY.
- C. The DISTRICT shall review the plans and specifications which impact the DISTRICT's maintained facilities within fifteen (15) business days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DISTRICT shall mean the DISTRICT agrees with all plans and specifications, including alignment and location of the PROJECT improvements which impact the DISTRICT's maintained facilities. In the event of disapproval, the DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall give reasonable consideration of any objections by the DISTRICT and provide the DISTRICT with reasons for rejection of any of the DISTRICT's objections prior to posting of plans and specifications for bid.
- D. 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 the overall PROJECT responsibility, including assuring all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County Soil and Water Conservation (SWPPP), Cook County, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The DISTRICT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, to the limits as described in this AGREEMENT for this PROJECT, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DISTRICT.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary)

necessary for the construction of the PROJECT pursuant to the plans and specifications.

- B. Right-of-way acquired exclusively for construction of I-294, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- D. The DISTRICT's existing right-of-way required for construction of the PROJECT and drainage maintenance as shown on "Exhibit A" attached hereto shall be, unless provided for herein as a permanent easement transferred and conveyed free and clear of all encumbrances. Right-of-way and real property previously acquired by the DISTRICT and necessary for the PROJECT shall be transferred free and clear of any encumbrances to the ILLINOIS TOLLWAY.
- E. The DISTRICT agrees to convey to the ILLINOIS TOLLWAY Permanent Easement and clear title to Parcel TW-3B-16-003 as shown on "Exhibit A" attached hereto, satisfactory to the ILLINOIS TOLLWAY.
- F. To effectuate the transfers contemplated in Section II. D and E above, the ILLINOIS TOLLWAY shall provide the necessary plats and legal descriptions necessary to affect the transfer of properties to the ILLINOIS TOLLWAY by the DISTRICT.
- G. In furtherance thereof, the DISTRICT shall allow the ILLINOIS TOLLWAY, its employees, vendors, and/or its contractor(s) to use said real property to complete the PROJECT. The DISTRICT shall issue the ILLINOIS TOLLWAY permits without charge to the ILLINOIS TOLLWAY. The DISTRICT shall grant, permit and allow the ILLINOIS TOLLWAY unrestricted use, access, ingress, and egress for all construction, maintenance, and repair necessary as part of the PROJECT. Approval of any permit shall not be unreasonably withheld by the DISTRICT.
- H. It is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT other than as stipulated for the PROJECT as noted herein.

III. UTILITY RELOCATION

- A. The DISTRICT hereby agrees to permit the PROJECT to occur on its property without further grant or easement being necessary and to cooperate with

necessary adjustments to existing utilities located within existing DISTRICT rights-of-way, where improvements to DISTRICT facilities are proposed to be done as part of the PROJECT, at no expense to the ILLINOIS TOLLWAY.

- B. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY rights-of-way which are outside areas of DISTRICT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DISTRICT.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DISTRICT shall be submitted to the DISTRICT for approval prior to commencing such work. The DISTRICT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DISTRICT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DISTRICT within thirty (30) calendar days after delivery to the DISTRICT of the proposed deviation, the proposed deviation shall be deemed approved by the DISTRICT.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DISTRICT, the ILLINOIS TOLLWAY shall provide no less than five (5) business days' written notice to the DISTRICT prior to commencement of work on the PROJECT.
- D. The DISTRICT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DISTRICT. The DISTRICT shall assign personnel to perform inspections on behalf of the DISTRICT of all work included in the PROJECT that affects the DISTRICT and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently

maintained by the DISTRICT, and the DISTRICT shall make an inspection thereof not later than ten (10) calendar days after notice thereof. If the DISTRICT does not perform a final inspection within ten (10) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the DISTRICT. At the request of the DISTRICT, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DISTRICT's 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 DISTRICT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 30, 2018, or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications.
- H. The ILLINOIS TOLLWAY shall install signage at the point of closure of the John Husar Trail at least sixty (60) days prior to the closure of the trail, but no sooner than the execution of this AGREEMENT, to advise as to the trail closure and shall maintain signage advising of the continued closure during the course of construction until the John Husar Trail is reopened to the public. During all times of active construction, the ILLINOIS TOLLWAY shall have a flagman stationed at the point of closure to prevent the public from entering the construction zone.
- I. The ILLINOIS TOLLWAY will resurface the John Husar Trail at the conclusion of Contract I-18-4431 as shown in the plans and specifications. The existing Hot Mix Asphalt (HMA) will be removed, the existing stone will be leveled and compacted, three (3) inches of HMA will be placed, and topsoil and seed will be placed along the edges of the trail to account for any grade differences.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs for the PROJECT, including the John Husar Trail resurfacing, parking lot, and ADA improvements.

- B. The ILLINOIS TOLLWAY agrees to pay the DISTRICT to convey Parcel TW-3B-16-003, as shown on “Exhibit A”, as a Permanent Easement to the ILLINOIS TOLLWAY at an approved appraised market value of \$736,226.00.
- C. The ILLINOIS TOLLWAY agrees to pay the DISTRICT a lump sum amount of \$143,389.72 for tree removal compensation per the DISTRICT Tree Mitigation Plan.
- D. The ILLINOIS TOLLWAY agrees to pay the DISTRICT a lump sum amount of \$100,000.00 for the costs associated with the trailhead improvements for the John Husar Trail, and Willow Springs Road bathroom facility renovations.
- E. Either the DISTRICT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. 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:
 - B. “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.
 - C. “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.
 - D. “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.
 - E. “Emergency maintenance” refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway

- or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- F. 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.
 - G. 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.
 - H. 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.
 - I. 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.
 - J. The term “approve” refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
 - K. 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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety.

- B. The ILLINOIS TOLLWAY or its assigns shall assume ownership and maintenance of the outlet pipe and the end section which outlets into the I&M Canal.
- C. The DISTRICT shall assume ownership of, and agrees to maintain, or cause to maintain, the John Husar Trail, trailhead improvement, bathroom facilities and any work the ILLINOIS TOLLWAY is including in the PROJECT for the DISTRICT at its request, in its entirety.
- D. The PARTIES agree that the ILLINOIS TOLLWAY shall approve any and all signage affixed to the grade separation structure or placed on TOLLWAY right-of-way or any attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right-of-way, of any and all conduit, pipe, wire, pole, device or appurtenance.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- F. The DISTRICT agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the John Husar Trail.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DISTRICT shall continue to maintain all portions of the PROJECT within the DISTRICT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DISTRICT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DISTRICT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. It is understood by both PARTIES that the DISTRICT shall grant to the TOLLWAY the perpetual right to use the John Husar Trail to access, inspect, and maintain the underside of the Mile Long Bridge as part of I-294. Notwithstanding, the ILLINOIS TOLLWAY shall provide notice as specified by the DISTRICT prior to use. If the ILLINOIS TOLLWAY causes damage to the John Husar Trail during the activities as aforesaid, the ILLINOIS TOLLWAY

shall immediately inform the DISTRICT of said damage and at its expense, immediately repair same.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Forest Preserve District of Cook County and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DISTRICT shall retain jurisdiction of the John Husar Trail and any other DISTRICT owned facilities traversed or affected by the I-294 PROJECT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, operate and remove.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Executive Director of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution, each party shall have any and all legal and equitable remedies at law.

- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein

is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or the DISTRICT 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 DISTRICT unless such provision is waived in writing.
- K. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- L. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the DISTRICT: General Superintendent
The Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, IL 60305
Attn: President

Chief Attorney
The Forest Preserve District of Cook County
69 W. Washington St.
Chicago, IL 60602

- M. The DISTRICT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DISTRICT under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DISTRICT further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of

Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

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

THE FOREST PRESERVE DISTRICT OF COOK COUNTY

By: _____
Toni Preckwinkle,
President

Attest: _____

(Please Print Name)

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Name
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

DRAFT

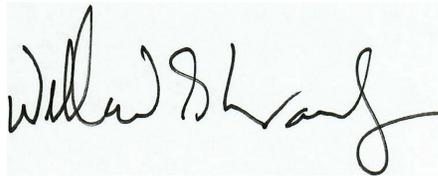
RESOLUTION NO. 21759

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago (“District”). As part of the reconstruction of the Central Tri-State and Mile Long Bridge (Project), and for future maintenance of the Project, the Tollway is in need of acquiring right-of-way through the purchase of certain District land and by acquiring permanent easements and temporary easements over District property for the construction, operation, and maintenance of the Project. The Tollway will be providing a permanent easement over the right-of-way property it acquires back to the District for District maintenance purposes. The Tollway is compensating an agreed fair market value of \$4,066,500.00 for the right-of-way property purchase, permanent easements, temporary easements, and for the damages to the remainder of the District’s property, if any, including but not limited to any diminution in value due to acquiring the property interests herein or due to the construction and operation of the Toll Highway.

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 Metropolitan Water Reclamation District of Greater Chicago in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, 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 METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a unit of local government and body corporate and politic, hereinafter called the "DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, the ILLINOIS TOLLWAY, as part the aforementioned improvement, is removing and replacing the Mile Long Bridge that spans over the IC Railroad tracks, I&M Canal, Chicago Sanitary and Shipping Canal, Lawndale Avenue Solids Management Area (LASMA Island), Des Plaines River, and BNSF Railroad Tracks (hereinafter referred to as the "PROJECT"); and

WHEREAS, the DISTRICT agrees to grant the ILLINOIS TOLLWAY right-of-way, permanent easement, and a temporary easement for Parcel TW-3B-16-004 as shown on "Exhibit A" attached hereto for use in construction and maintenance of the PROJECT; and

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

WHEREAS, the DISTRICT by virtue of its powers as set forth in the "Metropolitan Water Reclamation Act" 70 ILCS 2605/1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Right of way acquired exclusively for construction of I-294 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the ILLINOIS TOLLWAY format.
- D. The ILLINOIS TOLLWAY, at its own expense, shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications.
- E. The DISTRICT existing right-of-way required for construction of the PROJECT and drainage maintenance as shown on “Exhibit A” attached hereto shall be, transferred and conveyed free and clear of all encumbrances. Right-of-way and real property previously acquired by the DISTRICT and necessary for the PROJECT shall be transferred free and clear of any encumbrances to the ILLINOIS TOLLWAY.
- F. The DISTRICT agrees to convey to the ILLINOIS TOLLWAY (for which the ILLINOIS TOLLWAY presently intends to use part or all of such parcel as a right of way, clear title to, and full ownership of) Parcel TW-3B-16-004 as shown on “Exhibit A”, and legally described on “Exhibit B” attached hereto, satisfactory to the ILLINOIS TOLLWAY, provided, however, the ILLINOIS TOLLWAY shall allow the DISTRICT a reservation of permanent easement across said parcel for purposes of maintenance of DISTRICT facilities.
- G. The DISTRICT agrees to convey permanent easements to Parcels TW3B-16-004.01P, TW3B-16-004.02P, TW3B-16-004.03P, TW3B-16-004.04P, TW3B-16-004.05P, TW3B-16-004.06P, TW3B-16-004.07P, and TW3B-16-004.10P, and temporary easement to Parcels TW3B-16-004.08T, and TW3B-16-004.09T as shown on “Exhibit A”, and legally described on “Exhibit B” attached hereto.

- H. To effectuate the transfers contemplated above, the ILLINOIS TOLLWAY shall provide the necessary plats and legal descriptions to affect the transfer of properties to the ILLINOIS TOLLWAY by the DISTRICT.
- I. Prior to any transfer of real property owned by the DISTRICT, to advance the PROJECT and not delay any schedules, the DISTRICT shall permit, consent to, authorize, and grant to the ILLINOIS TOLLWAY all permits necessary to enter, access and use all real property owned by the DISTRICT that is required to construct the PROJECT. In furtherance thereof, the DISTRICT shall allow the ILLINOIS TOLLWAY, its employees, vendors, and/or its contractor(s) of any tier to use said real property to complete the PROJECT. The DISTRICT shall issue the ILLINOIS TOLLWAY permits without charge to the ILLINOIS TOLLWAY. The DISTRICT shall grant, permit, and allow the ILLINOIS TOLLWAY unrestricted use, access, ingress, and egress for all construction, maintenance, and repair necessary as part of the PROJECT. In addition, the DISTRICT shall waive any contractor's surety bonding requirements. Approval of any permit shall not be unreasonably withheld by the DISTRICT.
- J. It is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT other than as stipulated for the PROJECT as noted herein.

II. FINANCIAL

The ILLINOIS TOLLWAY agrees to pay the DISTRICT to convey the parcel identified in Paragraph I. F. of this AGREEMENT and to grant the easements identified in Paragraph I.G. of this Agreement to the ILLINOIS TOLLWAY at an agreed fair market value of \$4,066,500.00. This amount includes compensation for any and all access rights, together with damages to the remainder of DISTRICT's property, if any, including, but not limited to any diminution in value due to acquiring the property interests herein or due to the construction and operation of the Toll Highway. This amount also includes compensation for any improvements on the property and any potential damages to improvements on the property or any remainder or other property owned by the DISTRICT but not acquired by the ILLINOIS TOLLWAY.

III. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the DISTRICT and the ILLINOIS TOLLWAY exclusively, and it does not create any rights, interests, or causes of action in any third party.

- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DISTRICT shall retain jurisdiction of the John Husar Trail and the LASMA Island roadway network traversed or affected by the I-294 PROJECT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof, and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning the transfers of the property rights that are the subject of this AGREEMENT.
- D. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof, and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning the transfers of the property rights that are the subject of this AGREEMENT.
- E. Wherever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. 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.
- G. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the President of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the DISTRICT 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 DISTRICT unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois, except for the law of the conflict of laws, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons or their designated representatives at the following addresses. The PARTIES agree that they may exchange e-mail addresses for purposes of implementing this Paragraph and any other notice requirements, without amending this AGREEMENT.

To the ILLINOIS TOLLWAY:

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

To the DISTRICT:

The Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie Street
Chicago, IL 60611
Attn: President

- O. The DISTRICT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DISTRICT under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The DISTRICT further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the

Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY, or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- P. The DISTRICT also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DISTRICT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- Q. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
Kari K. Steele
President

Attest: _____

(Please Print Name)

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Robert T. Lane
Acting General Counsel

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General, State of Illinois

IGA_MWRD_Draft_02.21.19

DRAFT

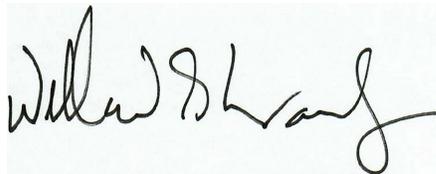
RESOLUTION NO. 21760

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the University of Connecticut (“University”). The Tollway will sponsor the University’s research project to utilize invasive vegetation along Toll Highways, and potentially harvest and convert invasive vegetation for biomass production. The research is expected to be performed over thirty-six months at a cost to the Tollway not to exceed \$298,000.00.

Resolution

The Chief Engineer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority, and the University of Connecticut in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE UNIVERSITY OF CONNECTICUT**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into this _____ day of _____, 2019, 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 UNIVERSITY OF CONNECTICUT, a body politic and corporate of the State of Connecticut, hereinafter called the "UNIVERSITY", individually referred to as “PARTY” and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY approved a 15 year Capital Program, “Move Illinois: *The Illinois Tollway Driving the Future*,” and intends to participate in research to utilize invasive vegetation along Toll Highways, and the potential to harvest and convert invasive vegetation for biomass production, entitled *Invasives to Energy* (“PROJECT”); and

WHEREAS, removing and repurposing nuisance and invasive vegetation along Toll Highways is vital to maintaining ILLINOIS TOLLWAY assets by achieving effective drainage in ditches and detention ponds; and

WHEREAS, the ILLINOIS TOLLWAY desires to improve stormwater quality for environmental permit compliance, enhance conformance with the ILLINOIS TOLLWAY’s Sustainability Policy, adopt procedures to reduce waste, invest in scientific research, promote long-term stewardship, and create an energy efficient transportation system; and

WHEREAS, the ILLINOIS TOLLWAY is interested in understanding the water quality benefits and energy potential of mechanically harvesting Cattail (*Typha spp.*) for biomass production, including the evaluation of production techniques, the economic justification and benefits of routinely removing biomass from the ILLINOIS TOLLWAY’s drainage system, and the identification of potential partners and/or a possible market for non-energy grade biocarbon; and

WHEREAS, the UNIVERSITY has demonstrated necessary expertise and facilities to perform research for the PROJECT through its partnership with Loyola University Chicago; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which for ILLINOIS TOLLWAY recording purposes shall be known as Intergovernmental Agreement #001234, intend to outline their respective responsibilities toward implementation and funding for the research and development of the PROJECT, and copy of the UNIVERSITY’s proposal is incorporated into this AGREEMENT by reference and attached hereto as “EXHIBIT A”; 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 UNIVERSITY by virtue of its powers {UConn: Please cite Connecticut statute that authorizes the University} to enter into this AGREEMENT; and

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

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

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the research effort of understanding the water quality benefits and energy potential of mechanically harvesting *Typha spp.* ("Cattail") for biomass production, including the evaluation of production techniques, the economic justification of routinely removing biomass from the ILLINOIS TOLLWAY's drainage system, and the identification of potential partners or a possible market for non-energy grade biocarbon.
- B. The UNIVERSITY shall provide the ILLINOIS TOLLWAY with a comprehensive final report and presentation to the ILLINOIS TOLLWAY's Technical Review Panel ("TRP"), documenting site specific summaries of data collection, laboratory results of plant samples, biomass yields, nutrient reductions, regional biomass utilization options, cost-benefit analysis, recommendations for a partner or end user, and plan of action or standard protocol for optimized Systemwide removal efforts, as further detailed in EXHIBIT A.

ARTICLE II – Research Objectives

The tasks and objectives as outlined in this plan are detailed in EXHIBIT A that is included herein and include:

- A. Investigate and analyze pre-treatment chemical and ecological conditions of selected pilot locations.
- B. Improve the functioning of ILLINOIS TOLLWAY drainage features to handle stormwater, remove nutrients and salts, support biodiversity, and create a sustainable solution to invasive plant management and accomplish the following specified objectives:

1. Determine the pre-treatment chemical and ecological condition of a set of detention basins and quantify the effect of harvesting biomass on measured values.
 2. Harvest wetland plant vegetation.
 3. Analyze multiple utilization options for invasive plant biomass for energy and agricultural use, find end-users for all harvested biomass, and facilitate partnerships with the ILLINOIS TOLLWAY.
 4. Evaluate the costs and benefits of harvesting detention basins for multiple purposes.
 5. Spatially analyze the ILLINOIS TOLLWAY detention basin system in light of research outcomes.
- C. Repeatedly harvest approximately 12 acres of detention basins throughout the ILLINOIS TOLLWAY system to remove Cattail, maintain cluttered and overgrown detention basins, improve water storage and infiltration, remove excess chlorides, phosphorus, and nitrogen, and repurpose harvested biomass as a bioenergy product or soil amendment.
- D. Provide a cost-benefit analysis to the ILLINOIS TOLLWAY considering labor, equipment, and transport to end users.
- E. In coordination with the ILLINOIS TOLLWAY, establish a standard operating procedure for a sustainable routine harvesting program and present conclusions to the ILLINOIS TOLLWAY's TRP.
- F. Determine the optimal harvesting cycle to achieve the most beneficial pollutant removal while considering supply/demand to determine potential for a long-term sustainable removal program.

ARTICLE III – Deliverables

The following are items and materials to be delivered by the UNIVERSITY to the ILLINOIS TOLLWAY (hereinafter referred to as “DELIVERABLES”).

- A. Identify target detention basins; secure commitments with biomass energy end users; hire equipment operator and train in equipment use; communicate with partners*, complete reporting period progress report*, meet with TRP*. (Estimated January-June 2019)
- B. Collect pre-treatment soil, water, and biomass samples; harvest detention basins; transport biomass to end-users; begin chemical analyses of pre-treatment samples; begin spatial data analysis; begin modeling remediation potential. (Estimated July - September 2019)
- C. Complete pre-treatment chemical analysis; complete pre-treatment spatial analysis;

- complete preliminary remediation modeling; work with all year-1 biomass users; continue to build relationships with biomass end-users. (Estimated October-December 2019)
- D. Hire equipment operator and train in equipment use; work with year-1 biomass users to assess successes and complications; secure commitments from year-2 end-users. (Estimated January-June 2020)
 - E. Collect one-year post-treatment tissue and soil samples; implement second round of harvesting of detention basins; transport biomass to end-users; begin chemical analysis of one-year post-treatment tissue and soils; continue refining remediation potential model. (Estimated July-September 2020)
 - F. Complete one-year post-treatment chemical analysis; complete one-year post-treatment spatial analysis; complete preliminary remediation modeling; work with all year-2 biomass users. (Estimated October-December 2020)
 - G. Work with all year-2 biomass users and assess utilization successes and complications; hire equipment operator; train operator in equipment use. (Estimated January-June 2021)
 - H. Collect two-year post-treatment samples, conduct chemical analyses samples; begin two-year post-treatment chemical and spatial analysis; refine remediation potential model. (Estimated June-September 2021)
 - I. Complete final chemical analyses; complete remediation potential modeling; compile data; quantify expected long-term benefits to the ILLINOIS TOLLWAY; compile draft final report; hold 1-day meeting with partners; incorporate revisions from the ILLINOIS TOLLWAY and TRP, and submit final report. (Estimated October-December 2021)

* Task repeated each reporting period throughout the PROJECT

ARTICLE IV – Anticipated Research Results

PROJECT results will be compiled by the UNIVERSITY in a comprehensive final report to include:

- A. Fact gathering and data analysis, including site-specific summaries of data collected from pilot detention basins.
- B. Identification of biomass harvest yield potential to determine potential for biofuel use from all pilot-scale biomass utilization efforts.

- C. Chlorides, nitrogen and phosphorus removal potential from ILLINOIS TOLLWAY detention basins.
- D. Provide a cost-benefit analysis to the ILLINOIS TOLLWAY considering labor, equipment, and transport to end users.
- E. In coordination with the ILLINOIS TOLLWAY, establish a standard operating procedure for a sustainable routine harvesting program and present conclusions to the ILLINOIS TOLLWAY's TRP.
- F. Determine the optimal harvesting cycle to achieve the most beneficial pollutant removal while considering supply/demand to determine potential for a long-term sustainable removal program.

Article V – Financial Terms

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and in EXHIBIT A.
- B. The funding for the PROJECT shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.
- C. The UNIVERSITY shall submit quarterly invoices which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the itemized budget included in the PROPOSAL by the UNIVERSITY.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed by the UNIVERSITY or its authorized sub-awardee, and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its agents to verify performance of the work so invoiced.
- E. It is mutually agreed that the upper limit of compensation shall not exceed \$298,000.00 for the term of this AGREEMENT, which is 36 months, anticipated to be January 1, 2019 – December 31, 2021.

ARTICLE VI – Insurance

- A. The UNIVERSITY, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or

damage to property which may arise from or in connection with the performance of the work by the UNIVERSITY its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained, and insurance documentation has been provided to and accepted by the ILLINOIS TOLLWAY. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better and a financial size category of not less than VII.

B. Scope of Insurance - Coverage shall be at least as broad as:

1. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection). Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the UNIVERSITY for a minimum of two (2) years following acceptance of PROJECT.
2. Business Automobile Liability – Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
3. Workers' Compensation Insurance - Employers Liability of \$1,000,000 per accident, per disease, including voluntary compensation.
4. Environmental Liability – Limit liability of not less than \$1,000,000 combined single limit per incident for adverse environmental occurrence(s).
5. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2), (3), and (4) above, not less than \$10,000,000 per occurrence and annual aggregate per project will be maintained by the UNIVERSITY.

C. The ILLINOIS TOLLWAY together with its officials, directors and employees shall be named "Additional Insured" for the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. The UNIVERSITY's liability policies shall contain a waiver of subrogation waiving any right of recovery that the insurers may have against the ILLINOIS TOLLWAY together with its officials, directors and employees, or any of the ILLINOIS TOLLWAY's engineering firms and consultants.

- D. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of \$50,000 must be approved and accepted by the ILLINOIS TOLLWAY. Evidence of insurance shall be provided for review by the ILLINOIS TOLLWAY and shall include originals of the applicable “additional insured” endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the ILLINOIS TOLLWAY to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

ARTICLE VII – Work Product and Documents

- A. **Confidential Data** - Any data, regardless of its form, received from the ILLINOIS TOLLWAY by UNIVERSITY or its sub-awardee(s), shall be considered “Confidential Data”. Disclosure of Confidential Data, which shall include, but not limited to written, oral or visual disclosures, shall not be disclosed except as may be required by law, without the advanced written approval of the ILLINOIS TOLLWAY. The UNIVERSITY must return any and all data collected, maintained, or used resulting from the ILLINOIS TOLLWAY’s Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the ILLINOIS TOLLWAY. In the alternative, the UNIVERSITY may provide written certification of the destruction of the Confidential Data to the ILLINOIS TOLLWAY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the UNIVERSITY’s possession prior to its acquisition from the ILLINOIS TOLLWAY if Confidential Data was: 1) received in good faith from a third-party not subject to any confidentiality obligation to the ILLINOIS TOLLWAY; 2) now is or later becomes publicly known through no breach of confidentiality obligation by the UNIVERSITY; or 3) is independently developed by the UNIVERSITY without the use or benefit of the ILLINOIS TOLLWAY’s confidential information.
- B. If the UNIVERSITY receives a request under the Illinois Freedom of Information Act, the Connecticut Freedom of Information Act, or a request by legal process to disclose confidential information, the UNIVERSITY will provide prompt notice of the request to the ILLINOIS TOLLWAY, and will not release any documents until at least five (5) business days after providing the ILLINOIS TOLLWAY with notice and an opportunity to object.
- C. **Ownership** - DELIVERABLES are defined in Article III above. The UNIVERSITY grants the ILLINOIS TOLLWAY shared ownership of all such work product identified and detailed in EXHIBIT A as a DELIVERABLE except as detailed within this paragraph. The UNIVERSITY shall retain the rights to all methodologies, technologies, algorithms, source codes, simulation analysis and know-how described and/or incorporated into the DELIVERABLES for the development of a performance related asphalt mix design specification. Each PARTY retains the rights to use, modify, maintain, and create derivative works from the jointly-owned intellectual property of these DELIVERABLES. The ILLINOIS TOLLWAY, and the UNIVERSITY retain the rights to (a) use the DELIVERABLES containing both the UNIVERSITY’s

Intellectual Property and jointly owned intellectual property for research and academic purposes; (b) continue further development of these specific Deliverables; and (c) share these specific Deliverables with public bodies provided the UNIVERSITY recognizes the contributions of the ILLINOIS TOLLWAY.

- D. **Format** - All research and development of the “Invasives to Energy” research study shall be developed by the UNIVERSITY using a format acceptable to the ILLINOIS TOLLWAY.

ARTICLE VIII – Term and Termination

- A. The tasks set forth in EXHIBIT A shall be performed beginning upon the execution of this AGREEMENT through thirty-six (36) months.
- B. In the event of any termination prior to completion of scope of services, the ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final technical report summarizing the work performed and results thereof, through the date of termination.

ARTICLE IX – General Provisions

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any future PROJECT reports or presentations.
- B. The UNIVERSITY agrees to indemnify and hold harmless the ILLINOIS TOLLWAY and its employees, officers, directors and agents from any and all claims, suits, actions, and costs of every kind whatsoever, including but not limited to bodily injury, death, and/or property damage, arising out of or relating to their performance of this AGREEMENT, or as a consequence of any act or omission, negligence, or misconduct of the UNIVERSITY, their employees or agents, or their contractors and subcontractors or sub-awardees.
- C. The UNIVERSITY agrees that in the performance of this AGREEMENT, the UNIVERSITY, including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- D. Subcontracting any portion of this AGREEMENT beyond the subawardee identified in the recital clauses of this AGREEMENT and EXHIBIT A is not permitted except with prior written permission of the ILLINOIS TOLLWAY. The UNIVERSITY shall ensure that any and all subcontractors expressly agree to be bound by the terms of this AGREEMENT.

- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by any PARTY without the prior written consent of the other PARTY.
- G. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- H. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. 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 the 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 PARTIES.
- J. In the event of a dispute between the UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, and the Project Director of the UNIVERSITY shall meet and resolve the issue. The decision of the Chief Engineering Officer will be final.
- K. 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.
- L. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 123456789 and it is doing business as a governmental entity, whose mailing address is University of Connecticut, Sponsored Program Services, 438 Whitney Road Ext., Unit 1133, Storrs, Connecticut 06269-1133.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- O. The failure by the ILLINOIS TOLLWAY or the UNIVERSITY 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

internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.

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

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DRAFT

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

THE UNIVERSITY OF CONNECTICUT

By: _____
Laura Kozma
Executive Director

Attest: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

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

Date: _____

Approved as to Form and Constitutionality

Tiffany Schafer, Senior Assistant Attorney General, State of Illinois

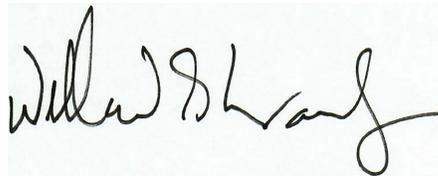
RESOLUTION NO. 21761

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Western Springs Park District (“District”). The Tollway is working in partnership with the District to address matters related to rehabilitation and reconstruction of the Central Tri-State, and BNSF Railway Bridge over I-294 (Project). The Tollway is addressing impacts to District facilities as part of its Project and reimbursing the District for right-of-way to be conveyed necessary to construct the Project, and District-lead work within Spring Rock Park, necessary due to Project work. The cost to the Tollway for right-of way exchanged and District-lead work is not to exceed \$850,000.00

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 Western Springs Park District in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.



Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
WESTERN SPRINGS PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (hereinafter referred to as the "ILLINOIS TOLLWAY"), and the WESTERN SPRINGS PARK DISTRICT, an Illinois park district and unit of local government (hereinafter referred to as the "DISTRICT"). ILLINOIS TOLLWAY and DISTRICT are hereinafter sometimes individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"), including the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (M.P. 26.6, Bridge Number 261). Amongst the ILLINOIS TOLLWAY construction contract(s) are Design Contract # RR-14-4222, and Construction Contract # I-18-4428 (hereinafter referred to as the "PROJECT") which include the following improvements:

Replacement of the structure carrying the BNSF RR over the Tri-State Tollway, including a temporary shoofly bridge carrying the BNSF RR over the Tri-State Tollway, temporary earth embankment supporting temporary shoofly railroad track alignment, mainline shoulder reconstruction and widening, mainline pavement patching as necessary, drainage improvements, ground improvements consisting of timber piling, permanent and temporary retaining walls, erosion control measures and landscaping improvements, maintenance of traffic, temporary and permanent lighting, electrical feed in close proximity to the new tennis courts, water main relocation, sidewalk construction, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the Village of Western Springs requests that the ILLINOIS TOLLWAY include in its PROJECT a new storm sewer pipe running east of the existing berm located within Spring Rock Park; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY include in its PROJECT a drainage feature(s) that will enclose the open ditch running north of the existing tennis courts, a new permanent parking lot, including lighting engineering, drainage, and all permits and approvals (Spring 2022), certain berm restoration work, construction fencing, and certain landscaping work, all as set forth and more fully described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT, in order to maintain park operations due to construction activities included with the PROJECT, intends to improve Spring Rock Park under a separate Construction Contract (herein referred to as the “DISTRICT PROJECT”), which Project shall include but is not necessarily limited to, construction of the relocated tennis courts, any Spring Rock Park amenities, utilities and drainage impacted by the PROJECT, and may include other improvements to restore, relocate, or enhance amenities at Spring Rock Park, as identified in Exhibit A; and

WHEREAS, the DISTRICT will include within the DISTRICT PROJECT vacation of the existing four tennis courts, as shown in Exhibit B, no later than July 22, 2019; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance of the PROJECT and the DISTRICT PROJECT; and

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

WHEREAS, the DISTRICT by virtue of its powers as set forth in the “Illinois Park District Code” 70 ILCS 1205/1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole cost and expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The ILLINOIS TOLLWAY agrees, at its sole cost and expense, to perform topographic survey and geotechnical services for the existing tennis courts and four new tennis courts included in the DISTRICT PROJECT.
- C. The ILLINOIS TOLLWAY agrees, at its sole cost and expense, to investigate the potential of increasing the height of the existing berm without impacting the soccer field at Spring Rock Park adjacent to I-294.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DISTRICT by the ILLINOIS TOLLWAY.
- E. The DISTRICT shall review the plans and specifications which impact the DISTRICT's maintained facilities, and such other items or documents reasonably required by the DISTRICT to complete its review. Provided the plans and specifications are complete, and the ILLINOIS TOLLWAY has provided any other items or documents reasonably requested by the DISTRICT to complete its review, the DISTRICT shall complete its review of the plans and specifications within twenty-one (21) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DISTRICT shall mean the DISTRICT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DISTRICT's maintained highways. In the event of disapproval, the DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding the foregoing, the DISTRICT's review and approval of any plans and specifications shall not constitute, nor be construed as, a certification or warranty as to the accuracy, appropriateness, or effectiveness of any of the plans or specifications or the improvements contemplated by such plans or specifications. DISTRICT shall have no liability for any errors, omissions, or other defects in any plans or specifications prepared by or for the ILLINOIS TOLLWAY, and its approval shall not constitute a limitation on, or a waiver by, DISTRICT of its rights under this AGREEMENT, nor shall it provide a defense by the ILLINOIS TOLLWAY to the exercise by the DISTRICT of its remedies for the ILLINOIS TOLLWAY's breach of its obligations under this AGREEMENT, or as a basis for the ILLINOIS TOLLWAY to avoid its indemnification obligations under this AGREEMENT.
- F. The DISTRICT agrees to perform preliminary and final design engineering, and prepare the final plans and specifications for the DISTRICT PROJECT, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated. During the design and preparation of the plans and specifications, the DISTRICT shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:
- 60% Complete
 - 95% Complete (pre-final)
- G. The final approved plans and specifications for the DISTRICT PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the DISTRICT.
- H. The ILLINOIS TOLLWAY shall review the plans and specifications which impact the ILLINOIS TOLLWAY's maintained highways, and such other items or documents reasonably required by the ILLINOIS TOLLWAY to complete its

review. Provided the plans and specifications are complete, and the DISTRICT has provided any other items or documents reasonably requested by the ILLINOIS TOLLWAY to complete its review, the ILLINOIS TOLLWAY shall complete its review of the plans and specifications within twenty-one (21) calendar days of receipt thereof. If the DISTRICT does not receive comments or objections from the ILLINOIS TOLLWAY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including location of the DISTRICT PROJECT improvements which impact the ILLINOIS TOLLWAY's maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the DISTRICT.

- I. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- J. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County Soil and Water Conservation District (SWPPP), Cook County, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- K. The DISTRICT agrees to assume the overall DISTRICT PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Will-South Cook County Soil and Water Conservation District (NPDES - Storm Water Pollution Prevention Plan and Soil and Erosion Control Plan), Cook County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.), except for the Metropolitan Water Reclamation District of Greater Chicago permit which will be acquired by the ILLINOIS TOLLWAY, and the DISTRICT agrees to assume responsibility for joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the DISTRICT PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable

Federal, State, and local regulations and requirements pertaining to work proposed for the DISTRICT PROJECT.

- L. The DISTRICT shall grant and consent 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 for PROJECT drainage work being performed on behalf of the Village of Western Springs. Any authorization for right of access and/or temporary use shall not be unreasonably withheld by the DISTRICT.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Right-of-way acquired exclusively for construction of I-294, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- D. Right-of-way needed by the ILLINOIS TOLLWAY from the DISTRICT for the PROJECT has been identified as Parcels TW-5-16-067.1 and TW-5-16-067.2 and a temporary easement Parcel TW-516-067.T, depicted in "EXHIBIT C". The DISTRICT shall convey said right-of-way, execute any and all documentation incidental to said conveyance, and provide all other documentation required by the ILLINOIS TOLLWAY in association with said conveyance, at no cost to the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY, pursuant to the approved plans shall perform all survey work, prepare all parcel plats and establish legal descriptions necessary to acquire all new right-of-way interests for the construction and future operation of the PROJECT. Throughout the acquisition process the ILLINOIS TOLLWAY will conduct their activities in accordance with its' written Policies and Procedures.
- F. In order to avoid PROJECT delays, the PARTIES hereby permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in EXHIBIT C. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization. So as to protect the public at large, each PARTY shall notify the

other PARTY prior to the commencement of any excavation, construction, repair, maintenance or other work or activity contemplated by this AGREEMENT.

- G. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- H. It is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT other than as stipulated for the PROJECT as noted herein.
- I. The PARTIES agree that per a separate agreement, included as "EXHIBIT D", the DISTRICT and the Village of Western Springs will document the permanent easement requirements for the new sewer constructed along the existing berm in Spring Rock Park which is included in the PROJECT; provided, however, that it is understood that maintenance responsibility shall not rest with the ILLINOIS TOLLWAY.

Comment [JM1]: District to provide

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DISTRICT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DISTRICT rights-of-way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The DISTRICT agrees to make arrangements for all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DISTRICT rights-of-way, and on proposed DISTRICT rights-of-way where improvements to DISTRICT highways are proposed by the DISTRICT to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY rights-of-way which are outside areas of DISTRICT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DISTRICT.

DRAWN BY: JAS
 CHECKED BY: DF
 SCALE: 1"=50'
 DATE: 02/22/2019

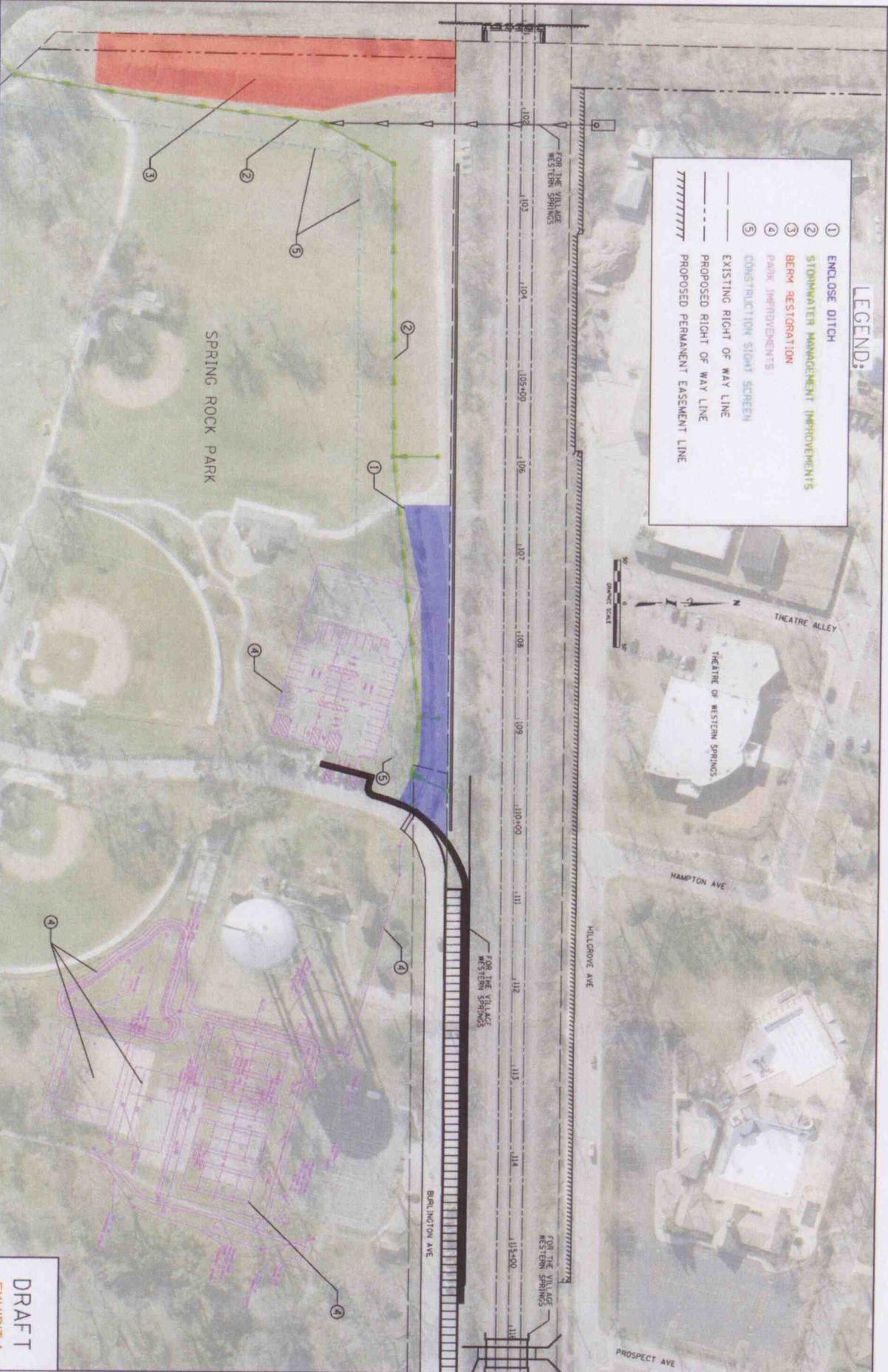
BOWMAN BARRETT & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 CHICAGO, ILLINOIS
 312.228.8100
 WWW.BB&A.COM

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 GARDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60545

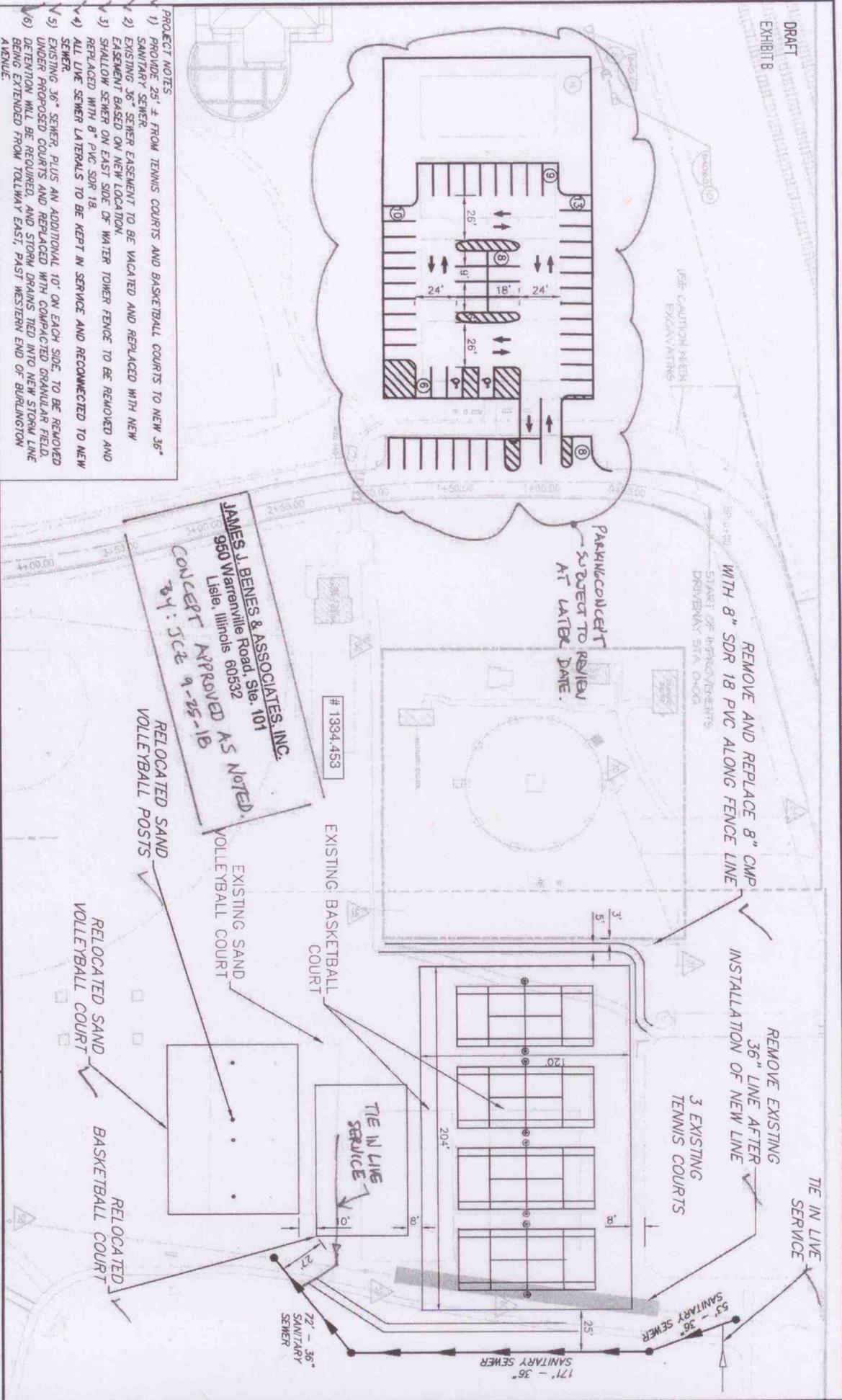
NO.	DATE	REVISIONS	DESCRIPTION

CONTRACT NO. RR-14-4222
 CENTRAL TRI-STATE TOLLWAY
 WESTERN SPRINGS PARK DISTRICT EXHIBIT A

DRAFT
EXHIBIT A
 PAGE 1



DRAFT
EXHIBIT B



- PROJECT NOTES**
- 1) PROVIDE 25' ± FROM TENNIS COURTS AND BASKETBALL COURTS TO NEW 36" SANITARY SEWER.
 - 2) EXISTING 36" SEWER EASEMENT TO BE VACATED AND REPLACED WITH NEW EASEMENT BASED ON NEW LOCATION.
 - 3) SHALLOW SEWER ON EAST SIDE OF WATER TOWER FENCE TO BE REMOVED AND REPLACED WITH 8" PVC SDR 18.
 - 4) ALL LIVE SEWER LATERALS TO BE KEPT IN SERVICE AND RECONNECTED TO NEW SEWER.
 - 5) EXISTING 36" SEWER, PLUS AN ADDITIONAL 10' ON EACH SIDE, TO BE REMOVED UNDER PROPOSED COURTS AND REPLACED WITH COMPACTED GRANULAR FILL. DETENTION WILL BE REQUIRED, AND STORM DRAINS TIED INTO NEW STORM LINE BEING EXTENDED FROM TOLLWAY EAST, PAST WESTERN END OF BURLINGTON AVENUE.

GHA GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive • Vernon Hills, IL 60061
Tel.: 847.478.9700 • Fax: 847.478.9701

SPRING ROCK PARK CONCEPT PLAN - 1
SPRING ROCK PARK
WESTERN SPRING PARK DISTRICT
4400 CENTRAL AVENUE, WESTERN SPRINGS, IL 60093

REVISION: 9/24/2018

FILE	WESTERN SPRINGS PARK DISTRICT.dwg
DRAWN BY:	ASH
DATE	9/19/18
CHECKED BY:	MS
SCALE	1"=50'
GHA PROJECT #	5436.100

JAMES J. BENES & ASSOCIATES, INC.
950 Warrenville Road, Ste. 101
Lisle, Illinois 60532
CONCEPT APPROVED AS NOTED
BY: JCE 9-25-18

#1334.453

PARKING/CONCEPT
SUBJECT TO REVIEW
AT LATER DATE.

REMOVE AND REPLACE 8" CMP
WITH 8" SDR 18 PVC ALONG FENCE LINE

REMOVE EXISTING
36" LINE AFTER
INSTALLATION OF NEW LINE

TIE IN LIVE
SERVICE

3 EXISTING
TENNIS COURTS

TIE IN LIVE
SERVICE

RELOCATED SAND
VOLLEYBALL COURT

RELOCATED SAND
VOLLEYBALL COURT

RELOCATED
BASKETBALL COURT

EXISTING BASKETBALL
COURT

EXISTING SAND
VOLLEYBALL COURT

RELOCATED SAND
VOLLEYBALL POSTS

171' - 36" SANITARY SEWER

53' - 36" SANITARY SEWER

72' - 36" SANITARY SEWER

USE CAUTION WHEN
EXCAVATING

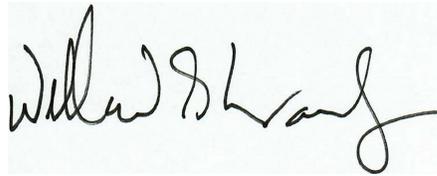
RESOLUTION NO. 21762

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to settle an eminent domain matter concerning Tollway parcel EO-1B-12-102 and titled ISTHA v. Chicago Title Land Trust Company as successor to Harris Trust and Savings Bank as successor to The State Bank of St. Charles as Trustee under Trust No. LT 1694, 2015ED03.

Resolution

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



Approved by: _____

Chairman

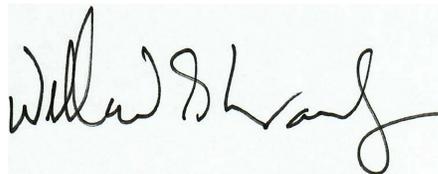
RESOLUTION NO. 21763

Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into a settlement agreement with 7-Eleven, Inc. (“7-Eleven”). As a result of the termination of the Des Plaines oasis pavilion, 7-Eleven agreed to build out its Des Plaines locations. The improvements primarily consisted of additional rest rooms necessary to accommodate the Tollway customers that ordinarily would have stopped at the vacated pavilion. It was agreed that if the lease at Des Plaines were terminated before its natural 2027 expiration date, the Tollway would return a percentage of the value of the undepreciated improvements as well as the renewal and replacement account dollars attributable to the Des Plaines oasis facility.

Resolution

The Chief Financial Officer and the Acting General Counsel are authorized to negotiate and prepare a settlement agreement between the Illinois State Tollway Highway Authority and 7-Eleven, Inc. in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.



Approved by: _____

Chairman

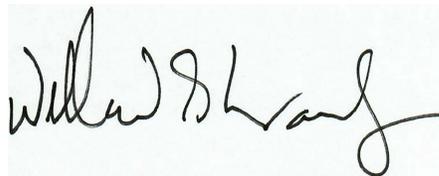
RESOLUTION NO. 21764

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a Collective Bargaining Agreement with the American Federation of State, County, Municipal Employees, Council 31, (“AFSCME”) Local 3883, effective January 1, 2018 through December 31, 2022.

Resolution

The Chief of Administration and the Acting General Counsel are authorized to finalize a Collective Bargaining Agreement between the Illinois State Toll Highway Authority and AFSCME, Local 3883, in accordance with the terms and conditions presented to the Board. The Chairman or the Executive Director is authorized to execute said Agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____
Chairman

RESOLUTION NO. 21765

Background

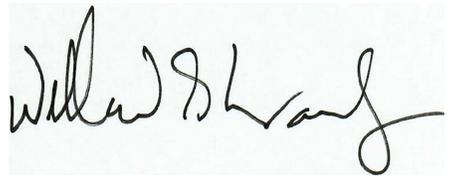
Under Article VIII the By-Laws of the Illinois State Toll Highway Authority, (the “Tollway”) the Board is authorized to amend the By-Laws at any meeting by the affirmative vote of at least six members.

It is in the best interest of the Tollway to amend the By-Laws consistent with the draft attached to this resolution or any further amendment consistent with discussions had by the Board on the proposed amendments. This amendment will reflect legislative directives outlined in Public Act 100-1180 and Public Act 100-0867 and generally provide for the best interest of economy and efficiency of the Board in carrying out its duties and responsibilities.

Resolution

The Board hereby approves the amendment of the By-Laws in substantially the form attached to this Resolution.

Approved by:

A handwritten signature in black ink, appearing to read "William D. Lang", is written over a light blue rectangular background. Below the signature is a solid black horizontal line.

Chairman

BY-LAWS OF

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ARTICLE I

Location

Section 1. Location - The principal office of The Illinois State Toll Highway Authority ("Tollway") shall be located in the Administration Building at 2700 Ogden Avenue, Downers Grove, Illinois. The Tollway may have such other offices within the State of Illinois as it may from time to time provide for by resolution.

ARTICLE II

Seal

Section 1. Seal - The corporate seal of the Tollway shall consist of the emblem of the State of Illinois with the words "Seal of The Illinois State Toll Highway Authority" around the outer perimeter.

ARTICLE III

Officers

Section 1. ChairmanChair

(a) ~~The Chairman~~Chair (the term "Chair" refers to the Chairman described in the Toll Highway Act at 605 ILCS 10/4) shall preside at all meetings of the Board of Directors of the Tollway ("Board"), be the Chief Executive Officer of the Tollway, create agendas for all board and committee meetings, perform all the duties commonly incident to the position of presiding officer of a board or commission as provided by law, and perform such other duties and have such other powers as the Board may from time to time prescribe by resolution.

~~(b) The Chairman shall approve or disapprove all resolutions, by laws, rules, rates and regulations made and established by the Board.~~

(b) The Chair shall approve or disapprove all resolutions, by laws, rules, rates and regulations made and established by the Board, and if the Chair shall approve thereof, the Chair shall sign the same, and such as the Chair shall not approve the Chair shall return to the Board with the objections thereto in writing at the next regular meeting of the Board occurring after the passage thereof. Such veto may extend to any one or more items contained in such resolution, by-law, rule, rate or regulation, or to its entirety; and in case the veto extends to a part of such resolution, by-law, rule, rate or regulation, the residue thereof shall take effect and be in force. If the Chair shall fail to return any resolution, by-law, rule, rate or regulation with objections thereto by the time aforesaid, the Chair shall be deemed to have approved the same, and the same shall take effect accordingly. Upon the return of any resolution, by-law, rule, rate or regulation by the Chair, the vote by which the same was passed shall be reconsidered by the Board, and if upon such reconsideration two-thirds of all the Directors agree by yeas and nays to pass the same, it shall go into effect notwithstanding the Chair's refusal to approve thereof.

(c) ~~___ The Chairman~~Chair shall nominate a ~~Vice-Chairman~~Chair with the majority consent of the board.

(d) ~~___~~ If the ~~Chairman~~Chair is unable to preside at a meeting or over a particular item, the Vice-~~Chairman~~Chair shall be appointed for the limited duration of the ~~Chairman's~~Chair's absence.

Section 2. Directors - The Directors shall meet as a Board of Directors at such dates and times as hereinafter provided. The Board of Directors shall have the power and duty to enforce and execute the provisions of the Toll Highway Act.

Section 3. Secretary - The Board shall ~~biannually~~biennially select a Secretary and fix the Secretary's compensation. The Secretary, or an Assistant Secretary approved by the Board, shall be present at all meetings of the Board and keep accurate records in books provided for that purpose. The Secretary or Assistant Secretary shall have all additional and necessary powers incident to the performance of his office and such other duties as from time to time may be authorized, ordered or directed by the Board or the ~~Chairman~~Chair.

Section 4. Standing Committees

(a) The Board shall have the following standing committees:

~~1.~~(1) Customer Service and Planning Committee

~~2.~~(2) Finance Administration Operations Committee

~~3.~~(3) Audit Committee

~~4.~~(4) -Diversity & Inclusion Committee

~~5.~~(5) Systems Review Committee

(b) Each standing committee shall operate in accordance with a charter approved by the Board via resolution and ~~that is~~ consistent with these By-Laws.

(c) Each standing committee shall consist of a Chair and up to five

Directors selected by the Board ~~Chairman~~Chair, based on their expressed interest and expertise, and approved by the Board via resolution. Additionally, each standing committee Chair shall have the ability to appoint an alternate(s) to serve in the place of an absent or disqualified member(s) during a member's absence or disqualification; provided, however, that in the event that a standing committee Chair is unwilling or unavailable to appoint an alternate, the Board ~~Chairman~~Chair shall have the ability to so appoint. Alternates duly appointed to serve on a standing committee pursuant to this Section shall be included in the determination of the establishment of a quorum and shall have full voting rights during the period of appointment.

The Board shall have the power by resolution to create such other offices and committees and prescribe the duties thereof as it may deem necessary from time to time.

ARTICLE IV

Meetings

Section 1. Quorum - Six Directors of the Board shall constitute a quorum. A quorum must be physically present at the location of the Board meetings. The affirmative vote of six Directors shall be necessary for any action to be taken by the Board. No vacancy in the Board shall impair the right of the quorum of the Directors to exercise all the rights and perform all the duties of the Board.

Section 2. Regular Meetings

- (a) The Board shall, at the beginning of each calendar year, adopt a

schedule of all its regular meetings for such calendar year, listing the dates, times, and places of such meetings.

(b) In any case in which it appears to the ~~Chairman~~Chair to be inexpedient that any regular meeting be held at the date, time or place provided, the ~~Chairman~~Chair is authorized to change the date, time or place of such meeting by notice to each Director.

(c) The Board shall conduct its meetings in accordance with the provisions of the Illinois Open Meetings Act.

(d) Directors may participate in any board meeting by complying with the rules and statutes identified in the Illinois Open Meetings Act.

Section 3. Special Meetings— - In accordance with the provisions of the Illinois Open Meetings Act, special meetings may be held at any date, time or place within the State of Illinois upon the call of the ~~Chairman~~Chair and ~~or a~~ quorum of Directors specifying the date, time, place and general purpose of the special meeting. Notice of a special meeting shall be given to each Director by providing each Director with a copy of the agenda for the special meeting by mail, hand delivery, or electronic transmission at least forty-eight hours prior to the meeting.

Section 4. Public Notice; Agenda— - Public notice of all meetings, whether open or closed to the public, shall comply with all requirements of the Illinois Open Meetings Act; and any additional statutory requirements. Specifically, public notice must be posted on the Authority's website and at the headquarters building of the Authority at least two business days prior to the date and time of the meeting. Any agenda item that will be the subject of final action at the meeting shall include specific details concerning contracts for projects involving amounts over \$100,000,

on the Tollway website.

Section 5. Public Comment — The Board shall set aside a portion of each meeting that is open to the public during which members of the public who are present at the meeting may comment on any subject.

Section 6. Order of Business - The order of business at regular meetings, and so far as practicable at all other meetings, shall be:

- (a) Roll Call
- (b) Public Comment
- (c) Approval of minutes of past meetings
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Approval of resolutions, contracts, settlements, acceptance of proposals, other business that may need approval of the board including resolutionsBoard.
- (g) Executive Session
- (h) Unfinished Business
- (i) New Business
- (j) Recess or adjournment

The Rules of Parliamentary Practice contained in the latest edition of *Robert's Rules of Order* shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the By-Laws or applicable law.

Section 7. Written Minutes of Meetings

(a) As required by the Illinois Open Meetings Act, or other law, the Tollway shall keep written minutes of all its Board meetings, whether open or closed, and a verbatim record of all closed Board meetings. Such minutes shall include, but need not be limited to:

- (1) the date, time and place of the meeting;
- (2) the members of the Board recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and
- ~~(3)~~ ~~(3)~~ ——— a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

(b) The minutes of meetings open to the public shall comply with the Illinois Open Meetings Act.—

ARTICLE V-

Administrative Offices and Departments

Section 1. Administrative Departments - The Board may, by resolution, create or reorganize such administrative offices and departments and prescribe the duties thereof, as it may deem necessary and essential for the purpose of carrying out the Toll Highway Act and the policies of the Board.

ARTICLE VI-

Execution of Documents

Section 1. Execution of Documents - All policies, contracts and agreements

entered into by the Tollway shall be duly executed on its behalf by the ~~Chairman~~Chair, attested by the Secretary or Assistant Secretary, and the corporate seal affixed thereto, except as hereinafter provided. All vouchers, warrants, checks or orders on the Treasurer of the State of Illinois for the disbursement of funds of the Tollway shall be signed by the ~~Chairman~~Chair and countersigned by the Secretary or Assistant Secretary, except as hereinafter provided. Execution and signature as hereinbefore provided shall be in accordance with the foregoing provisions of this section, except where general or specific authority is expressly delegated by resolution to other officers or agents of the Tollway as permitted by law and except where otherwise required by law. New contracts, contract renewals, and orders against master contracts in the amount of \$250,000 or more in a fiscal year or as otherwise specified in the State Finance Act, and amendments or changes to existing contracts that increase the value of such contract by \$250,000 or more in a fiscal year shall be executed by the ~~Chairman~~Chair, the Chief ~~Fiscal~~Financial Officer, and the General Counsel of the Tollway, or appropriate designee.

ARTICLE VII

Conflicts of Interest

Preamble. Directors have an obligation to avoid conflicts of interest arising from the performance of their duties, and to act in the best interests of the Tollway. If not recognized or addressed as provided in this Article VII, conflicts of interest can expose Directors to civil and criminal liability and result in a loss of public confidence in the Tollway. At the same time, this Article VII does not and is not intended to interfere with a Director's performance of his/her duties. Directors are encouraged to zealously act in

the best interests of the Tollway and this may require Directors to interact with vendors and other parties interested in Tollway business or action. So long as Directors put the best interests of the Tollway ahead of any personal interests, follow the requirements of these By-Laws, the Tollway's Code of Ethics, the State Officers and Employees Ethics Act, the Procurement Code, and other applicable laws, and are sensitive to avoiding any actual conflict of interest or appearance of impropriety, they should be able to fulfill their fiduciary responsibilities to the Tollway.

Section 1. Directors shall avoid conflicts of interest arising from the performance of their duties and comply with the requirements of these By-Laws, the Tollway's Code of Ethics, the State Officers and Employees Ethics Act, the Procurement Code, ~~Public Officer Prohibited Activities Act~~ and all other applicable laws. Directors shall consult with the Tollway's Ethics Officer if they have any questions with respect to the statutes referenced in this Article VII ~~in this section or~~ any potential conflict of interest.

Section 2. Conflict of Interest —~~For purpose of these By laws, a~~ A "Conflict of Interest" occurs when ~~a Director's personal interest conflicts with the Director's Tollway duties and responsibilities~~ loyalties or when actions of a Director participates or seeks to participate in, or are divided between the interests of the Tollway and the interests of the Director. Both the fact and the appearance of a conflict should be avoided. Conflicts can arise from interests that may influence any Tollway action in which a Director's judgment including pecuniary/financial or non-pecuniary/personal interests of the Director, the Director's spouse or immediate family member living in the Director's residence has a personal. Article VII applies to any situation where there may be an appearance of impropriety.

~~arising from an actual or potential conflict of interest. A pecuniary interest. A Conflict of Interest~~ involves financial gain while a non-pecuniary interest involves non-monetary advantage or responsibility. A conflict of interest may arise even if the Director or his/her ~~affiliated~~ immediate family members do not have a direct pecuniary interest in a Tollway action.

Section 3. Identification of Conflicts of Interest — Directors are responsible for identifying all actual or potential conflicts of interest. ~~Conflicts of Interest.~~ ~~Such Conflicts of Interest~~ interest may occur as part of Board activities or in other interactions of the Directors with Tollway decision-making processes. Directors shall review agendas prior to Board meetings to determine if they have any ~~Conflicts of Interest.~~ conflicts of interest. Among other things, Directors should compare agenda items against their client list or list of entities doing business with their firm or enterprises from which the Director or immediate family members living in the Director's residence derive personal benefit. They should also be familiar with and abide by the communications provisions contained in the state Procurement Code or other laws, particularly as it impacts entities that derive income from the Tollway, are in the process of bidding for Tollway contracts or are seeking other action by the Tollway that could be perceived as creating an actual or potential conflict of interest as a result of the Director advancing personal or familial interests as opposed to exercising his/her fiduciary duties on behalf of the Tollway.

On an annual basis, ~~and~~ as required by law, or as otherwise disclosed, the Ethics Officer will review the Statements of Economic Interest and other disclosure forms ~~of~~ submitted by Directors in order to assist Directors and the Tollway in identifying any actual or potential ~~Conflicts~~ conflicts of Interest ~~interest.~~ Directors shall complete annual ethics and conflict of interest training as required

by law and Tollway policy. Directors shall take reasonable steps to make themselves familiar with all relevant conflict of interest laws, regulations and policies and consult with the Tollway's Ethics Officer, their personal attorney or other appropriate officials when necessary to identify and properly respond to a Conflict of Interest. disclose an actual or potential conflict of interest or anything that might give the appearance of a conflict of interest.

Section 4. Review Committee – The Tollway's Inspector General, General Counsel and its Chief of Internal Audit or their designees shall comprise the Review Committee. The Review Committee shall review the disclosure statements filed by Directors who have (i) identified an actual or potential conflict of interest and indicated that they will not comply with the corrective steps outlined in Sections 5, 6 and 7 or (ii) concluded that no actual or apparent conflict of interest exists. Factors to be considered by Directors and the Review Committee when determining whether an actual or apparent conflict of interest exists, whether it harms the Tollway or public confidence in the Tollway, and whether corrective steps by a Director are appropriate include, but need not be limited to: (1) whether a substantial threat to the Director's independence of judgment has been created by the situation and (2) the effect of the Director's participation on public confidence in the integrity of the Tollway. The Review Committee will memorialize its determination in a written report to the Board, which will be maintained by the Secretary of the Board.

If two or more of the members of the Review Committee conclude that corrective steps outlined in Sections 5, 6 and 7 are warranted and the Director involved refuses after due notice to take those steps, the Review Committee shall inform the Board in writing, (and orally, if requested) of the facts giving rise to the conflict disclosure, and the basis for the Review Committee's determination. The

Secretary will maintain a log of all conflicts of interest disclosure statements and Review Committee determinations, which will be available for any Director to review and is subject to release consistent with the requirements of the Freedom of Information Act.

Section 45. Director Disclosure Statement - Directors must disclose any ~~Conflict~~actual or potential conflict of Interest interest to the Ethics Officer within 72 hours following the discovery of a ~~Conflict~~the conflict of Interest interest. Conflict of interest disclosure statements must be written and include sufficient detail so as to allow complete and objective assessment of the circumstances by the Review Committee. Directors must indicate in their disclosure statements whether they will recuse themselves pursuant to Section 46 when the matter involving a ~~Conflict~~conflict of Interest interest is considered by the Board, including any committee thereof, and take other corrective steps ~~pursuant to~~ set forth in Section 57. When necessary, because of late discovery of a ~~Conflict~~an actual or potential conflict of Interest interest, verbal disclosures, including sufficient detail so as to allow complete and objective assessment, can be made during meetings and will be included in the official meeting minutes along with the record of other recusals. A Director who makes such a verbal disclosure of a ~~Conflict of Interest~~an actual or potential conflict of interest at a meeting shall submit a disclosure statement within 72 hours after such meeting.

Section 56. Recusal - Directors shall recuse themselves whenever there is a ~~Conflict~~conflict of Interest interest or there is an apparent conflict of interest for which recusal is determined by the Review Committee to be in the best interests of the Tollway. Directors who recuse themselves from a matter in which the Director has a ~~Conflict~~conflict of Interest interest shall refrain from ~~voting on the~~

taking actions to influence the underlying matter at including discussions with Tollway personnel or Directors. A Director who is recused must:

- (1) publically disclose the nature and extent of the interest prior to or during deliberations concerning a Board meeting or a meeting of any committee thereof. During a vote on the matter in question, Directors who have recused themselves shall: proposed award of contract;
- a) (2) Withdraw withdraw from the discussion of the subject matter;
and
- (3) Not not vote on approval or award of the contract in any committee or full board Board hearing. Directors who have recused themselves must be noted in the minutes as having recused themselves rather than abstaining.

b) —

Section 7. Other Action - In addition to recusal, a Director who has a Conflict conflict of Interest interest shall refrain from taking any action for the purpose of influencing action by Tollway management or the Tollway Board with respect to the matter giving rise to the Conflict conflict of Interest interest. A Director who has a Conflict conflict of Interest interest shall also refrain from taking any action for the purpose of influencing action by any third party with respect to the matter that has given rise to the Conflict conflict of Interest interest.

Section 78. Third-Party Disclosure - If a third party brings a reports an actual or potential Conflict conflict of Interest interest concerning a Director to the attention of any Director or Tollway employee, the Director or Tollway employee shall must disclose the matter to the Ethics Officer. The Ethics Officer

~~shall disclose the potential Conflict of Interest and to will inform the Director identified in question of the reported conflict of interest, and request submission of a conflict disclosure statement. As soon as having a potential Conflict of Interest. Upon possible, but no later than 72 hours from notification of such a potential Conflict of Interest, the Director will must file a conflict disclosure statement pursuant to Section 3 outlining the Conflict of Interest or stating why there exists no Conflict of Interest and the provisions of Sections 4-6 shall apply4.~~

Section 89. Abstention - A Director may abstain from voting for reasons other than a ~~Conflict~~conflict of Interest~~interest~~ when the Director has inadequate information on which to judge the merits of the proposed action.-

Section 910. Sanctions - The Board may impose any sanction, take any corrective action or make any referrals allowed by law with respect to a Director ~~as they deem appropriate. who fails to follow the procedures outlined in this Article or abide by the determination of the Review Committee.~~

ARTICLE VIII

Amendments

Section 1. Amendments - These By-Laws may be amended at any meeting of the Board by the affirmative vote of at least six Directors.

As Amended March 21, 2019: