

NOTE REGARDING SCRIVENER’S ERROR IN RESOLUTION NO. 22125

Due to a scrivener’s error, in certain instances, Resolution No. 22125 incorrectly refers to Contract No. 13-0092 as Contract No. 13-0902. Accordingly, the following sentences in the “Background” and “Resolution” sections of Resolution No. 22125 should have stated and should be deemed to state:

Background

“It is in the best interest of the Tollway to exercise the second one-year renewal option in Contract No. 13-0092, amend and update certain contract provisions, and increase the upper limit of compensation to Law Enforcement Systems, LLC and Harris & Harris, Ltd. by an aggregate amount not to exceed \$1,500,000.00 for the purchase of additional Collections and Collection Litigation Services.”

Resolution

“The General Counsel is authorized to amend and update Contract No. 13-0092 as necessary and finalize a one-year renewal option and associated increase in the upper limit of compensation of Contract No. 13-0092 for the purchase of additional Collections and Collection Litigation Services from Law Enforcement Systems, LLC in the amount of \$750,000.00 and from Harris & Harris, Ltd. in the amount of \$750,000.00. An aggregate increase in Contract No. 13-0092 in amount not to exceed \$1,500,000.00 (increase from \$13,000,000.00 to \$14,500,000.00) during the current fiscal year is approved.

This language accurately reflects the Board’s authorization following discussion of the item.



Board Secretary

RESOLUTION NO. 22125

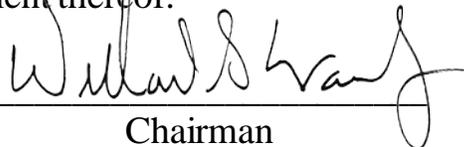
Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Collections and Collection Litigation Services from Law Enforcement Systems, LLC and Harris & Harris, Ltd. (“Contract No. 13-0092”). Contract 13-0092 was awarded as a result of a Tollway Request for Proposal and approved via Resolution No. 20458 dated September 25, 2014 for an initial term of five years. The Tollway exercised the first renewal option in Contract 13-0092, which was approved via Resolution No. 21869 dated September 19, 2019 for a term of one year. It is in the best interest of the Tollway to exercise the second one-year renewal option in Contract No. 13-0902, amend and update certain contract provisions, and increase the upper limit of compensation to Law Enforcement Systems, LLC and Harris & Harris, Ltd. by an aggregate amount not to exceed \$1,500,000.00 for the purchase of additional Collections and Collection Litigation Services.

Resolution

The General Counsel is authorized to amend and update Contract No. 13-0902 as necessary and finalize a one-year renewal option and associated increase in the upper limit of compensation of Contract No. 13-0092 for the purchase of additional Collections and Collection Litigation Services from Law Enforcement Systems, LLC in the amount of \$750,000.00 and from Harris & Harris, Ltd. in the amount of \$750,000.00. An aggregate increase in Contract No. 13-0902 in amount not to exceed \$1,500,000.00 (increase from \$13,000,000.00 to \$14,500,000.00) during the current fiscal year is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Chief Financial Officer. The Chief of Contract Services 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. 22126

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Sports Utility Vehicles through the Central Management Services (“CMS”) master contract with Miles Chevrolet, LLC, Tollway Contract No. 20-0077, for an upper limit of compensation not to exceed \$367,470.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Sports Utility Vehicles from Miles Chevrolet, LLC is approved in an amount not to exceed \$367,470.00 during the current fiscal year. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services 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. 22127

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Maintenance and Support for Cisco SmartNet and IronPort Software and Hardware through the Illinois Department of Innovation & Technology (“DoIT”) master contract with CDW Government LLC, Tollway Contract No. 20-0176, for an upper limit of compensation not to exceed \$1,969,547.60. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of Maintenance and Support for Cisco SmartNet and IronPort Software and Hardware from CDW Government LLC is approved in an amount not to exceed \$1,969,547.60 during the current fiscal year. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services 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. 22128

Background

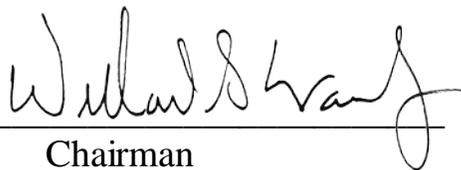
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4473 for Landscape Planting Improvements on the Tri-State Tollway (I-94) from Mile Post 11.50 (IL Route 120) to Mile Post 22.10 (IL Route 22). The lowest responsive and responsible bidder on Contract No. RR-19-4473 is Natural Creations Landscaping, Inc. in the amount of \$999,000.00.

Resolution

Contract No. RR-19-4473 is awarded to Natural Creations Landscaping, Inc. in the amount of \$999,000.00, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22129

Background

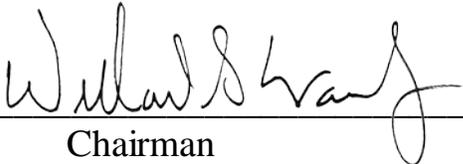
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4468 for Landscape Planting Improvements on the Reagan Memorial Tollway (I-88) from Mile Post 53.80 (IL Route 26) to Mile Post 76.00 (IL Route 251). The lowest responsive and responsible bidder on Contract No. RR-19-4468 is Natural Creations Landscaping, Inc. in the amount of \$1,349,840.20.

Resolution

Contract RR-19-4468 is awarded to Natural Creations Landscaping, Inc. in the amount of \$1,349,840.20, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22130

Background

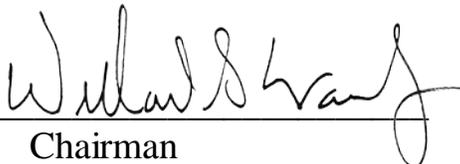
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4545 for Pavement Repairs – Systemwide and Asphalt Repairs on the Tri-State Tollway (I-294) from Mile Post 17.00 (95th Street) to Mile Post 40.00 (Balmoral Avenue). The lowest responsive and responsible bidder on Contract No. RR-20-4545 is K-Five Construction Corporation in the amount of \$4,096,789.06.

Resolution

Contract No. RR-20-4545 is awarded K-Five Construction Corporation in the amount of \$4,096,789.06, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22131

Background

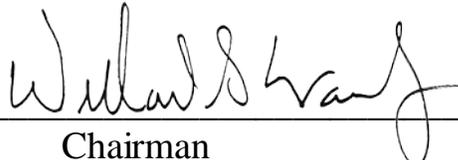
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4542 for Lighting Material Fabrication on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 24.2 (I-55) and Mile Post 32.4 (St. Charles Road) to Mile Post 33.5 (North Avenue). The lowest responsive and responsible bidder on Contract No. I-20-4542 is Aldridge Electric, Inc. in the amount of \$1,868,263.00.

Resolution

Contract No. I-20-4542 is awarded to Aldridge Electric, Inc. in the amount of \$1,868,263.00, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22132

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4476 for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) at Eisenhower Expressway (I-290) and St. Charles Road. The lowest responsive and responsible bidder on Contract No. I-19-4476 is Plote Construction, Inc. / Dunnet Bay Construction Company, (JV). in the amount of \$30,738,139.41.

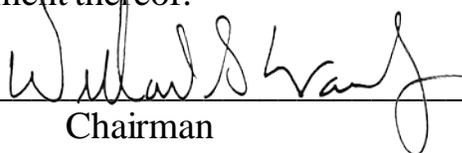
Resolution

Contract No. I-19-4476 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Company, (JV) in the amount of \$30,738,139.41, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22133

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4518 for Roadway Reconstruction and Widening on the Tri-State Tollway (I-294) from Mile Post 19.3 (Plaza 39) to Mile Post 22.3 (75th Street). The lowest responsive and responsible bidder on Contract No. I-20-4518 is Walsh Construction Company II, LLC in the amount of \$70,518,407.28.

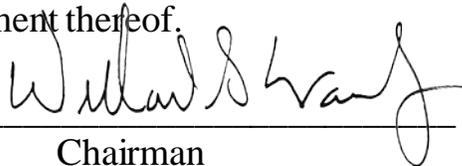
Resolution

Contract No. I-20-4518 is awarded to Walsh Construction Company II, LLC in the amount of \$70,518,407.28, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22134
(AMENDING RESOLUTION NO. 22117)

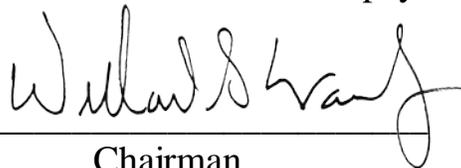
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21919 approved on December 05, 2019, entered into Contract No. I-19-4449 with Plote Construction, Inc. / Dunnet Bay Construction Company, (JV) for Roadway and Bridge Widening and Rehabilitation on the Tri-State Tollway (I-294) from Mile Post 36.3 (Wolf Road) to Mile Post 39.8 (Balmoral Avenue). On October 15, 2020, Resolution 22117 preliminarily increased the upper limit of compensation by \$500,000.00 to provide for schedule recovery to achieve the winter traffic configuration on the Tri-State Tollway bridges over the Bensenville rail yard. This amendment provides for an additional \$181,627.16 to establish a total net adjustment to the Contract of \$681,627.16 for the agreed final costs. Therefore, in accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of this amending resolution increasing the upper limit of Contract No. I-19-4449 in an amount not to exceed \$181,627.16.

Resolution

An Extra Work Order in the amount of \$181,627.16 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4449 (increasing the upper limit from \$63,217,667.09 to \$63,399,294.25) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22135

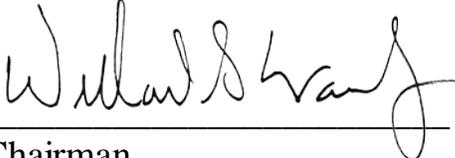
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21687 approved November 29, 2018, entered into an Agreement with ESI Consultants, Ltd., on Contract No. I-18-4698, for Design and Construction Management Services Upon Request on the Elgin O'Hare Western Access (I-490).

Per Tollway request, ESI Consultants, Ltd. submitted a proposal to provide Supplemental Design and Construction Management Services upon Request for Contract No. I-18-4698 in an amount not to exceed \$1,990,462.94, increasing the contract upper limit from \$7,000,000.00 to \$8,990,462.94. It is necessary and in the best interest of the Tollway to accept ESI Consultants, Ltd.'s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with ESI Consultants, Ltd., consistent with the aforementioned proposal, to increase the contract upper limit by \$1,990,462.94, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22136

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Ceratech Fast-Setting Cement. Pursuant to the Tollway’s Invitation for Bid No.20-0062, the Tollway has determined that Cicero Mfg. & Supply Co., Inc. is the lowest responsive and responsible bidder for Ceratech Fast-Setting Cement for an upper limit of compensation not to exceed \$353,900.00 for an initial three-year term and an amount not to exceed \$353,900.00 for a possible three-year renewal term.

Resolution

The bid from Cicero Mfg. & Supply Co., Inc. for the purchase of Ceratech Fast-Setting Cement is accepted. Contract No. 20-0062 is approved in an amount not to exceed \$353,900.00 for an initial three-year term and an amount not to exceed \$353,900.00 for a possible three-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services 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. 22137

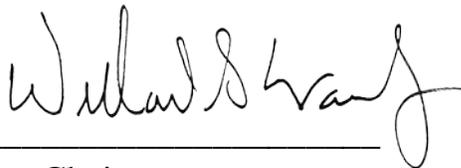
Background

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing and replacing the Windsor Drive Bridge, which crosses over ramps connecting I-88 and I-294. The Village of Oak Brook (“Village”) requested that the Tollway make certain upgrades to the replacement Bridge, including (i) widening the Bridge from two lanes to four lanes, (ii) adding a raised median, and (iii) lengthening the Bridge to accommodate potential future improvements. The Village is reimbursing the Tollway approximately \$1,967,444.00 and agrees to reimburse the Tollway for the actual cost of the work requested. It is the best interest of the Tollway to enter into an Intergovernmental Agreement (“Agreement”) with the Village to document the Village’s requests and account for Village reimbursement and future maintenance responsibilities relative to the Bridge. The Agreement also memorializes the Tollway’s ownership of the Bridge and delineates the Tollway’s maintenance responsibilities.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Tollway Highway Authority and the Village of Oak Brook in substantially the form attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, 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 OAK BROOK**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), effective upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and THE VILLAGE OF OAK BROOK, a municipal corporation of the State of Illinois (“VILLAGE”), individually referred to as “PARTY,” and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to replace existing bridge number 299, Windsor Drive over ramps connecting I-88 and I-294 (I-88 Mile Post 138.45) (sometimes referred to as "Toll Highway"), including but not limited to ILLINOIS TOLLWAY Construction Contract #RR-18-4352 ("PROJECT"), by making the following improvements:

Replacement of the Windsor Drive bridge as it currently exists over the Toll Highway.

WHEREAS, the VILLAGE has requested that the ILLINOIS TOLLWAY include in its PROJECT the widening of Windsor Drive over the Toll Highway from two (2) lanes to four (4) lanes, the addition of a raised median, and lengthening of the bridge to accommodate potential future improvements, referred to as “VILLAGE IMPROVEMENTS,” subject to reimbursement by the VILLAGE to the ILLINOIS TOLLWAY (hereinafter, unless identified otherwise, “PROJECT” includes both the PROJECT and the VILLAGE IMPROVEMENTS);

WHEREAS, by this AGREEMENT, the ILLINOIS TOLLWAY and the VILLAGE 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, including the VILLAGE IMPROVEMENTS;

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;

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 foregoing and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

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

30% Complete

60% Complete (preliminary)

90% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT, which will be prepared by The Upchurch Group, Inc., shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY. Said plans, by reference herein, become a part hereof.
- C. The VILLAGE shall review the PROJECT plans and specifications which impact the VILLAGE's local road or the VILLAGE IMPROVEMENTS 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 by the VILLAGE of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's local road or the VILLAGE IMPROVEMENTS. 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. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX.E. of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including assuring that all permits and approvals (including 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, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements as may be required by the PROJECT are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable federal, state and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, the VILLAGE shall, upon full execution of this AGREEMENT, 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, at no cost to the ILLINOIS TOLLWAY, for the purpose of construction of the PROJECT.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES that there will be no exchange of any property interests pursuant to this AGREEMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights-of-way that require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.

- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.
- C. At all locations where utilities are located on VILLAGE rights-of-way that must be adjusted or relocated due to PROJECT work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and agrees to issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.

IV. CONSTRUCTION

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

- G. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's local roads or the VILLAGE IMPROVEMENTS. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's local roads or the VILLAGE IMPROVEMENTS and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- H. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts and no other inspection arrangements are agreed to by the PARTIES, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on inspection(s). In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver, within five (5) calendar days, a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. Joint re-inspections shall be performed within seven (7) calendar days after the VILLAGE receives notice from the ILLINOIS TOLLWAY that noted deficiencies have been remedied.
- J. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of PROJECT work due to circumstances either known or unknown at the time of bidding or arising after the contract(s) are entered into in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Upon any such cancellation, the VILLAGE shall have no obligation to pay any cost or expense for any cancelled work. The VILLAGE shall otherwise be obligated to pay its share of the actual cost and expense of any such altered portion of the PROJECT work that is to be subsequently maintained the VILLAGE.
- K. The ILLINOIS TOLLWAY shall require all PROJECT construction work performed on or within the VILLAGE's right-of-way to conform to the then current edition of IDOT's Standard Specifications, Supplemental Specifications, Recurring

Special Provisions as well as the VILLAGE's standard drawings and special provisions included in the PROJECT.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs, subject to reimbursement by the VILLAGE as stipulated.
- B. 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 will not delay construction of the individual part of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for all cost increases relating to said work.
- C. As identified in attached "Exhibit A," it is mutually agreed by the PARTIES that the estimated cost to the VILLAGE for core construction work for the VILLAGE IMPROVEMENTS (rounded to the nearest dollar) is \$1,283,392.00. The estimated related costs to the VILLAGE for VILLAGE IMPROVEMENTS work as shown is:
1. \$26,250.00 for contractor's quality program costs; and,
 2. \$65,483.00 for 5% construction cost contingency; and,
 3. \$399,478.00 for design engineering costs; and,
 4. \$207,518.00 for construction engineering costs; and,
- for a total estimated cost of \$1,982,121.00
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested work described in the Recitals section of this AGREEMENT.
- E. The PARTIES agree to the following payment terms: 35% due upon Notice to Proceed, 35% due upon substantial completion of construction, and the remainder, based on final actual costs, due one (1) year after substantial completion of construction.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

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

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. The terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify," "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT for which the PARTY transmitting the communication produces

and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT; provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. However, in no case shall the PARTY with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action with reasonable time for that PARTY to respond. Notwithstanding the foregoing, 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, the ILLINOIS TOLLWAY may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record which documents its consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. The PARTIES generally agree that there are three types of bridge structures that intersect ILLINOIS TOLLWAY rights of way. These bridge types are:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the Toll Highway within the limits of this PROJECT in its entirety and its portion of the bridge improvements as indicated below.

- B. The VILLAGE shall continue its maintenance of the right-of-way of Windsor Drive.
- C. The bridge improvements being constructed as part of the PROJECT under this AGREEMENT are of the following types (as previously described in Section VI, Paragraph J above) and involve the following highways:

Type of Bridge Structure	Affected Highway
Type 2	Windsor Drive

1. The VILLAGE has all maintenance responsibility as to the following:
 - i. All existing VILLAGE local roads and approaches to Windsor Drive, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach embankments outside access control fences, and bituminous repair of approach slabs.
 - ii. The following portions of the Windsor Drive Bridge:
 - a. The wearing surface;
 - b. The deck below the wearing surface and above the structural beams;
 - c. Expansion joints at approach roadway, sidewalks and raised median;
 - d. Parapet walls, railings and architectural metal lettering on the outer parapet walls;
 - e. Guardrail;
 - f. Drainage facilities above structural beams and girders and all drainage facilities carrying exclusively VILLAGE drainage;
 - g. All lighting except underpass;
 - h. All VILLAGE signs and pavement markings; and
 - i. Ice and snow removal, which shall be accomplished in such a manner as to not block or obstruct the Toll Highway below.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions of the Windsor Drive Bridge not otherwise maintained by the VILLAGE as set forth above, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, wingwalls and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

- iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage; and
 - v. Any underpass lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right-of-way.
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 - 3. Any VILLAGE highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
- F. The PARTIES agree that each PARTY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. 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 ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by their construction contractor(s).
- B. All items of PROJECT 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. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

- C. Nothing is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of the ramps connecting I-88 and I-294. The VILLAGE shall retain jurisdiction of Windsor Drive traversed or affected by the Toll Highway 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.
- B. Wherever in this AGREEMENT approval or review by the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. In a timely manner following 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.
- D. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Village Engineer shall meet to resolve the issue. In the event they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right-of-way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. In the event that the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Village Engineer cannot mutually agree on a resolution of any dispute concerning the same as it relates to issues on or solely involving VILLAGE right-of-way, the decision of the VILLAGE's Village Engineer shall be final.
- E. The ILLINOIS TOLLWAY agrees that in the event any PROJECT work is performed by other than ILLINOIS TOLLWAY employees, the provisions of "An Act Regulating Wages of Laborers, Mechanics and other Workers Employed in Public Works by the State, a County or any Political Subdivision or by Anyone Under Contract for Public Works" (820 ILCS 130/1) shall apply to the PROJECT.

- F. The ILLINOIS TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.
- G. This AGREEMENT may be executed using electronic signatures and in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The VILLAGE certifies that its correct Federal Tax Identification number is 36-6009534, and it is doing business as a governmental entity whose mailing address, for purposes of this AGREEMENT, is: The Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523.
- I. This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representatives of the PARTIES.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No party may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining the express written consent and permission of the other PARTY, except as otherwise provided in this AGREEMENT.
- K. The failure of the ILLINOIS TOLLWAY or the VILLAGE to seek redress for a violation of any condition or covenant of this AGREEMENT or the failure of the ILLINOIS TOLLWAY or the VILLAGE to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any 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, without regard to principles of conflict of laws, shall apply to this AGREEMENT and in the event of litigation, venue shall lie exclusively in DuPage County, Illinois.
- M. 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
paulkovacs@getipass.com

To the VILLAGE:

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

- N. The VILLAGE 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 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 Auditor, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- O. The 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.
- P. The ILLINOIS TOLLWAY shall maintain for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and other supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with or pursuant to the terms of this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the VILLAGE’s auditor, and the ILLINOIS TOLLWAY agrees to cooperate fully with any audit conducted by the VILLAGE’s auditor and to provide full access to all relevant materials.
- Q. The Recitals in this AGREEMENT are agreed to and incorporated as a substantive part of this AGREEMENT.
- R. It is mutually agreed by and between the PARTIES that nothing contained in this AGREEMENT is intended nor shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the PARTIES or as constituting one PARTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the other PARTY

for any purpose or in any manner whatsoever. The PARTIES are and shall remain independent of each other with respect to all services performed under this AGREEMENT.

- S. It is mutually agreed by and between the PARTIES that each PARTY warrants and represents to the other PARTY and agrees that: (1) this AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) this AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and (3) this AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.

- T. It is mutually agreed by and between the PARTIES that all agreements, covenants, representations and warranties, express or implied, oral or written, of the PARTIES hereto concerning the subject matter of this AGREEMENT are contained in this AGREEMENT. All prior and contemporaneous negotiations, agreements, representations, covenants and warranties between the PARTIES concerning the subject matter of this AGREEMENT are merged into and superseded by this AGREEMENT. This AGREEMENT contains the entire agreement between the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE VILLAGE OF OAK BROOK

By: _____
Gopal Lalimalani
President

Attest: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Willard S. Evans, Jr.
Chairman & Chief Executive Officer

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Assistant Attorney General

RESOLUTION NO. 22138
AMENDING RESOLUTION NO. 22101

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22027 as preceded by Resolutions 22003, 21948, 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942, 20771, 22027, 22052 and 22101 identified specific parcels that were required for Illinois State Toll Highway purposes. Resolution 22101 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 22101, 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 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 interests in real estate for Project No. RR-11-4010. The Tollway’s Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. RR-11-4010 and, per Resolutions 19584, 21069 and 21451, 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 (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just

RESOLUTION NO. 22138
AMENDING RESOLUTION NO. 22101

Resolution – Continued

compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

In the event all or part of the Identified Parcels cannot, with reasonable diligence, be purchased via negotiations, administrative documentation or settlement, the Land Acquisition Unit, upon the recommendation of the Land Acquisition Manager, the General Counsel and the Attorney General, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Executive Director, the Chief Operating Officer and/or Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. RR-11-4010, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. 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 (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire interests in all or part of all Identified Parcels needed for Project No. RR-11-4010, up to a sum not to exceed the aggregate sum of \$115,000,000.00.

Approved by: _____

Chairman

11/19/20

6.5/2

RESOLUTION NO. 22138
AMENDING RESOLUTION NO. 22101

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

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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
TW-3B-16-023	18-29-205-016	Cook

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Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
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
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook

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Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
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
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
TW-3A-16-066	18-35-407-055	Cook
TW-3B-16-027	18-29-100-003, 18-29-100-027	Cook
TW-3B-16-029	THAT PART OF 71st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook
TW-3B-16-028	18-29-100-026	Cook
TW-5-16-095	18-06-126-010	Cook
TW-5-16-098	18-06-126-009	Cook
TW-5-16-101	18-06-126-006	Cook
TW-5-16-103	18-06-126-005	Cook

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Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-5-16-105	18-06-126-004	Cook
TW-5-16-107	18-06-126-002	Cook
TW-5-16-110	18-06-126-001	Cook
TW-5-16-130	18-06-126-007	Cook
TW-5-16-141	18-19-405-014, 19-19-495-015	Cook
TW-6C-16-008	06-12-419-014	DuPage
TW-6C-16-012	06-12-413-039	DuPage
TW-6C-16-003	15-18-107-018	Cook
TW-6C-16-006	06-12-419-016	DuPage
TW-6C-16-007	06-12-419-015	DuPage
TW-6C-16-009	06-12-419-002	DuPage
TW-6C-16-010	06-12-419-001	DuPage
TW-3A-16-031	23-01-300-014	Cook
TW-3A-16-034	23-01-300-012	Cook
TW-3A-16-038	23-01-106-011	Cook
TW-3B-16-026	18-29-200-004, 18-29-200-009 18-29-200-014, 18-29-200-017	Cook
TW-5-16-046	18-07-117-012, 18-07-117-018	Cook
TW-5-16-048	18-07-117-013	Cook
TW-5-16-050	18-07-117-014	Cook
TW-5-16-051	18-07-117-015	Cook
TW-5-16-052	18-07-117-016	Cook
TW-5-16-053	18-07-117-017	Cook
TW-5-16-082	18-06-303-015, 18-06-303-016, 18-06-303-017	Cook
TW-5-16-090	18-06-303-002	Cook
TW-5-16-099	18-06-126-008	Cook
TW-5-16-132	18-07-301-017	Cook

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PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-5-16-142	COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 65.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 418.63 FEET TO THE WESTERLY LINE OF FLAGG CREEK PER TIMBER TRAILS UNIT 1 RECORDED AS DOCUMENT NUMBER 0530003135; THENCE NORTH 9 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID WESTERLY LINE, 568.83 FEET; THENCE NORTH 2 DEGREES 14 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY LINE, 241.74 FEET TO THE NORTHEAST CORNER OF OUTLOT Y IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS EAST, 60.10 FEET; THENCE SOUTH 2 DEGREES 14 MINUTES 54 SECONDS WEST, 249.01 FEET; THENCE SOUTH 9 DEGREES 28 MINUTES 16 SECONDS WEST, 361.82 FEET; THENCE SOUTH 1 DEGREE 47 MINUTES 13 SECONDS EAST, 292.39 FEET TO THE EASTERLY LINE OF FLAGG CREEK PER SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 9 DEGREES 43 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 155.20 FEET TO THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTH 64 DEGREES 09 MINUTES 53 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF BEGINNING	Cook
TW-5-16-094	18-06-126-022	Cook
TW-6B-16-009	15-18-500-001	Cook
TW-3A-16-042	23-01-109-007	Cook
TW-3A-16-082	23-01-105-006	Cook
TW-5-16-002	18-19-403-016	Cook
TW-5-16-016	18-18-304-014	Cook
TW-5-16-017	18-18-304-013	Cook
TW-5-16-018	18-18-411-001, 18-18-412-001	Cook
TW-5-16-019	18-18-304-012	Cook
TW-5-16-020	18-18-304-011	Cook
TW-5-16-021	18-18-304-010	Cook
TW-5-16-022	18-18-304-009	Cook
TW-5-16-023	18-18-304-007, 18-18-304-008	Cook
TW-5-16-057	18-07-109-015, 18-07-109-016	Cook
TW-5-16-063	18-07-102-009, 18-07-102-010 18-07-102-011, 18-07-102-012	Cook
TW-6C-16-002	15-18-107-015, 15-18-107-019 15-18-107-020, 15-18-107-021	Cook
TW-3A-16-014	23-01-301-042	Cook
TW-3A-16-015	23-01-301-041	Cook

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Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-017	23-01-301-040	Cook
TW-3A-16-019	23-01-301-039	Cook
TW-3A-16-020	23-01-301-022	Cook
TW-3A-16-021	23-01-301-021	Cook
TW-3A-16-024	23-01-300-019	Cook
TW-3A-16-029	23-01-300-026	Cook
TW-3A-16-046	23-01-109-034	Cook
TW-3A-16-052	23-01-117-014-1001 through 1012	Cook
TW-3A-16-054	23-01-117-013-1001 through 1048	Cook
TW-3A-16-056	23-01-113-010	Cook
TW-3A-16-057	23-01-113-003, 23-01-113-004, 23-01-113-005	Cook
TW-3A-16-059	18-36-319-036	Cook
TW-3A-16-063	18-35-407-008, 18-35-407-010	Cook
TW-3A-16-070	18-35-407-041	Cook
TW-5-16-005	18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011	Cook
TW-3A-16-023	23-01-301-020	Cook
TW-3A-16-026	23-01-301-024	Cook
TW-3A-16-027	23-01-301-033	Cook
TW-3A-16-053	23-01-117-003	Cook
TW-5-16-073	That part of Spring Street, Hinsdale	Cook
TW-5-16-074	18-06-303-025, 18-06-310-011, 18-06-310-012 18-06-310-016, 18-06-310-017, 18-06-310-018 18-06-310-019, 18-06-310-021, 18-06-311-001 18-06-311-002, 18-06-311-003, 18-06-311-004 18-06-311-005, 18-06-311-006, 18-06-311-007 18-06-311-008, 18-06-311-009, 18-06-311-010 18-06-311-021, 18-06-311-023	Cook
TW-6B-16-010	That part of Coolidge Avenue, Berkeley	Cook
TW-6B-16-011	That part of Superior St., Huron St. and public alley in block 2 of H.O. Stone and Company's Ber-Elm Addition, Berkeley	Cook

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Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-6B-16-013	That part of Victoria Avenue, Berkeley	Cook
TW-6B-16-014	That part of Electric Avenue, Berkeley	Cook
TW-6B-16-015	15-07-318-004-8001	Cook
TW-6B-16-017	15-07-501-001	Cook
TW-6C-16-005	16 Foot Alley in Block 9 in Berkeley Lawn Subdivision	Cook
TW-3A-16-033	23-01-300-028, 23-01-300-029	Cook
TW-3A-16-043	23-01-109-031	Cook
TW-3A-16-044	23-01-109-032	Cook
TW-3A-16-045	23-01-109-033	Cook
TW-3A-16-047	A PART OF WEST 90TH STREET OF MILFORD COURT, BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 97144076 RECORDED MARCH 04, 1987	Cook
TW-3A-16-083	18-35-122-014, 18-35-122-015	Cook
TW-6B-16-006	That part of Park Ave., Berkeley	Cook
TW-6B-16-007	That part of Victoria Ave., Berkeley	Cook
TW-6C-16-015	15-18-306-016, 15-18-306-017, 15-18-306-018	Cook
TW-5-16-042	18-07-301-019	Cook
TW-5-16-077	LOTS 49 TO 52, BOTH INCLUSIVE, IN H.W. DIETRICH'S RE-SUBDIVISION OF LOTS 1, 2, AND 3, THE SOUTH HALF AND THE WEST 186.86 FEET OF THE NORTH HALF OF LOT 4 AND LOTS 7 TO 18 INCLUSIVE (EXCEPT THE EAST 68 FEET OF LOTS 7 AND 8 IN BLOCK 14, ALL OF BLOCK 15 AND LOTS 1 TO 13 IN BLOCK 16 IN EAST HINSDALE, A SUBDIVISION OF THE EAST HALF AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD; ALL IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	Cook
TW-5-16-080	18-06-312-008, 18-06-312-009	Cook
TW-5-16-123	06-36-200-036	DuPage
TW-5-16-124	06-36-200-025	DuPage
TW-5-16-125	06-25-409-016	DuPage

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Parcel	ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-5-16-027	18-07-418-003, 18-07-418-004, 18-07-400-009	Cook
TW-5-16-029	18-07-418-059-1001 thru 18-07-418-059-1028	Cook
TW-5-16-034	18-07-109-037-1001 thru 18-07-109-037-1105	Cook
TW-5-16-049	18-07-117-007, 18-07-117-008, 18-07-117-009	Cook
TW-5-16-075	18-06-312-031	Cook
TW-5-16-076	18-06-312-030	Cook
TW-5-16-081	18-06-312-007, 18-06-312-017	Cook
TW-5-16-092	18-06-118-020	Cook
TW-5-16-093	18-06-118-016	Cook
TW-5-16-097	18-06-126-019	Cook
TW-5-16-100	18-06-126-018	Cook
TW-5-16-102	18-06-126-017	Cook
TW-5-16-121	06-36-202-017, 06-36-202-018	DuPage
TW-5-16-143	18-07-109-037-1001 thru 1105, Lot 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-5-16-146	THOSE PARTS OF LOTS 9 AND 10 IN BLOCK 12 IN THE HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT)	Cook
TW-6A-16-001	06-25-409-014	DuPage
TW-6A-16-002	15-30-301-018, 15-30-301-020, 15-30-301-021	Cook

RESOLUTION NO. 22139
AMENDING RESOLUTION NO. 22030

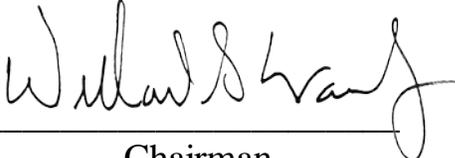
Background

The Toll Highway Act authorizes The Illinois State Toll Highway Authority (“Tollway”) to settle administrative fines and/or penalties arising from toll violations. *See* 605 ILCS 10/10(a-5). After taking the factors listed in Section 10(a-5) of the Toll Highway Act into account, the Tollway, in consultation with the Attorney General, determined that it was in the best interest of the Tollway to establish Toll Violation Payment and Settlement Guidelines (“Guidelines”).

For the effective period of the Tollway’s amnesty program, specifically, June 25, 2020 through December 30, 2020, the Tollway suspended the Guidelines. As discussed in Executive Session, it is in the best interest of the Tollway to further suspend the Guidelines, specifically, during periods on and after December 30, 2020, and remove the Guidelines from the Tollway’s website.

Resolution

Continued suspension of the Tollway’s Toll Violation Payment and Settlement Guidelines and removal of the same from the Tollway’s website is hereby approved.

Approved by: 
Chairman