

RESOLUTION NO. 22286

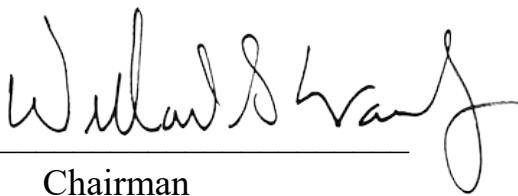
**Background**

In 2016, the Tollway issued a Request for Proposal (RFP #15-0054) for merchant card processing services. After evaluation of the responsive proposals, First Data Merchant Services LLC was determined to be the best qualified to provide merchant card processing services for the four-year period from November 15, 2017 through November 14, 2021 for an upper limit of compensation not to exceed \$69,000,000.00. The RFP provided for additional renewal options of up to six-years.

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to renew its contract with First Data Merchant Services LLC for merchant card processing services (“Contract No. 15-0054”) for the four-year period from November 15, 2021 through November 14, 2025, increasing the upper limit of compensation on the contract by \$110,500,000.00—from \$69,000,000.00 to \$179,500,000.00.

**Resolution**

The renewal and associated increase of \$110,500,000.00 to the upper limit of compensation of Contract No. 15-0054 with First Data Merchant Services LLC for merchant card processing services for the four-year period from November 15, 2021 through November 14, 2025 (increasing the upper limit from \$69,000,000.00 to \$179,500,000.00), is approved. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the aforementioned renewal contract, subject to 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. 22287

**Background**

It is necessary and desirable for The Illinois State Toll Highway Authority (“Tollway”) to retain certain financial firms to provide, on an as-needed basis, underwriting services in connection with the issuance of new bonds.

Pursuant to competitive procurement process RFP#16-0155, on June 22, 2017, the Tollway approved Resolution No. 21288 authorizing, for an initial term of three years ending on October 14, 2020, the Chairman or the Executive Director to assign, as needed for each bond issuance, a bond underwriting group consisting of firms from a Senior Pool and Co-Manager Pool, each as authorized by the same Resolution. On August 20, 2020, the Tollway approved Resolution No. 22065 authorizing a one-year renewal of the Senior Pool and Co-Manager Pool for the period October 15, 2020 through October 14, 2021.

The Senior Pool currently consists of the following financial firms authorized to serve as senior managing underwriter and co-senior managing underwriter (collectively, “Senior Pool”):

Citigroup Global Markets Inc.;

Jefferies LLC;

J.P. Morgan Securities LLC;

Loop Capital Markets LLC;

BofA Securities, Inc.;

Morgan Stanley & Co. LLC;

Piper Sandler & Co.;

PNC Capital Markets LLC;

RBC Capital Markets, LLC;

Samuel A. Ramirez & Co., Inc.;

Siebert Williams Shank & Co., LLC;

and Wells Fargo Bank, N.A.

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**Background - Continued**

The Co-Manager Pool currently consists of the following financial firms authorized to serve as co-managing underwriter (collectively, “Co-Manager Pool”):

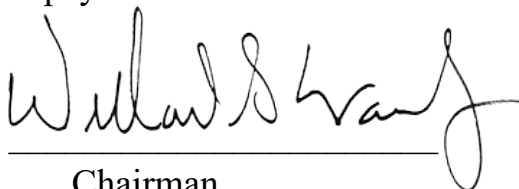
Academy Securities, Inc.;;  
Bernardi Securities Inc.;;  
Blaylock Van, LLC;  
Cabrera Capital Markets, LLC;  
Janney Montgomery Scott LLC;  
KeyBanc Capital Markets Inc.;;  
Mesirow Financial, Inc.;;  
Oppenheimer & Co. Inc.;;  
Rice Securities, LLC; and  
Stifel Nicolaus & Company, Inc.

The current term of the Senior Pool and Co-Manager Pool ends October 14, 2021.

**Resolution**

The one-year renewal of the Senior Pool and Co-Manager Pool is approved. The Executive Director, Chief Financial Officer, Chief Procurement and Compliance Officer and Chief of Contract Services are authorized to execute any and all documents, subject to the review and approval of the General Counsel, necessary to effectuate the one-year renewal of the Senior Pool and Co-Manager Pool for the period October 15, 2021 through October 14, 2022; provided that there is no increase to the rates of compensation per \$1,000 par amount of bonds contained in the original agreements. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_

  
Chairman

## RESOLUTION NO. 22288

**Background**

Pursuant to the provisions of the Toll Highway Act (“Act”), 605 ILCS 10/1, *et seq.*, The Illinois State Toll Highway Authority (“Tollway”) is authorized to provide for the construction, operation, regulation and maintenance of toll highways in the State of Illinois (“Tollway System”).

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

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

The Tollway has determined that the costs of the Move Illinois Program are to be paid from available Tollway funds and from the proceeds of its \$3.6 billion aggregate principal amount of previously issued revenue bonds described in the following paragraph and additional revenue bonds to be issued from time to time.

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

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**Background - Continued**

the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million; (iii) on December 4, 2014, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Nineteenth Supplemental Indenture dated as of December 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million; (iv) on July 30, 2015, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million; (v) on December 17, 2015, as authorized by Resolution No. 20815 dated September 24, 2015, and pursuant to the terms of the Twenty-Second Supplemental Indenture dated as of December 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series B, in the aggregate principal amount of \$400 million; (vi) on June 16, 2016, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, and pursuant to terms of the Twenty-Fourth Supplemental Indenture dated as of June 1, 2016 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2016 Series B, in the aggregate principal amount of \$300 million; (vii) on December 6, 2017, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, as further amended by Resolution No. 21350 dated September 28, 2017, and pursuant to the terms of the Twenty-Fifth Supplemental Indenture dated as of December 1, 2017 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2017 Series A, in the aggregate principal amount of \$300 million; (viii) on July 11, 2019, as authorized by Resolution No. 21477 dated February 22, 2018, and pursuant to the terms of the Twenty-Seventh Supplemental Indenture dated as of July 1, 2019 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue

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**Background - Continued**

Bonds, 2019 Series A, in the aggregate principal amount of \$300 million; and on December 17, 2020, as authorized by Resolutions No. 21477 dated February 22, 2018 and No. 22104 dated October 15, 2020, and pursuant to the terms of the Thirtieth Supplemental Indenture dated as of December 1, 2020 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2020 Series A, in the aggregate principal amount of \$500 million.

Resolution No. 22180 adopted by the Tollway on February 25, 2021 authorizes the issuance and delivery of \$600 million of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture for the purpose of paying costs of the Move Illinois Program (the “Original 2021 New Money Bonds”). None of the Original 2021 New Money Bonds authorized by Resolution No. 22180 have been issued as of the date hereof. The Tollway has determined that it is advisable, necessary and in the Tollway’s best interests to authorize, as supplemental authority to the authority to issue the Original 2021 New Money Bonds set forth in Resolution No. 22180, the issuance and delivery of \$200 million of Additional Senior Bonds for the purpose of paying costs of the Move Illinois Program (“Additional 2021 New Money Bonds”), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Tollway, by virtue of all applicable laws, has the power to issue such Additional 2021 New Money Bonds. It is necessary for the Tollway to approve and to authorize execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements and to perform other acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Additional 2021 New Money Bonds. The Additional 2021 New Money Bonds may be issued together with the Original 2021 New Money Bonds, and the performance of acts necessary or convenient in connection with the implementation of this Resolution with respect to the issuance of the Additional 2021 New Money Bonds, including, but not limited to, any acts taken in connection with the marketing, sale, issuance or documentation thereof, may be performed together with the performance of

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**Background - Continued**

such actions with respect to the Original 2021 New Money Bonds.

Any Additional 2021 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture), including the Original 2021 New Money Bonds now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended as authorized herein or as may be supplemented and amended in the future.

**Resolution**

The Tollway authorizes the issuance and delivery of the Additional 2021 New Money Bonds in an aggregate principal amount not to exceed \$200 million for the purpose of paying a portion of the costs of the Move Illinois Program. The Additional 2021 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said maximum aggregate principal amount or such lesser principal amount, all as may be determined by the Chairman of the Tollway (“Chairman”).

All Additional 2021 New Money Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of Additional 2021 New Money Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a “2021 Supplemental Indenture”) between the Tollway and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of Additional 2021 New Money Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Tollway (“Secretary”) is hereby authorized to attest, a 2021 Supplemental Indenture meeting the requirements of the Master Indenture in substantially the

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**Resolution - Continued**

form of supplemental indentures heretofore executed and delivered in connection with the issuance of fixed rate revenue bonds to finance costs of the Move Illinois Program, with such revisions, insertions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (i) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the Additional 2021 New Money Bonds, and (ii) the application of proceeds of the Additional 2021 New Money Bonds for paying costs of the Move Illinois Program as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and the Tollway's approval of such revisions, insertions, and modifications thereof. Any 2021 Supplemental Indenture with respect to any Additional 2021 New Money Bonds issued together with Original 2021 New Money Bonds may provide terms collectively for both such Additional 2021 New Money Bonds and Original 2021 New Money Bonds.

*Terms of Additional 2021 New Money Bonds.* The Additional 2021 New Money Bonds of each series shall be designated "Toll Highway Senior Revenue Bonds" with such additions, modifications or revisions as shall be determined to be necessary by the Chairman at the time of sale of the Additional 2021 New Money Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, and any other authorized features of the Additional 2021 New Money Bonds determined by the Chairman as desirable to be reflected in the title of the Additional 2021 New Money Bonds being issued. The Additional 2021 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of Additional 2021 New Money Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of Additional 2021 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.



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**Resolution - Continued**

The Additional 2021 New Money Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary and the corporate seal of the Tollway (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The Additional 2021 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the Additional 2021 New Money Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes ("Taxable Bonds") if determined by the Chairman to be beneficial to the Tollway.

*Redemption.* The Additional 2021 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Tollway, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each Additional 2021 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the Additional 2021 New Money Bonds being redeemed. Certain of the Additional 2021 New Money Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Master Indenture), at par and accrued interest to the date fixed for redemption, as determined by the Chairman at the time of the sale thereof and reflected in the related Supplemental Indenture.

Notwithstanding the foregoing, such 2 percent (2%) limitation on the redemption premium for Additional 2021 New Money Bonds to be redeemed shall not apply in the case of Taxable Bonds where the redemption price is based upon a formula designed to compensate the owner of the Additional 2021 New Money Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price ("Make-Whole Redemption Price"). At the time of sale of the Additional 2021 New Money Bonds, the Chairman, by execution of a Bond Purchase Agreement (as hereafter defined), shall determine the provisions of the formula to be used to establish any Make-Whole

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**Resolution - Continued**

Redemption Price. The terms and provisions of any applicable Make-Whole Redemption Price shall be set forth in the related Supplemental Indenture.

*Sale of Bonds.* The Chairman is hereby authorized on behalf of the Tollway to sell all or any portion of the Additional 2021 New Money Bonds to one or more underwriters qualified by the Tollway's procurement process RFP#16-0155 ("Underwriters"), which Underwriters may consist of an underwriting group represented by one or more senior managing underwriters. The Additional 2021 New Money Bonds may be sold and delivered to the Underwriters subject to the terms and conditions of one or more Bond Purchase Agreements between the Tollway and the Underwriters (each, a "Bond Purchase Agreement"); provided, that the aggregate purchase price shall be not less than 98.5 percent of the principal amount thereof to be issued (less any original issue discount used in marketing thereof) plus accrued interest, if any, from their date to the date of delivery thereof. The Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest, each Bond Purchase Agreement in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Tollway issued to finance costs of the Move Illinois Program, with such revisions, insertions, and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and the Tollway's approval of such revisions, insertions, and modifications thereof. In connection with any sale of the Additional 2021 New Money Bonds, the Tollway, acting through the Chairman or the Chief Financial Officer, is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by the Chairman or the Chief Financial Officer, if such officer determines such bond insurance to be desirable in connection with such sale of the Additional 2021 New Money Bonds. The related Supplemental Indenture may include covenants with such bond insurer that are not inconsistent with the provisions of this Resolution and the Master Indenture and are necessary to carry out the purposes of this Resolution.

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**Resolution - Continued**

*Preliminary Official Statement.* The preparation, use and distribution of one or more Preliminary Official Statements relating to the Additional 2021 New Money Bonds (each, a “Preliminary Official Statement”) is hereby in all respects ratified, authorized and approved. Each Preliminary Official Statement shall be in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Tollway issued to finance costs of the Move Illinois Program, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the Additional 2021 New Money Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the Tollway System and the parties to the financing. The proposed use by the Underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Additional 2021 New Money Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the Official Statement on behalf of the Tollway, and the Chairman’s execution thereof shall constitute conclusive evidence of the Chairman’s approval and the Tollway’s approval of any changes to the form of Preliminary Official Statement authorized herein.

*Application of Proceeds.* The proceeds from the sale of any series of the Additional 2021 New Money Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Tollway and as set forth in the

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**Resolution - Continued**

Supplemental Indenture authorizing such Additional 2021 New Money Bonds, as follows:

- (i) to the payment of costs of the Move Illinois Program;
- (ii) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (iii) the amount representing the accrued interest received, if any, to the first interest becoming due on the Additional 2021 New Money Bonds sold;
- (iv) to the payment of interest to become due on the Additional 2021 New Money Bonds of such series for a period not later than three years from the date of issuance of such Additional 2021 New Money Bonds as shall be determined by the Chairman in connection with the issuance of such Additional 2021 New Money Bonds;
- (v) to pay customary expenses related to the issuance of such Additional 2021 New Money Bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution.

*Tax-Exemption and Non-Arbitrage.* The Authorized Officers are hereby authorized to take any actions and to execute any documents and certificates necessary to assure that Additional 2021 New Money Bonds issued on a tax-exempt basis comply with federal tax law relating to tax-exempt bonds, including not constituting “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such Additional 2021 New Money Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Exemption Certificate and Agreement in a form to be approved by bond counsel and by counsel for the Tollway.

*Continuing Disclosure.* The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Tollway’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities

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**Resolution - Continued**

and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the Additional 2021 New Money Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Tollway to finance costs of the Move Illinois Program, with such revisions, insertions, and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and the Tollway's approval of such revisions, insertions, and modifications thereof.

*Authorized Acts.* The Chairman, the Executive Director, the Secretary, the Chief Financial Officer, the General Counsel, and the Chief Engineering Officer of the Tollway are hereby each authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the Additional 2021 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase Agreement, Official Statement, and Continuing Disclosure Agreement.

*Ratification.* All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Additional 2021 New Money Bonds are in all respects approved and confirmed.

*Costs of Issuance.* The Chief Financial Officer of the Tollway is authorized to pay the costs of issuance of the Additional 2021 New Money Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, upfront and annual rating agency fees, upfront and annual trustee fees, the premium or fee for bond insurance, if any, and all other reasonable and necessary fees, expenses and costs of the Tollway incurred in connection with the issuance of the Additional 2021 New Money Bonds.

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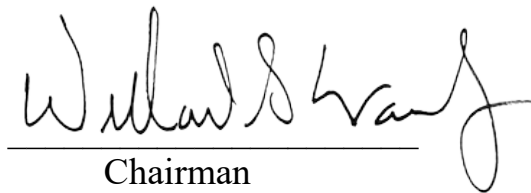
**Resolution - Continued**

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

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

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

Approved by:

  
Chairman

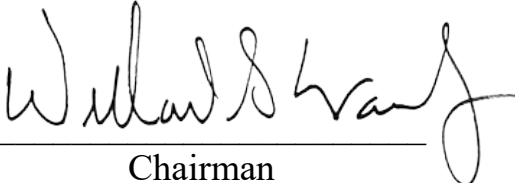
## RESOLUTION NO. 22289

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Red Hat Software Licenses, Maintenance, and Support. Pursuant to the Tollway’s Invitation for Bid No. 21-0025, the Tollway has determined that Emergent, LLC is the lowest responsive and responsible bidder for an upper limit of compensation not to exceed \$729,078.98 for an initial sixteen-month term.

**Resolution**

The bid from Emergent, LLC for the purchase of Red Hat Software Licenses, Maintenance, and Support is accepted. Contract No. 21-0025 is approved in an amount not to exceed \$729,078.98 for an initial sixteen-month 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. 22290

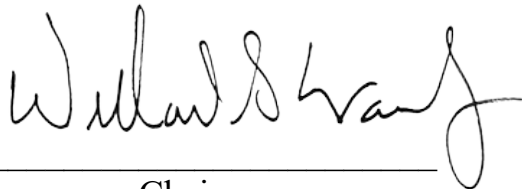
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring IWIN Toughbooks for Illinois State Police District 15. Pursuant to the Tollway’s Invitation for Bid No. 21-0126, the Tollway has determined that C.D.S. Office Systems Incorporated (d.b.a. CDS Office Technologies) is the lowest responsive and responsible bidder for an upper limit of compensation not to exceed \$432,380.00 for an initial five-year term.

**Resolution**

The bid from C.D.S. Office Systems Incorporated (d.b.a. CDS Office Technologies) for the purchase of IWIN Toughbooks is accepted. Contract No. 21-0126 is approved in an amount not to exceed \$432,380.00 for a five-year 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. 22291

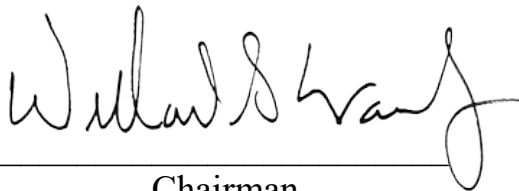
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Cisco Hardware, Software, Maintenance, and Support Services through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with Presidio Networked Solutions Group, LLC, Tollway Contract No. 21-0137, for an upper limit of compensation not to exceed \$1,739,863.64. 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 Cisco Hardware, Software, Maintenance, and Support Services from Presidio Networked Solutions Group, LLC is approved in an amount not to exceed \$1,739,863,64. 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. 22292

**Background**

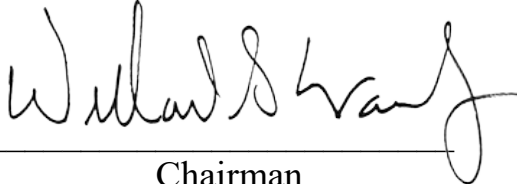
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4587 for the M-5 Maintenance Facility on the Jane Addams Memorial Tollway (I-90) at Mile Post 64.8 (Central Road). The lowest responsive and responsible bidder on Contract No. RR-21-4587 is The George Sollitt Construction Company in the amount of \$33,810,492.00.

**Resolution**

Contract No. RR-21-4587 is awarded to The George Sollitt Construction Company in the amount of \$33,810,492.00, 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. 22293

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4582 for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) from Mile Post 30.3 (Ramp F, South of I-290) to Mile Post 32.3 (South of St. Charles Street). The lowest responsive and responsible bidder on Contract No. I-21-4582 is Lorig Construction Company in the amount of \$43,486,390.70.

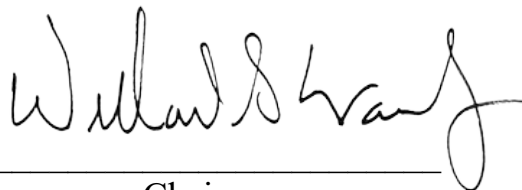
**Resolution**

Contract No. I-21-4582 is awarded to Lorig Construction Company in the amount of \$43,486,390.70, 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. 22294

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4588 for Systemwide Lighting Repairs, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-21-4588 is Utility Dynamics Corporation in the amount of \$1,956,226.00.

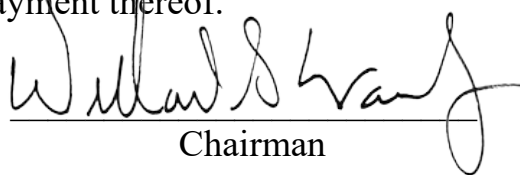
**Resolution**

Contract No. RR-21-4588 is awarded to Utility Dynamics Corporation. in the amount of \$1,956,226.00, 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. 22295

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-9237 for I-88 and I-90 CCTV Camera Installation on the Reagan Memorial Tollway (I-88) from Mile Post 59.0 to Mile Post 91.2 and on the Jane Addams Memorial Tollway (I-90) from Mile Post 5.1 to Mile Post 26.4. The lowest responsive and responsible bidder on Contract No. RR-21-9237 is Utility Dynamics Corporation in the amount of \$2,997,133.20.

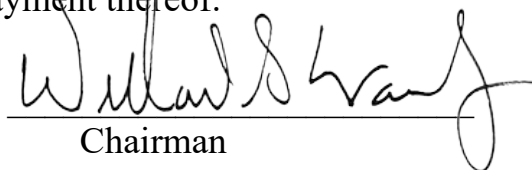
**Resolution**

Contract No. RR-21-9237 is awarded to Utility Dynamics Corporation. in the amount of \$2,997,133.20, 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. 22296

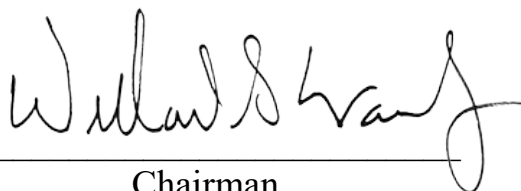
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21976 approved on March 26, 2020, entered into Contract No. I-18-4704 with Curran Contracting Company for Advance Earthwork, Drainage and Retaining Wall Construction on the Elgin O’Hare Western Access (I-490) Mile Post 4.3 (Devon Ave.) to Mile Post 5.6 (South of Touhy Ave.). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-18-4704, by an amount not to exceed \$502,698.34, to provide for the relocation of an existing Federal Aviation Administration Navigational Aid at O’Hare Airport as necessary for the I-490 project. 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 a Change Order / Extra Work Order increasing the upper limit of Contract No. I-18-4704 in an amount not to exceed \$502,698.34.

**Resolution**

A Change Order / Extra Work Order in the amount of \$502,698.34 and a commensurate increase in the upper limit of compensation on Contract No. I-18-4704 (increasing the upper limit from \$48,024,677.92 to \$48,527,376.26) 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. 22297

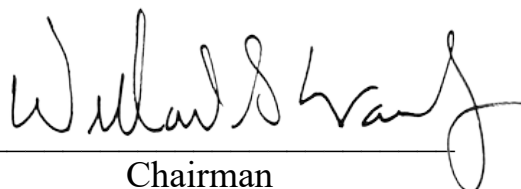
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22132 approved on November 19, 2020, entered into Contract No. I-19-4476 with Plote Construction, Inc. / Dunnet Bay Construction Company, (JV) for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) at (Eisenhower Expressway I-290) and St. Charles Road. It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4476, by an amount not to exceed \$389,996.84, to provide for construction of a variable height concrete barrier wall for accommodating ramp traffic. 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 a Change Order / Extra Work Order increasing the upper limit of Contract No. I-19-4476 in an amount not to exceed \$389,996.84.

**Resolution**

A Change Order / Extra Work Order in the amount of \$389,996.84 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4476 (increasing the upper limit from \$31,213,950.11 to \$31,603,946.95) 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. 22298

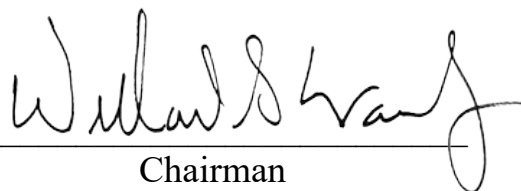
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21919 approved on December 5, 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). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4449, by an amount not to exceed \$353,892.07, to provide for extra costs associated with labor, material, and equipment for additional joint repairs on the Tri-State Tollway (I-294) Southbound bridge over the Bensenville Rail yard. 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 a Change Order increasing the upper limit of Contract No. I-19-4449 in an amount not to exceed \$353,892.07.

**Resolution**

A Change Order in the amount of \$353,892.07 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4449 (increasing the upper limit from \$65,581,575.41 to \$65,935,467.48) 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



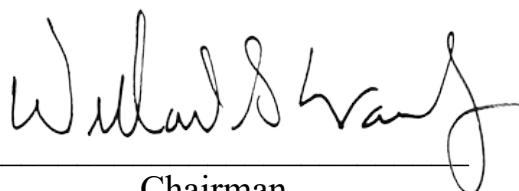
## RESOLUTION NO. 22299

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22130 approved on November 19, 2020, entered into Contract No. RR-20-4545 with K-Five Construction Corporation for Systemwide Pavement Repairs, Systemwide. It is in the best interest of the Tollway to increase the upper limit of Contract No. RR-20-4545, by an amount not to exceed \$1,246,654.23, to provide for pavement patching on the Jane Addams Memorial Tollway (I-90) at US 20 on the Tri-State Tollway (I-294) between I-55 and I-290 and patching just south of the Bensenville Yard Bridge. 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 a Change Order / Extra Work Order increasing the upper limit of Contract No. RR-20-4545 in an amount not to exceed \$1,246,654.23.

**Resolution**

A Change Order / Extra Work Order in the amount of \$1,246,654.23 and a commensurate increase in the upper limit of compensation on Contract No. RR-20-4545 (increasing the upper limit from \$4,223,189.06 to \$5,469,843.29) 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. 22300

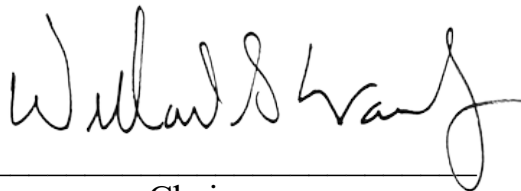
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21918 approved on December 5, 2019, entered into Contract No. I-19-4464 with Judlau Contracting, Inc. for I-57 Roadway and Bridge Widening and I-294 Ramp Construction on the Tri-State Tollway (I-294) from Mile Post 7.0 to Mile Post 8.5 and Interstate 57 from Mile Post 349.2 to Mile Post 350.6. It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4464, by an amount not to exceed \$335,545.60, to provide for additional quantities of protective shielding necessary to reconstruct three bridges. 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 a Change Order increasing the upper limit of Contract No. I-19-4464 in an amount not to exceed \$335,545.60.

**Resolution**

A Change Order in the amount of \$335,545.60 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4464 (increasing the upper limit from \$66,180,334.43 to \$66,515,880.03) 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. 22301

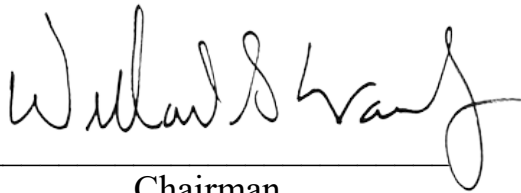
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. RR-21-4566, Systemwide. DLZ Illinois, Inc./ ABNA of Illinois, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with DLZ Illinois, Inc./ ABNA of Illinois, Inc. to obtain Construction Management Services Upon Request on Contract No. RR-21-4566 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 22302

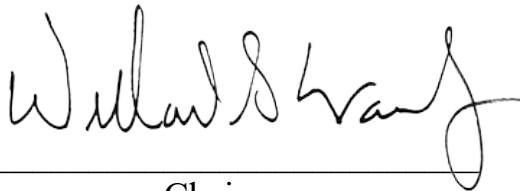
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. RR-21-4565, Systemwide. Gasperec Elberts Consulting, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Gasperec Elberts Consulting, LLC to obtain Construction Management Services Upon Request on Contract No. RR-21-4565 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 22303

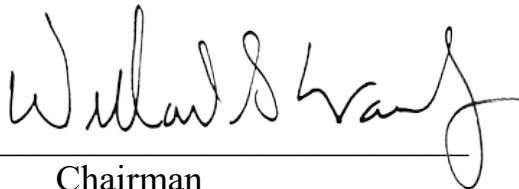
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. I-21-4734 on the Elgin O’Hare Western Access (EOWA) project. Program Management & Control Systems, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Program Management & Control Systems, LLC to obtain Construction Management Services Upon Request on Contract No. I-21-4734 with an upper limit of compensation not to exceed \$3,000,000.00, 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: \_\_\_\_\_

Handwritten signature of William S. Kang in black ink, written over a horizontal line.

Chairman

## RESOLUTION NO. 22304

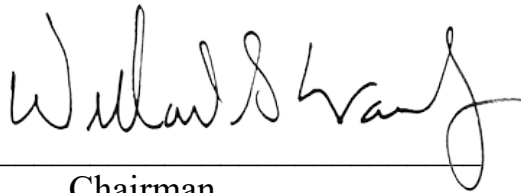
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. I-21-4567 on the Tri-State Tollway (I-294). TransLand Engineering Group, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$2,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with TransLand Engineering Group, LLC to obtain Construction Management Services Upon Request on Contract No. I-21-4567 with an upper limit of compensation not to exceed \$2,000,000.00, 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. 22305

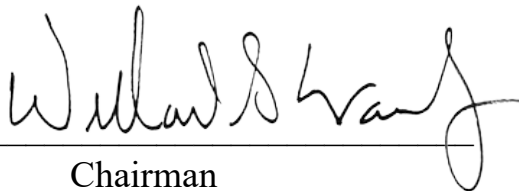
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services on Contract RR-21-4570 for Utility Relocation Assistance Upon Request, Systemwide. HBK Engineering, LLC submitted a proposal to provide such services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with HBK Engineering, LLC to obtain Utility Relocation Assistance Upon Request on Contract No. RR-21-4570 with an upper limit of compensation not to exceed \$3,000,000.00, 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:



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Chairman

## RESOLUTION NO. 22306

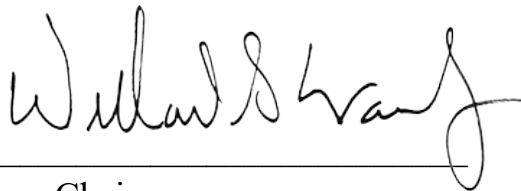
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services on Contract I-21-4568 for Geotechnical and Environmental Services Upon Request, Systemwide. Shannon and Wilson, Inc. / Strata Earth Services, LLC, dba Strata submitted a proposal to provide such services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Shannon and Wilson, Inc. / Strata Earth Services, LLC, dba Strata to obtain Geotechnical and Environmental Services Upon Request on Contract No. I-21-4568 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 22307

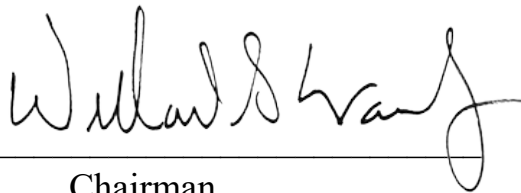
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services on Contract RR-21-4564 for Design Upon Request, Systemwide. Hanson Professional Services, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$4,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an agreement with Hanson Professional Services, Inc. to obtain Design Upon Request on Contract No. RR-21-4564 with an upper limit of compensation not to exceed \$4,000,000.00, 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:



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Chairman

09/09/21

6.3/17

RESOLUTION NO.

**DEFERRED**

**Background**

# Deferred

Approved by: \_\_\_\_\_

Chairman

## RESOLUTION NO. 22308

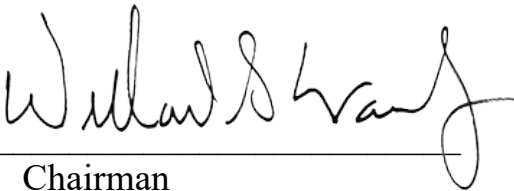
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21925 approved December 05, 2019, entered into an agreement with Rubinos & Mesia Engineers, Inc. on Contract No. I-19-4469 for Design Services for Systemwide Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Mile Post 19.8 (Bypass U.S. 20).

Per Tollway request, Rubinos & Mesia Engineers, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-19-4469 in an amount not to exceed \$719,600.00, increasing Contract No. I-19-4469’s upper limit from \$2,278,626.27 to \$2,998,226.27. It is necessary and in the best interest of the Tollway to accept Rubinos & Mesia Engineers, Inc.’s proposal.

**Resolution**

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with Rubinos & Mesia Engineers, Inc., consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-19-4469 by \$719,600.00. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, 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. 22309

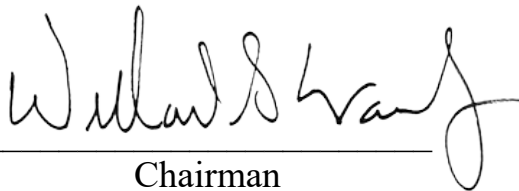
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Web-Based Plan Room and On-Call Printing Services. Pursuant to the Tollway’s Request for Proposal No. 19-0200, and upon evaluation by a selection committee, the Tollway has determined that BHFX, LLC provides the best overall value for Web-Based Plan Room and On-Call Printing Services for an upper limit of compensation not to exceed \$1,080,457.80 for an initial five-year term and an amount not to exceed \$1,080,457.80 for a possible five-year renewal term.

**Resolution**

The proposal from BHFX, LLC for the purchase of Web-Based Plan Room and On-Call Printing Services is accepted. Contract No. 19-0200 is approved in an amount not to exceed \$1,080,457.80 for an initial five-year term and an amount not to exceed \$1,080,457.80 for a possible five-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. 22310

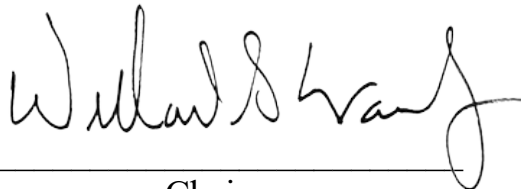
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to immediately procure Guardrail Repairs *via* Emergency Contract No. 21-0135 pursuant to 30 ILCS 500/20-30 and 44 Ill. Admin. Code 1.2030. These goods and/or services are being procured from Fence Masters, Inc. for an upper limit of compensation not to exceed \$789,661.00.

**Resolution**

Contract No. 21-0135 for the emergency procurement of Guardrail Repairs by Fence Masters, Inc. is approved in an amount not to exceed \$789,661.00. 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. 22311

**Background**

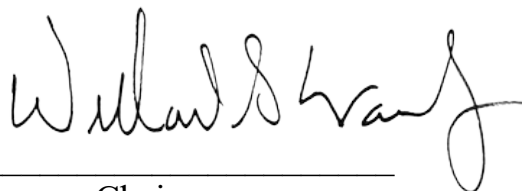
The Illinois State Toll Highway Authority (“Tollway”) owns Parcel NS-700-19-001.EX (“Parcel”), which is located at 2379 Davey Road, Woodridge, Will County, Illinois. The Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee has declared the Parcel excess to the Tollway’s needs.

The Parcel was appraised by an Illinois Licensed General Appraiser in the amount of \$13,600,000.00 and was advertised for sale by sealed bid. The Tollway received a bid in the amount of \$16,000,000.00 from Bolingbrook Properties, LLC. It is in the best interest of the Tollway to accept the bid and convey title to the Parcel to Bolingbrook Properties, LLC.

**Resolution**

The sale of Parcel NS-700-19-001.EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcel and any improvements located thereon to Bolingbrook Properties LLC. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all documents necessary to transfer said property, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 22312

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95<sup>th</sup> Street to Balmoral Avenue (“Project”), including stormwater detention on Tollway right-of-way along Harding Road in the Village of Hinsdale (“Village”). Original plans included open surface detention at this location. The Village indicated a preference for underground detention. The Tollway agreed to the Village’s request for underground detention, the extra cost of which would be approximately \$420,000. To construct the Project in accordance with the original plans, the Tollway will have to remove up to 58 trees on Village property, which, in accordance with Title 7, Chapter 2 of the Village code, would require the Tollway to pay the Village approximately \$420,000. However, in view of the Tollway’s agreement to construct underground detention, the Tollway will not have to pay the Village for the trees it will remove. Also, the Village agreed to perform at grade routine maintenance of the underground detention.

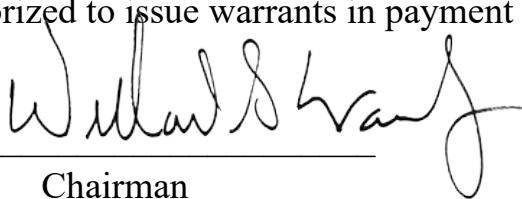
It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Village to memorialize the Tollway’s and Village’s understandings regarding the Project.

**Resolution**

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway and the Village in substantially the form attached to this Resolution. The Chairman and 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  
VILLAGE OF HINSDALE**

This INTERGOVERNMENTAL 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 HINSDALE, a municipal corporation of the State of Illinois, ("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 safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0) ("Toll Highway"), in accordance with, among other ILLINOIS TOLLWAY contract(s), (Design Contract #I-17-4298), and (Construction Contract # **XX-NN-NNNN**) ("PROJECT");

WHEREAS, the ILLINOIS TOLLWAY has identified fifty-eight (58) trees on VILLAGE property adjacent to the PROJECT ("TREES") that may require removal in order to construct the PROJECT;

WHEREAS, the ILLINOIS TOLLWAY intends to compensate the VILLAGE in accordance with Title 7, Chapter 2 of the VILLAGE code regarding the removal of trees within the public right-of-way, and seeks approval from the VILLAGE to remove the TREES upon full execution of this AGREEMENT, avoiding potential delays to the PROJECT;

WHEREAS, in furtherance of the PROJECT, the ILLINOIS TOLLWAY has previously or will acquire certain property from private property owners located within the VILLAGE along Harding Road as shown in EXHIBIT A, attached hereto;

WHEREAS, the VILLAGE has requested that the ILLINOIS TOLLWAY include in its PROJECT the design and construction of an underground detention system near I-294 and Harding Road and provide landscaping to screen the noise abatement wall to be installed at the east side of the site ("IMPROVEMENT") in lieu of open surface detention originally planned by the ILLINOIS TOLLWAY;

WHEREAS, the ILLINOIS TOLLWAY agrees to include in its PROJECT construction of the IMPROVEMENT in lieu of open surface detention in exchange for approval by the VILLAGE of the removal of the TREES as compensation to the VILLAGE in accordance with Title 7, Chapter 2 of the VILLAGE code;



;

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;

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 aforementioned recitals and the mutual covenants contained, 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.
- 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 roadways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained roadways. 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, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES in support of 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.

## II. RIGHT OF WAY

- A. Except as otherwise stated, 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.
- B. To the extent that the transfer of property interests is required between the PARTIES for the construction or future maintenance associated with this PROJECT, the PARTIES shall cooperate in the conveyance of said interests with no unnecessary delay and at no additional cost to either party.
- C. Upon full execution of this AGREEMENT, the VILLAGE shall grant, permit and allow the ILLINOIS TOLLWAY access, ingress, and egress to VILLAGE right-of-way, for the purpose of construction necessary as part of the PROJECT, including the removal of trees within the public right-of-way as identified. This grant, permit, and allowance shall be at no additional cost to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY right-of-way, for which the VILLAGE shall have maintenance responsibility as well as liability, indemnification and hold harmless obligations, as set forth in Section VII below, is identified in EXHIBIT B, attached hereto.
- E. Without the express prior written approval of the ILLINOIS TOLLWAY, the VILLAGE shall not make any improvements or enhancements that potentially impact the IMPROVEMENT, or on or above the IMPROVEMENT. VILLAGE restrictions include, but are not limited to, placement of sculptures or other physical works of art, storage of equipment or materials, planting or landscaping, and building or construction of any kind.
- F. Nothing in this AGREEMENT shall be construed in any way to deprive the ILLINOIS TOLLWAY of the right to access the ILLINOIS TOLLWAY property identified in EXHIBIT B at any time and for any reason without prior notice, approval or permission from the VILLAGE.

### III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights-of-way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The VILLAGE, at no expense to the ILLINOIS TOLLWAY, 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 local roads are proposed by the VILLAGE to be done in conjunction with the PROJECT.
- 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 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.
- E. At all locations where utilities are located on ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- F. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, inclusive of 3<sup>rd</sup> party fibers and/or ducts, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.

- G. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) currently in place within the PROJECT limits that must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause its portion of the PROJECT, including construction of the IMPROVEMENT, intended to provide a minimum of 1.6 acre/feet of detention to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the 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.
- C. The ILLINOIS TOLLWAY shall require its contractor(s) working within the VILLAGE's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2021, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect. Similarly, the VILLAGE shall require its contractor(s) fulfilling the VILLAGE's obligations pursuant to this AGREEMENT, to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2021, or the indemnification provision in the applicable version of the ILLINOIS TOLLWAY's Standard Specifications subsequently in effect.
- D. The ILLINOIS TOLLWAY shall require that the VILLAGE, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the VILLAGE will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- E. 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 right-of-way. 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 right-

of-way and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

## **V. FINANCIAL**

- A. Except as otherwise identified, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, construction engineering and construction costs.
- B. The ILLINOIS TOLLWAY shall be responsible for all expenses related to the design, construction and construction inspection of the IMPROVEMENT.
- C. In reference to Title 7, Chapter 2 of the VILLAGE code regarding the removal of TREES within the public right-of-way, the PARTIES agree that the ILLINOIS

TOLLWAY's construction of the IMPROVEMENT represents full compensation for impact to VILLAGE trees throughout the limits of the PROJECT, and that this compensation satisfies any and all requirements of the VILLAGE's Director of Public Service, Village Forester and Tree Board as they relate to removal of TREES in conjunction with the PROJECT.

## **VI. MAINTENANCE - DEFINITIONS**

- A. With respect to this AGREEMENT, 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. As used, 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. 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.
  2. 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.
  3. 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.

4. 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.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The VILLAGE will have maintenance responsibilities as follows:
  1. The VILLAGE will be responsible for routine maintenance above and around the IMPROVEMENT, including but not limited to berm maintenance, periodic mowing of grass, maintenance of landscaping, and debris removal, including compliance with applicable state laws and local ordinances. The VILLAGE's area of responsibility shall be as shown in EXHIBIT B with the new noise abatement wall on the east side of the site acting as the liability line.
  2. Not including the IMPROVEMENT itself, the VILLAGE shall remove any type of graffiti ascribed to any facilities approved to be located upon the area depicted in EXHIBIT B.
- B. Without limiting the VILLAGE's obligation, responsibility and liability, the VILLAGE agrees that if the ILLINOIS TOLLWAY determines, in its sole discretion, that the routine maintenance of items described in Section VII (A) above are not being performed by the VILLAGE, they may, after two (2) days' notice having been provided to the VILLAGE, be performed by the ILLINOIS TOLLWAY and in such case the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost of the maintenance work performed.
- C. To the maximum extent allowed by law, the VILLAGE agrees to indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents, from and against any and all claims for injury, death, or damages of any nature that may arise with respect to any ILLINOIS TOLLWAY right-of-way identified as being subject to maintenance responsibility of the VILLAGE. The obligations of the VILLAGE pursuant to this provision shall survive the termination of this AGREEMENT, but only for those acts of omissions that occurred during the term of this AGREEMENT.
- D. The PARTIES agree that if and when the IMPROVEMENT is in need of replacement due to it having exceeded its useful life, the cost of replacing the IMPROVEMENT will be shared equally between the PARTIES. The VILLAGE may choose to not participate in the replacement and reconstruction of the IMPROVEMENT. If the VILLAGE chooses not to participate, the ILLINOIS TOLLWAY reserves the right to replace, at its discretion, the IMPROVEMENT with a new underground detention system, or open surface detention. If the

ILLINOIS TOLLWAY determines at that time to construct an open surface detention system, the VILLAGE's rights to use and its obligations to maintain and indemnify with respect to the ILLINOIS TOLLWAY right-of-way depicted in EXHIBIT B shall terminate; provided, however, that said indemnification obligations will survive termination consistent with sub-paragraph VII (C) above.

#### **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.

#### **IX. GENERAL PROVISIONS**

- A. The PARTIES understand and agree that the ILLINOIS TOLLWAY shall have jurisdiction of the I-294 Tri-State Tollway. The VILLAGE shall retain jurisdiction of respective VILLAGE facilities 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.
- B. The PARTIES understand and agree that this AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of VILLAGE roadways and/or facilities and Toll Highway facilities within the limits of this PROJECT.
- C. Wherever in this AGREEMENT approval or review by either PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. 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 said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may



be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- E. In the event of a dispute between the 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 Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- G. This AGREEMENT may only be modified in writing, executed by duly authorized representatives of the PARTIES.
- H. This AGREEMENT and the covenants contained shall become null and void in the event the contract covering the construction work contemplated 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 and their respective successors and approved assigns.
- J. 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.
- 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 Du Page County, Illinois.
- L. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agrees 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.

M. 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.

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

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

To the VILLAGE:                      The Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Attn: President Thomas Cauley Jr.

O. 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 VILLAGE OF HINSDALE**

By: \_\_\_\_\_  
Thomas Cauley Jr.  
President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Willard S. Evans, Jr.  
Chairman and 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

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General

## RESOLUTION NO. 22313

**Background**

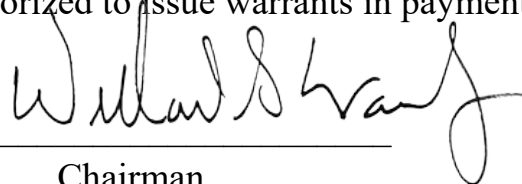
The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95<sup>th</sup> Street to Balmoral Avenue (“Project”), including removal and replacement of the section of I-294 over 87<sup>th</sup> Street and Roberts Road. The Cook County Department of Transportation and Highways (“County”) requested that the Tollway include reconstruction and widening of portions of the 87<sup>th</sup> Street and Roberts Road intersection in the Project, which will involve improvements to existing traffic signals and the interconnect with 95<sup>th</sup> Street, reconstruction of sidewalks, reconstruction and replacement of storm sewers, construction of three right turn lanes and driveway construction of parcels affected by the work. The Tollway agreed to perform the Project work and additional requested work subject to the County’s agreement to reimburse the Tollway for its actual costs. The estimated cost of the County’s requested work is \$4,979,050.35. Reimbursement by the County will be in the form of a credit to the Tollway for Tollway participation in a County led project affecting EOWA project work along I-294.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the County to memorialize the Tollway’s and County’s understandings regarding the additional Project work requested by the County.

**Resolution**

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway and the County in substantially the form attached to this Resolution. The Chairman and 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 COUNTY OF COOK**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), and THE COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, (“COUNTY”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

**RECITALS:**

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to improve the Tri-State Tollway (I-294) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0) (“Toll Highway”), as contemplated in, but not limited to (Design Contract # I-17-4296), and (Construction Contract # I-20-4517), (“PROJECT”);

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is removing and replacing the Tri-State Tollway (I-294) over the 87<sup>th</sup> Street and Roberts Road bridge structures, which include making the following improvements:

The I-294 over 87<sup>th</sup> Street and Roberts Road work as proposed and as shown on “EXHIBIT A” consists of Tri-State Tollway (I-294) roadway reconstruction and widening which will require two new bridges, a 3-span southbound bridge and a 2-span northbound bridge for the Tri-State Tollway (I-294) over 87<sup>th</sup> Street and Roberts Road. The new bridges will include five lanes and a median flex lane in both directions. The 3-span southbound bridge is 791 feet long and 77 feet wide consisting of span lengths of 228 feet, 328 feet, and 228 feet. The 2-span northbound bridge is 554 feet long and 77 feet wide consisting of span lengths of 274 feet and 274 feet. Work also consists of staging traffic on 87<sup>th</sup> Street and Roberts Road, including short-term overnight and weekend closures with marked detours, obtaining construction access through COUNTY property, and using COUNTY roads for access. The work under this contract also includes, but is not limited to, bridge demolition, retaining wall construction, noise wall construction, temporary and permanent storm sewer systems including pipes and structures, temporary and permanent lighting, including underpass lighting, temporary and permanent traffic signals, including replacement of existing traffic signals, temporary and permanent erosion control measures, intelligent transportation system equipment, roadside safety improvements including guardrail, temporary concrete barrier, terminals, and other work, temporary and permanent pavement marking and delineation, maintenance of traffic control measures, earthwork including topsoil stripping, embankment construction, hauling and proper disposal of excess material

off site or to designated ILLINOIS TOLLWAY facilities, and all other work necessary to complete the PROJECT in accordance with the approved plans;

The existing frontage road located on the east side, parallel to I-294 and connecting 87<sup>th</sup> Street and Roberts Road, currently provides existing westbound 87<sup>th</sup> Street to northbound Roberts Road access. The existing frontage road will remain open during construction at the request of the COUNTY. Once the proposed right turn lane from 87<sup>th</sup> Street to Roberts Road at the intersection is completed, the frontage road will be closed, removed, graded and seeded.

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT the reconstruction and widening of 87<sup>th</sup> Street from 81<sup>st</sup> Avenue to 79<sup>th</sup> Avenue as well as Roberts Road from 87<sup>th</sup> Place to 86<sup>th</sup> Street to allow for left and right turn movements to take place at the intersection, the replacement of existing traffic signals at the 87<sup>th</sup> Street and Roberts Road intersection and the interconnect with 95<sup>th</sup> Street, with the COUNTY to bear all costs above and beyond that which existed prior to the PROJECT at said intersections, and reconstruction of sidewalks along eastbound and westbound 87<sup>th</sup> Street and along northbound and southbound Roberts Road. The work under this AGREEMENT also includes but is not limited to the reconstruction and replacement of storm sewers along 87<sup>th</sup> Street and Roberts Road, and construction of right turn lanes for southbound Roberts Road and northbound Roberts Road at 87<sup>th</sup> Street and westbound 87<sup>th</sup> Street at Roberts Road (“COUNTY WORK”). See “EXHIBIT B”. The County improvements along 87<sup>th</sup> Street and Roberts Road will also include driveway reconstruction affecting seven (7) parcels (“DRIVEWAY PARCELS”) as required for grade correction relative to the COUNTY WORK.

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to include the COUNTY WORK to the PROJECT as described in this AGREEMENT;

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY 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 outlined in the Letter of Understanding (“LOU”) fully executed June 30, 2020, and attached as **“EXHIBIT C”**;

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

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 agree as follows:

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final construction plans, specifications, special provisions and cost estimates (collectively, the “plans and specifications”) for the PROJECT, subject to reimbursement by the COUNTY as stipulated.
- B. The COUNTY agrees to provide design engineering for all of the COUNTY WORK, including but not limited to the reconstruction and widening of 87<sup>th</sup> Street and Roberts Road, the reconstruction of the sidewalks, storm sewers and DRIVEWAY PARCELS and the installation of the underpass lighting, temporary traffic signals, permanent traffic signals and interconnect to 95<sup>th</sup> Street for incorporation into the ILLINOIS TOLLWAY final plans and specifications.
- C. The final approved plans and specifications for the PROJECT shall be promptly delivered electronically to the COUNTY by the ILLINOIS TOLLWAY. If practicable, the ILLINOIS TOLLWAY shall provide the COUNTY with hard copies of the final approved plans and specifications for the PROJECT upon request.
- D. The COUNTY shall review the plans and specifications which impact the COUNTY's maintained facilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained facilities. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- E. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including ensuring 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 (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 in support

of general project schedules and deadlines. All 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.

- G. The COUNTY shall grant and consent, in a reasonable amount of time, to any and all permits for right of access (ingress and/or egress) and/or temporary use of its property and right-of-way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit(s) for right of access, temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.

## **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, except as specified in paragraph I below.
- 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 ILLINOIS TOLLWAY format.
- D. Except as otherwise set forth in this AGREEMENT, the ILLINOIS TOLLWAY, at its own expense, shall acquire all right-of-way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the approved plans and specifications.
- E. The ILLINOIS TOLLWAY shall convey parcels TW-3A-16-059 and T-3A-55.EX2 ("PARCELS"), as shown on EXHIBIT B attached, to the COUNTY via quit claim deed upon completion of the PROJECT, provided, however, that:
  - 1. Said conveyances shall be made without consideration, cash or otherwise, to the ILLINOIS TOLLWAY, beyond the obligations assumed by the COUNTY under this AGREEMENT.
  - 2. It is understood that the PARCELS at issue are being conveyed for a public purpose, and that upon conveyance by the COUNTY of any portion of any of the PARCELS for a non-public purpose within ten (10) years of the date of this AGREEMENT, the COUNTY shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds to the ILLINOIS TOLLWAY, pursuant to the



ILLINOIS TOLLWAY's Excess Real Property Declaration and Disposal Policy dated November 2015; and

3. In the event any portion of the PARCELS is required in the future for Toll Highway improvements, the COUNTY will re-convey that portion of the PARCELS to the ILLINOIS TOLLWAY upon demand and without cost, and the ILLINOIS TOLLWAY shall not be responsible for any improvements made to that portion of PARCELS including, but not limited to, all facilities, sidewalks, bike paths, and any and all fences, walls, signs or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, etc.
  4. The quit claim deed from the ILLINOIS TOLLWAY to the COUNTY for the PARCELS shall contain the following covenant: "Pursuant to Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015, the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of the Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system."
  5. The obligations identified in sub-paragraphs II (E) (2), (3) and (4) above will survive conveyance by the COUNTY of any portion of the PARCELS for public purposes or non-public purposes and said covenants and restrictions shall be set forth in any deed or other conveyance document.
- F. Right-of-way was previously acquired by the ILLINOIS TOLLWAY for I-294 roadway and bridge improvements, including Parcels TW-3A-16-059, T-3A-49, T-3A-54, T-3A-55, T-3A-57, and T-3A-58. A portion of this right-of-way, consisting of and identified as Parcels T-3A-49 EX, T-3A-54 EX, T-3A-55 EX.1, T-3A-55 EX.2, T-3A-57 EX, and T-3A-58 EX, as shown on "EXHIBIT B" attached, shall be conveyed to the COUNTY as excess at the completion of the PROJECT.
- G. Following the completion of the PROJECT, the COUNTY agrees to convey to the ILLINOIS TOLLWAY, at no cost to the ILLINOIS TOLLWAY permanent easements for Parcels T-3A-49 EX, T-3A-54 EX, T-3A-55 EX.1, T-3A-57 EX, and T-3A-58 EX, as shown on "EXHIBIT B" attached.
- H. The COUNTY will be responsible for preparing the parcel plats and legal descriptions for the DRIVEWAY PARCELS, as shown in EXHIBIT B, at no cost to the ILLINOIS TOLLWAY. These parcels are necessary for the driveway improvements of the PROJECT and will be pursuant to the plans and specifications. The ILLINOIS TOLLWAY will coordinate the appraisals and negotiations as part of the ILLINOIS TOLLWAY land acquisition process. The COUNTY will reimburse the ILLINOIS TOLLWAY for the settlement costs of the acquisitions.

### III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY right-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 COUNTY agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY right-of-way, and on proposed COUNTY right-of-way where improvements to COUNTY highways are proposed by the COUNTY 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 right-of-way, and on proposed ILLINOIS TOLLWAY right-of-way which are outside areas of COUNTY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.
- E. At all locations where utilities are located on COUNTY right-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on COUNTY right-of-way and must be adjusted due to work proposed by the COUNTY, the ILLINOIS TOLLWAY agrees to cooperate with the COUNTY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The COUNTY agrees to reimburse and/or credit the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. At all locations where utilities are located on ILLINOIS TOLLWAY right-of-way and must be adjusted due to work proposed by the COUNTY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the COUNTY's

utilities are located on ILLINOIS TOLLWAY right-of-way and must be adjusted due to work proposed by the COUNTY or due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The COUNTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY before award), award the contract(s), provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY as stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY 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 COUNTY shall detail in writing its specific objections for review and consideration by the ILLINOIS TOLLWAY. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, or following the expiration of an approved extension of time, the proposed deviation shall be deemed approved by the COUNTY.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

- F. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of the construction contract for the PROJECT and the COUNTY shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the COUNTY does not perform a final inspection of COUNTY WORK within fifteen (15) calendar days after receiving notice of completion of 100% of the construction contract for the PROJECT or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the COUNTY. The ILLINOIS TOLLWAY's representative, may in its sole discretion, join in on such inspections. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within ten (10) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within ten (10) 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 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.
- H. The ILLINOIS TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the COUNTY be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- I. The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's right of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY's Supplemental Specifications for construction, issued April 2019, or the indemnification provision in the applicable version of the ILLINOIS TOLLWAY's Supplemental Specifications subsequently in effect.
- J. As-built drawings of the PROJECT and utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the COUNTY electronically within sixty (60) days after completion of the PROJECT. If practicable, the ILLINOIS TOLLWAY shall also provide the COUNTY with hard copies of the same upon request,

## V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, construction engineering and construction costs subject to reimbursement by the COUNTY as stipulated.
- B. It is mutually agreed by the PARTIES that construction engineering costs shall be computed as 10% of actual final construction costs for the COUNTY WORK and mobilization costs shall be 6% of actual final construction costs for the COUNTY WORK.
- C. Estimated construction costs for the COUNTY WORK are \$4,225,487.83, estimated construction mobilization costs for the COUNTY WORK are \$269,103.40, estimated construction engineering costs for the COUNTY WORK are \$449,459.12, estimated cost for the DRIVEWAY PARCELS is \$35,000.00, for a total estimated cost to the COUNTY of \$4,979,050.35 for the COUNTY WORK. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the COUNTY WORK related to the reconstruction of 87<sup>th</sup> Street and Roberts Road, described in the Recital section of this AGREEMENT and as depicted in "EXHIBIT B" attached herein.
- D. The estimated costs of upgrades requested by the COUNTY for the COUNTY WORK shall be accounted for as a credit to the ILLINOIS TOLLWAY for cost participation in the County Line Road: Grand Avenue to Lake Street project, memorialized in a separate Intergovernmental Agreement, fully executed by the PARTIES December 19, 2019. Notwithstanding, the estimated cost, the COUNTY agrees to credit the ILLINOIS TOLLWAY for the actual cost of the COUNTY WORK performed at 87<sup>th</sup> Street and Roberts Road. Further, and notwithstanding anything that could be construed to the contrary in the separate Intergovernmental Agreement between the PARTIES dated March 30, 2021, the actual cost for the requested COUNTY enhancements included the Plainfield Road Bridge over I-294 and Flagg Creek reconstruction, including stainless steel reinforcement, diamond grinding and increased retaining wall height.
- E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY based on the first and subsequent progress payments made to the contractor from the ILLINOIS TOLLWAY, the COUNTY will reimburse the ILLINOIS TOLLWAY the amount equal to what the ILLINOIS TOLLWAY has expended to the contractor for the COUNTY WORK, on behalf of the COUNTY until the entire COUNTY's obligation incurred under this AGREEMENT has been paid.
- F. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause

said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the 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 COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or 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 and piers, bridge girders/beams, bridge deck, 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 the PARTIES' roadway facilities or right-of-way, to the motoring public and/or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided or, in the case of the ILLINOIS TOLLWAY, if the proposed action is deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect ILLINOIS TOLLWAY right-of-way:
  - 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 I-294 in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, 87<sup>th</sup> Street and Roberts Road, including all facilities, and sidewalks, underpass lighting, traffic signals, storm sewers, etc., and any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at the COUNTY’s request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following type as described in Section VI, Paragraph J above and involve the following roadway(s):

Bridge Structure Type	Affected Roadway	Existing IDOT Structure Number	ILLINOIS TOLLWAY Bridge Number
1	I-294 over 87 <sup>th</sup> Street and Roberts Road	016-9624, 016-9625, and 016-9826	SN 171 and SN 175

Type 1 - ILLINOIS TOLLWAY Right-of-way over a Local Road

1. The COUNTY has all maintenance responsibility as to the following:
  - a. All COUNTY right-of-way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
  - b. All drainage facilities on COUNTY right-of-way which drain COUNTY highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on COUNTY property for the purpose of carrying exclusively Toll Highway drainage;
  - c. All underpass lighting;
  - d. All COUNTY traffic signals; and



- e. The sidewalks along eastbound and westbound 87<sup>th</sup> Street and along northbound and southbound Roberts Road.
  2. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY right-of-way adjacent to roadways maintained by the COUNTY, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.
- D. 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. Closure of lanes of traffic along 87<sup>th</sup> Street and Roberts Road for repair or replacement projects or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the COUNTY before such closure; and
  3. 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, provided that if such attachment or placement is directly in connection with operation of the COUNTY roadway or performance of COUNTY maintenance obligations under this AGREEMENT, the COUNTY may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire structure. The ILLINOIS TOLLWAY will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the COUNTY.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

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

- B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right-of-way that are not to be improved or maintained by the 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 improved or maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The COUNTY 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.
- E. Nothing herein is intended to prevent or preclude the COUNTY 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 County of Cook and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The COUNTY shall retain jurisdiction of 87<sup>th</sup> Street and Roberts Road 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 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 COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E. 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.
- F. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's Superintendent 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, subject to Section IX.G below.
- G. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's requested work, or a dispute concerning the plans and specifications for the COUNTY's requested work, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's Superintendent shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's requested work, the decision of the COUNTY's Superintendent shall be final as long as that decision does not unreasonably delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. In the event there is a conflict between the terms contained in this document and the attached Exhibits, 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. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006541 and it is doing business as a governmental entity, whose mailing address is 118 North Clark Street, Room 500, Chicago, IL 60602.
- K. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. This AGREEMENT does

not, and shall not be construed to, create any rights, responsibilities, or causes of action in any third parties except as specified herein.

- M. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern District.
- 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 COUNTY's auditor, the ILLINOIS TOLLWAY's auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- P. The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the ILLINOIS TOLLWAY Inspector General ("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 COUNTY will fully cooperate in any OIG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in 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: Acting Chief Engineering Officer

E-mail: [mnashif@getipass.com](mailto:mnashif@getipass.com)

To the COUNTY:

Cook County Department of  
Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, Illinois 60602  
Attn: Superintendent  
E-mail: [jennifer.killen@cookcountyil.gov](mailto:jennifer.killen@cookcountyil.gov)

- R. 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 COUNTY OF COOK**

By: \_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk  
(SEAL)

This \_\_\_\_ day of \_\_\_\_\_ 2021

RECOMMENDED BY:

APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Jennifer "Sis" Killen , P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

\_\_\_\_\_  
Assistant State's Attorney

**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

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General

RESOLUTION NO. 22314  
AMENDING RESOLUTION NO. 22280

**Background**

Resolutions 19584, 19882, 20227, 20894 and 22024 authorized acquisition of needed parcels and expenditures up to \$687,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Elgin O'Hare Western Access Project, Project No. I-11-4011 ("Project No. I-11-4011"). Resolution 22280, as preceded by Resolutions 22264, 21965, 21850, 21754, 21540, 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 The Illinois State Toll Highway Authority ("Tollway") purposes. Resolution 22280 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. I-11-4011, 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 be acquire by eminent domain. This Resolution, amending Resolution 22280, 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. I-11-4011. 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. I-11-4011 and per Resolutions 19584, 19882, 20227, 20894 and 22024, spend sums up to an amount



RESOLUTION NO. 22314  
AMENDING RESOLUTION NO. 22280

**Resolution – continued**

not to exceed \$687,000,000.00 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 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 the 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. I-11-4011, 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

RESOLUTION NO. 22314  
AMENDING RESOLUTION NO. 22280

**Resolution – continued**

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) and 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. I-11-4011, up to a sum not to exceed the aggregate sum of \$687,000,000.00.

Approved by: William S. Kang  
Chairman

09/09/21

6.4/3

RESOLUTION NO. 22314  
AMENDING RESOLUTION NO. 22280

**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**

<b>Elmhurst Road Interchange</b>	<b>PREVIOUSLY IDENTIFIED</b>
<b><u>PARCEL NUMBER</u></b>	<b><u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u></b>
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**

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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**

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
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**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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**

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-102	03-04-101-022	DuPage
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>		<b>County</b>
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
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



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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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
NW-7B-12-009	08-25-202-005, 08-25-203-005	Cook
NW-7B-12-003	08-25-400-006	Cook

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
NW-7B-12-006	08-25-202-006, 08-25-202-013 08-25-202-014, 08-25-202-017, 08-25-202-018	Cook
NW-7B-12-010	08-25-202-019	Cook
NW-7B-12-020	08-25-400-005	Cook
WA-1D-12-023T	03-24-201-021	DuPage
WA-1D-12-024T	03-24-201-022	DuPage
WA-1D-12-027T	12-19-100-066	Cook
WA-1D-12-028T	12-19-100-065	Cook
WA-1D-12-029T	12-19-100-084	Cook
WA-1D-12-030T	12-19-100-083	Cook
WA-1D-12-032T	12-19-100-096	Cook
WA-1D-12-103T	12-19-400-121	Cook
WA-1D-12-116	12-30-101-006	Cook
WA-1D-12-117	12-30-102-002	Cook
WA-1D-12-119	03-13-313-007, 03-13-313-010, 03-13-313-012	DuPage
NW-7A-12-017T	08-26-411-002	Cook
NW-7A-12-082T	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-086T	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-091T	08-36-100-011	Cook
NW-7A-12-093T	08-36-100-013	Cook
NW-7A-12-094T	08-36-100-016	Cook
NW-7A-12-095T	08-36-100-019	Cook
NW-7A-12-097T	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-099T	08-36-101-027	Cook
NW-7A-12-113T	08-35-201-012, 08-26-410-006	Cook

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
WA-1D-12-124	03-13-324-008, 03-13-402-001	DuPage
WA-1D-12-125	03-13-402-002	DuPage
WA-1D-12-126	03-13-402-003, 03-24-200-007	DuPage
WA-1D-12-127	03-24-200-063	DuPage
WA-1D-12-128	03-13-402-004	DuPage
WA-1D-12-129	12-19-100-080, 12-19-100-102	Cook
WA-1D-12-130	12-19-100-079	Cook
WA-1D-12-134	03-13-322-002, 03-13-322-003, 03-13-322-019	DuPage
WA-3D-12-064T	08-25-301-006	Cook
WA-3D-12-065T	08-25-301-008, 08-25-301-009, 08-25-301-010 08-25-301-011, 08-25-301-012	Cook
WA-3D-12-079T	09-30-301-002	Cook
WA-3D-12-080T	09-30-300-050, 09-30-300-060	Cook
WA-3D-16-001T	09-31-100-004	Cook

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

<b>Elgin O'Hare Western Access</b>	<b>ADDED IDENTIFIED PARCELS</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-1D-12-025T	03-24-201-006, 03-24-201-023	DuPage
WA-1D-12-033T	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-12-034T	12-19-100-038	Cook
WA-1D-12-035T	12-19-100-019	Cook
WA-1D-12-035T	12-19-100-026	Cook
WA-1D-12-038T	12-19-100-028	Cook
WA-1D-12-041T	12-19-400-159	Cook
WA-1D-12-104T	12-19-400-120	Cook
WA-1D-12-109T	12-19-100-078	Cook
WA-1D-12-120	03-13-321-001, 03-13-321-002	DuPage
WA-1D-12-121	03-13-323-001	DuPage
WA-1D-12-122	03-13-323-007, 03-13-323-008	DuPage
WA-1D-12-123	03-13-324-001	DuPage
WA-1D-12-131	03-13-320-001	DuPage
WA-1D-12-132	03-13-320-032	DuPage
WA-1D-12-133	03-13-322-001	DuPage
WA-3D-12-081T	039-30-300-059	Cook

## RESOLUTION NO. 22315

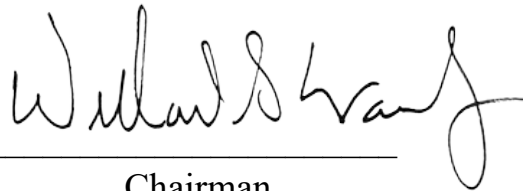
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding workers’ compensation claims filed by James Tallerico. It is in the best interest of the Tollway to enter into the settlement.

**Resolution**

The settlement of James Tallerico workers’ compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

## RESOLUTION NO. 22316

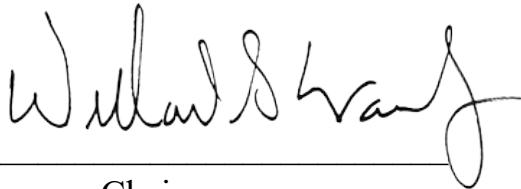
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to settle *ISTHA v. Valinvest Holding, L.L.C.*, 2016 L 050440, an eminent domain matter concerning Tollway parcel TW-7-12-003.

**Resolution**

The above-proposed litigation settlement is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board of Directors in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, 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. 22317

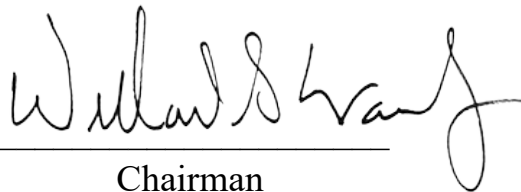
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding wrongful death claims filed by Samuel Gradman. It is in the best interest of the Tollway to enter into the settlement.

**Resolution**

The settlement of Samuel Gradman’s wrongful death claims is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 22318

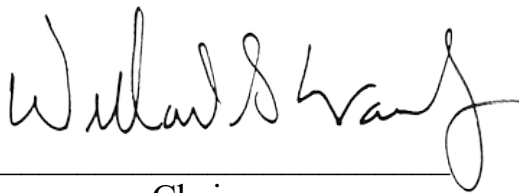
**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Marketing Incentives. Pursuant to the Tollway’s Invitation for Bid No. 21-0088RR, the Tollway determined that Money Network Financial, LLC is the lowest responsive and responsible bidder for Marketing Incentives for an upper limit of compensation not to exceed \$430,000.00.

**Resolution**

The bid from Money Network Financial, LLC for the purchase of Marketing Incentives is accepted. Contract No. 21-0088RR is approved in an amount not to exceed \$430,000.00. 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. 22319

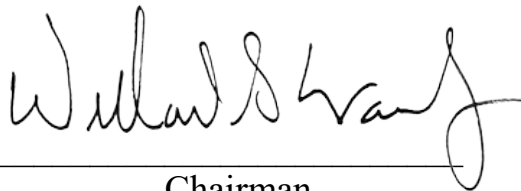
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Transponder Fulfillment Services from Ada S. McKinley Community Services, Inc., a State Use Vendor (“Contract No. 17-0172”). It is in the best interest of the Tollway to purchase additional Transponder Fulfillment Services from Ada S. McKinley Community Services, Inc. by renewing Contract No. 17-0172 and increasing the upper limit of compensation by an amount not to exceed \$4,430,000.00.

**Resolution**

The renewal and associated increase to the upper limit of compensation of Contract No. 17-0172 for the purchase of additional Transponder Fulfillment Services from Ada S. McKinley Community Services, Inc. is approved in an amount not to exceed \$4,430,000.00 (increasing the upper limit from \$8,434,198.00 to \$12,864,198.00). 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. 22320

**Background**

Section 10(a-5) of the Toll Highway Act (“Act”), 605 ILCS 10/10(a-5), grants The Illinois State Toll Highway Authority (“Tollway”) discretionary authority to implement amnesty programs relative to fines and penalties imposed as a result of toll evasion and/or toll violations.

In June 2020, consistent with the Tollway’s ongoing implementation of tolling reform, and in view of the Governor of Illinois’ declaration of all counties in the State of Illinois a disaster area due to the COVID-19 pandemic that continues to challenge the State and the nation, the Tollway determined that it was in the best interest of the Tollway and Tollway patrons for the Tollway to implement an amnesty program. Accordingly, on June 25, 2020, pursuant to Resolution No. 22053, the Tollway implemented an amnesty program. Subsequently, pursuant to Resolution Nos. 22143 and 22266, the Tollway extended the deadline of the amnesty program to September 3, 2021.

In June 2021, the Tollway Board of Directors approved the procurement of new Violation Enforcement Program services for the collection of unpaid tolls, fines and fees. See Resolution No. 22265.

In order to more smoothly transition the collection of unpaid tolls, fines and fees to the new Violation Enforcement Program, it is in the best interest of the Tollway to reinstitute the recently expired amnesty program on the same terms and conditions as the recently expired amnesty program. See Resolution Nos. 22053, 22143 and 22266. The reinstated amnesty program will expire on February 10, 2022. Accordingly, under the reinstated amnesty program, all March 9, 2020 Amnesty and Pre-March 9, 2020 Amnesty amounts (both of which included all outstanding tolls) must be paid, in full, by 5:00 p.m. Central Standard Time on February 10, 2022.


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RESOLUTION NO. 22320

**Resolution**

To provide additional relief to Tollway customers and to more smoothly transition the collection of unpaid tolls, fines and fees to the new Violation Enforcement Program, the Tollway is authorized to reinstitute the amnesty program on the terms and conditions set forth in Resolution Nos. 22053, 22143 and 22266. The program will expire at 5:00 p.m., Central Standard Time, on February 10, 2022.

Approved by:   
Chairman