

RESOLUTION NO. 21194

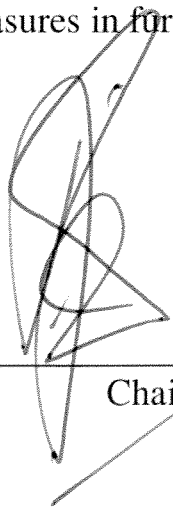
Background

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, the Illinois State Toll Highway Authority is obligated to reimburse the state health insurance program for retirees who served the Tollway, members of the State Police who served District 15, and those former employees receiving disability benefits through the State Employees Retirement System (SERS). A monthly invoice is sent to Central Management Services (CMS) for its review and approval. Payment in the amount of \$4,192,543.46 for 2016 is required to reimburse CMS for the cost of medical, dental and life insurance benefits.

Resolution

Reimbursement to Central Management Services (“CMS”) of the State of Illinois for the Tollway’s pro-rata share of the State’s cost of medical, dental and life insurance benefits for retirees receiving pension or former employees receiving disability benefits through the State in the amount of \$4,192,543.46 is approved, and the Chief of Finance is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21195

Background

It is necessary and desirable for The Illinois State Toll Highway Authority (the "Tollway") to retain certain firms to provide financial advisory services to assist the Tollway in connection with: (a) financing the Tollway's ongoing *Move Illinois Capital Program* and, as/if needed, other Tollway capital projects; (b) management of the Tollway's bonded indebtedness including any related derivatives transactions and credit enhancement; and (c) other Tollway financing initiatives or financial analyses. The Tollway issued Request for Proposals #16-0040 for Municipal Advisor Services (the "RFP") to solicit such services, for an initial term of three years with renewal options of up to two years.

Proposals received pursuant to the RFP were: (a) reviewed by the Procurement Department for administrative compliance and vendor responsibility; (b) evaluated by an evaluation committee for Responsiveness (as defined in the RFP); and (c) scored, in accordance with the RFP, based on Responsiveness and price. As a result of such review and evaluation and in accordance with the RFP, FirstSouthwest, a Division of Hilltop Securities, Inc. ("FirstSouthwest") and The PFM Group, consisting of PFM Financial Advisors LLC, PFM Asset Management LLC and PFM Swap Advisors LLC ("PFM"), were determined to be the two best qualified offerors and are recommended for award.

Resolution

The selection of PFM to provide services requested by the RFP that are related to derivatives (aka swaps, hedge agreements) is approved. The selection of FirstSouthwest to provide all other services requested by the RFP is approved.

The Chief of Finance is authorized to negotiate the terms and conditions of an agreement with each of FirstSouthwest and PFM, subject to review and approval of the General Counsel, for an initial term of three years with options to

01/26/17


6.1/2

RESOLUTION NO. 21195

Resolution-Continued

renew for up to two years, provided that combined compensation for FirstSouthwest and PFM will not exceed \$750,000 during the initial term of three years. The Chairman or Executive Director is authorized to execute any and all documents necessary to effectuate said Agreements and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21196

Background

The Illinois State Toll Highway Authority (the "Tollway") has a need to procure Unclaimed Property Reporting Services. The Tollway issued Request for Proposal No. 16-0030, and proposals were evaluated by a selection committee. It is in the best interest of the Tollway to award a contract to Crowe Horwath LLP for Unclaimed Property Reporting Services for an upper limit of compensation not to exceed \$400,000.00.

Resolution

The proposal from Crowe Horwath LLP is accepted; Contract No. 16-0030 is approved for the period of April 1, 2017 through March 31, 2022 in an amount not to exceed \$400,000.00; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith subject to the approval of the General Counsel as appropriate; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21197

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Snowplow Trucks through the Central Management Services ("CMS") master contract with Patson, Inc. (d.b.a. TransChicago Truck Group) and Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield East) (Tollway Contract No. 17-0001) for an aggregate upper limit of compensation not to exceed \$2,775,001.18. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Snowplow Trucks from Patson, Inc. (d.b.a. TransChicago Truck Group) and Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield East) and an award in favor of each of the foregoing entities under Contract 17-0001 are approved in an aggregate amount not to exceed \$2,775,001.18. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21198

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Elevator Maintenance, Inspection, Repair, and Full Hydraulic Pressure Testing Services. Pursuant to the Tollway's Invitation for Bid No. 16-0068, the Tollway has determined that The Stone Group, Inc. is the lowest responsive and responsible bidder for Elevator Maintenance, Inspection, Repair, and Full Hydraulic Pressure Testing Services for an upper limit of compensation not to exceed \$345,129.00.

Resolution

The bid from The Stone Group, Inc. for the purchase of Elevator Maintenance, Inspection, Repair, and Full Hydraulic Pressure Testing Services is accepted. Contract No. 16-0068 is approved in an amount not to exceed \$345,129.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21199


Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Chiller Preventive Maintenance and Repair Services. Pursuant to the Tollway's Invitation for Bid No. 16-0060, the Tollway has determined that Voris Mechanical, Inc. is the lowest responsive and responsible bidder for Chiller Preventive Maintenance and Repair Services for an upper limit of compensation not to exceed \$145,507.00.

Resolution

The bid from Voris Mechanical, Inc. for the purchase of Chiller Preventive Maintenance and Repair Services is accepted. Contract No. 16-0060 is approved in an amount not to exceed \$145,507.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21200

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Fire Alarm and Sprinkler System Inspections, Repairs, and Replacement Parts. Pursuant to the Tollway’s Invitation for Bid No. 15-0138RR, the Tollway has determined that Premier Specialties, LLC is the lowest responsive and responsible bidder for Fire Alarm and Sprinkler System Inspections, Repairs, and Replacement Parts for an upper limit of compensation not to exceed \$126,281.00.

Resolution

The bid from Premier Specialties, LLC for the purchase of Fire Alarm and Sprinkler System Inspections, Repairs, and Replacement Parts is accepted. Contract No. 15-0138RR is approved in an amount not to exceed \$126,281.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21201

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Light-Duty Trucks (Contract No. 14-0092) from Morrow Brothers Ford, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$665,486.00 for the purchase of additional Light-Duty Trucks.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 14-0092 for the purchase of additional Light-Duty Trucks from Morrow Brothers Ford, Inc. is approved in an amount not to exceed \$665,486.00 (increase from \$5,163,202.00 to \$5,828,688.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21202

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Various Work Uniforms (Contract No. 13-0168) from DVL Enterprises, Inc. (d.b.a. Tandem Promotions) and Silk Screen Express, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$680,000.00 for the purchase of additional Various Work Uniforms.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 13-0168 for the purchase of additional Various Work Uniforms from DVL Enterprises, Inc. (d.b.a. Tandem Promotions) and Silk Screen Express, Inc. is approved in an aggregate amount not to exceed \$680,000.00 (increase from \$800,192.00 to \$1,480,192.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21203

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to immediately procure Oracle Software Maintenance and Support. This Emergency Contract provides an immediate source for Oracle Software Maintenance and Support. Pursuant to Illinois Statute 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services, it is necessary and in the best interest of the Tollway to immediately procure these goods and/or services by Emergency Contract No. 16-0098 from Mythics, Inc. for an upper limit of compensation not to exceed \$294,345.89.

Resolution

The emergency procurement of Oracle Software Maintenance and Support from Mythics, Inc. is accepted. Contract No. 16-0098 is approved in an amount not to exceed \$294,345.89. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21204

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-16-4670 for Illinois Route 19 (Irving Park Road) Widening, along the Elgin O'Hare Western Access (I-490) from east of York Road to Taft Avenue. The lowest responsible bidder on Contract No. I-16-4670 is Plote Construction, Inc. in the amount of \$4,658,919.15.

Resolution

Contract No. I-16-4670 is awarded to Plote Construction, Inc. in the amount of \$4,658,919.15, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 21205

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4273 for Pavement and Bridge Repairs and Preservation, on the Tri-State Tollway (I-294) from Milepost 0.0 (Ford/Calumet Expressway) to Milepost 8.25 (147th Street / IL 83). The lowest responsible bidder on Contract No. RR-16-4273 is Judlau Contracting, Inc. in the amount of \$11,778,501.19.

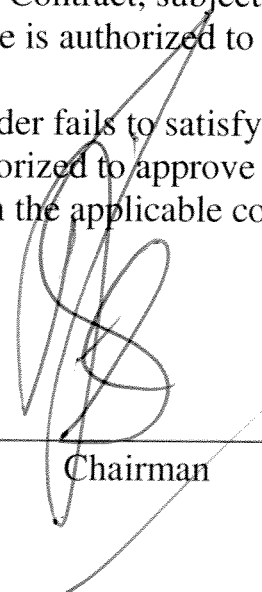
Resolution

Contract No. RR-16-4273 is awarded to Judlau Contracting, Inc. in the amount of \$11,778,501.19, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 21206

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-15-4246RR for Fence Replacement and Signing on the Jane Addams Memorial Tollway (I-90) from Milepost 17.5 (West of Mill Road) to Milepost 52.2 (Randall Road). The lowest responsible bidder on Contract No. I-15-4246RR is Industrial Fence, Inc. in the amount of \$5,766,172.91.

Resolution

Contract No. I-15-4246RR is awarded to Industrial Fence, Inc. in the amount of \$5,766,172.91, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 21207

Background

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 20384 approved on June 26, 2014, entered into an Agreement for Contract No. I-14-4178 with Herlihy Mid-Continent Company to establish the Orland Grassland South Addition Wetland Mitigation Site in the Forest Preserve District of Cook County, at 179th Street and 104th Avenue. This Change Order / Extra Work order provides additional costs for construction of a two mile asphalt path, required as a condition of the Army Corps of Engineers and IEPA permit requirements, in the amount of \$435,210.28.

Resolution

The Change Order / Extra Work Order in the amount of \$435,210.28, and the commensurate increase in the upper limit of compensation on Contract No. I-14-4178, is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21208
AMENDING RESOLUTION NO. 20494

Background

Resolutions 20019, 19985, 19881, 19584 authorized acquisition of needed parcels and expenditures up to \$18,400,000.00 for any and all land acquisition fees and costs needed for the Jane Addams Memorial Tollway (I-90), Project No. I-11-4007. Resolution 20446, as preceded by Resolutions 20396, 20369, 20318, 20274, 20226, 20192, 20158, 20087, 19948, 19904, 20446 and 20494 identified specific parcels that were required for Tollway purposes. Resolution 20494 must be further amended to identify and add additional parcels to provide Land Acquisition the authority to acquire all needed parcels necessary for the Jane Addams Memorial Tollway (I-90) Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20494 identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$18,400,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 21208
AMENDING RESOLUTION NO. 20494

Resolution – Continued

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

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

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

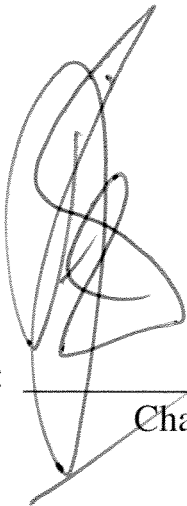
01/26/17

6.3/5

RESOLUTION NO. 21208
AMENDING RESOLUTION NO. 20494

Resolution – Continued

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$18,400,000.00.

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke on the left side.

Approved by:

Chairman

01/26/17

6.3/5

RESOLUTION NO. 21208
AMENDING RESOLUTION NO. 20494

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4007- IDENTIFICATION OF PARCELS

JANE ADDAMS MEMORIAL TOLLWAY (I-90)

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-3B-12-001	08-06-200-015	Boone
	08-06-200-013	
	08-06-200-004	
	08-06-200-014	
	08-06-200-011	
NW-3B-12-002	08-06-200-016	Boone
NW-3B-12-003	08-05-100-004	Boone
	08-05-200-002	
	08-05-100-002	
	08-05-100-003	
	08-05-100-001	
NW-3B-12-004	08-04-300-003	Boone
	08-04-400-004	
	08-04-400-003	
	08-04-100-014	
	08-04-400-002	
	08-04-100-007	
NW-3C-12-001	08-11-300-016	Boone
NW-3C-12-002	08-13-100-001	Boone
NW-3C-12-003	16-18-100-001	McHenry
NW-3C-12-004	16-17-300-001	McHenry
	16-17-100-002	
	16-18-400-006	
NW-3C-12-005	16-17-400-002	McHenry
	16-17-400-008	
NW-3C-12-006	16-21-100-011	McHenry

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
NW-4A-12-001	16-36-200-006 17-31-100-004 16-36-400-001 17-31-300-001	McHenry
NW-4A-12-002	16-22-300-002	McHenry
NW-4A-12-003	16-26-200-006	McHenry
NW-4A-12-004	16-26-200-007	McHenry
NW-4A-12-005	16-25-300-001	McHenry
NW-4A-12-008	17-31-400-001	McHenry
NW-4B-12-001	01-12-200-005	Kane
NW-4B-12-002	01-03-426-001	Kane
NW-4C-12-003	02-16-400-007 02-15-300-005 02-21-200-003 02-22-100-010	Kane
NW-4D-12-001	03-32-200-020	Kane
NW-4C-12-001	02-25-100-008 02-25-200-001	Kane
NW-6A-12-005	06-01-403-003 06-01-403-005 06-01-376-022	Kane
NW-6A-12-006	06-01-200-002	Kane
NW-6A-12-008	03-34-423-027	Kane

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
	08-07-403-021	
NW-6C-13-005	08-07-402-007	Cook
NW-7A-13-004	08-22-101-010	Cook
NW-7A-13-007	08-22-401-019	Cook
NW-7A-13-008	08-26-101-003	Cook
NW-7A-13-010	08-26-204-012	Cook
	09-32-204-006	
	09-32-204-007	
	09-32-204-017	
NW-7B-13-002	09-32-204-018	
	09-32-204-019	
	09-32-204-020	
	09-32-204-008	
	09-32-204-026	Cook
	08-06-300-002	
NW-3B-13-001	08-06-400-001	
	07-01-400-004	
	07-12-200-002	Boone
NW-4D-12-002	PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY	Kane
NW-4D-12-003	That part of Airport Road - PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8	Kane
NW-6B-13-001	01-34-302-002, 01-34-302-003, 06-02-100-008, 06-02-200-015	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
NW-6B-13-002	01-34-400-005, 01-34-401-007, 06-02-200-014	Cook
NW-6B-13-008	THAT PART OF THE EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EXCEPT THE EAST 1 CHAIN AND 82 LINKS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83	Cook
NW-6B-13-010	THAT PART OF CENTRAL ROAD – THAT PART OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 10	Cook
NW-6B-13-012	07-04-201-007, 07-04-201-008, 07-04-201-009, 07-04-201-010, 07-04-201-011, 07-04-201-012	Cook
NW-6B-13-013	07-03-101-016	Cook
NW-6C-13-006	07-10-101-025	Cook
NW-6C-13-007	07-03-101-017	Cook
NW-6C-13-009	07-10-200-009, 07-03-200-010, 07-03-200-013, 07-03-200-015, 07-03-200-018	Cook
NW-6C-13-011	07-10-101-040, 07-10-101-041	Cook
NW-6C-13-016	07-01-100-003, 07-02-201-008, 07-11-201-015, 07-11-201-016, 07-02-201-009, 07-12-100-008, 07-12-100-010, 02-34-300-067, 02-34-300-068, 02-34-400-009, 02-34-400-015	Cook
NW-6C-13-020	07-12-202-007	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
NW-6B-13-004	THAT PART OF THE WEST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-005	THAT PART OF THE EAST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-006	THAT PART OF THE SOUTH 50 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-009	THAT PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTH LINE OF THE ILLINOIS TOLLWAY AS OBTAINED BY THE ILLINOIS TOLL HIGHWAY AUTHORITY IN CASE 56S 11540, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6C-13-008	07-03-101-022	Cook
NW-6C-13-010	07-11-101-005	Cook
NW-6C-13-012	07-10-101-023	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6C-13-015	07-11-100-003, 07-11-101-003	Cook
NW-6C-13-017	07-12-101-029 & that part of Meacham Road lying south of Thoreau Drive and north of I-90 Tollway	Cook
NW-6C-13-021	THAT PART OF WOODLAND DRIVE PER DOCUMENT NO. 0620145039 RECORDED JULY 20, 2006, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-4C-12-002	02-23-300-001, 02-26-100-007	Kane
NW-6A-13-001	06-06-100-010, 06-06-115-019	Cook
NW-6B-13-015	06-01-200-011	Cook
NW-6B-13-016	06-01-200-020	Cook
NW-6B-13-018	07-06-100-004, 07-06-200-007	Cook
NW-6B-13-014	07-10-200-004, 07-03-100-004, 07-04-201-003	Cook
NW-6B-13-019	01-35-400-022, 01-35-401-018, 01-35-400-020 01-35-400-021, 01-35-400-018	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-020	<p>THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT B IN THE RESUBDIVISION OF THE MIDLANDS AT SOUTH BARRINGTON ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6th, 1998 AS DOCUMENT NO. 98183032; THENCE NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF 380.88 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 23 SECONDS EAST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF 282.99 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF 12.88 FEET TO THE WESTERLY LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL N-6-75A PER JUDGEMENT ORDER DATED SEPTEMBER 20th, 1974 IN CASE NO. 74L-11639; THENCE SOUTH 51 DEGREES 08 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY LINE, 283.14 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 380.64 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 13.16 FEET TO THE POINT OF BEGINNING</p>	Cook
NW-6C-13-014	<p>02-33-202-002, 02-33-202-003, 02-33-301-001 02-33-302-001, 02-33-302-003, 02-33-400-002 02-33-400-003, 02-33-401-026, 02-33-401-027 02-33-401-003, 02-33-401-024, 02-33-401-025 02-33-102-001, 07-02-100-009, 07-03-201-003 07-03-201-004, 07-11-100-007</p>	Cook
NW-6C-13-022	<p>07-03-200-020, 07-03-201-004, 07-03-201-005 07-10-201-005, 02-33-302-001, 02-33-302-003 02-33-400-002</p>	Cook
NW-6C-13-023	<p>07-02-100-008, 07-03-201-004, 07-03-201-005 07-10-201-005, 07-11-100-006</p>	Cook
NW-6C-13-024	<p>07-10-201-003</p>	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-017	THAT PART OF GREENSPOINT PARKWAY IN THE EAST FRACTIONAL HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEDICATED ON THE PLAT OF GREENSPOINT OFFICE PARK ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1988 AS DOCUMENT NUMBER 88355051	Cook
NW-6C-13-018	07-12-101-005, 07-12-202-004 07-12-203-005, 07-12-100-007	Cook
NW-7B-13-003	09-33-500-005	Cook
NW-7B-13-004	09-33-500-005	Cook
NW-6C-13-025	07-11-201-015	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 ADDED IDENTIFIED PARCELS

PARCEL	PIN NUMBER	COUNTY
NW-6A-15-001	06-06-100-013, 03-35-480-001, 03-35-480-002	Cook & Kane
NW-6A-15-002	03-36-300-003	Kane
NW-6A-15-003	03-36-300-005, 03-36-300-007	Kane
NW-6A-15-007	06-06-200-034, 06-05-100-019	Cook
NW-6C-15-001	08-08-302-014	Cook
NW-6C-15-002	08-08-402-024	Cook
NW-6C-15-003	08-08-402-037, 08-08-402-038	Cook
NW-6C-15-004	08-08-301-049	Cook
NW-7A-15-001	08-16-200-114, 08-16-200-115	Cook
NW-7A-15-002	08-16-200-059, 08-16-200-074	Cook
NW-7A-15-003	08-22-401-061	Cook
NW-7A-15-004	08-22-401-065, 08-22-401-066, 08-22-401-067	Cook
NW-7A-15-008	08-16-200-075, 08-16-200-076	Cook
NW-7A-15-009	08-16-200-108	Cook
NW-7A-15-010	08-16-200-107	Cook
NW-7A-15-015	08-26-102-046	Cook
NW-7B-15-003	09-32-101-022, 09-32-101-023	Cook
NW-7B-15-006	09-32-203-005, 09-32-206-017, 09-32-212-015	Cook
NW-7B-15-007	09-30-300-061, 09-30-300-062	Cook

RESOLUTION NO. 21209
AMENDING RESOLUTION NO. 21171

Background

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

Resolution

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

RESOLUTION NO. 21209
AMENDING RESOLUTION NO. 21171

Resolution – Continued

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

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

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

01/26/17

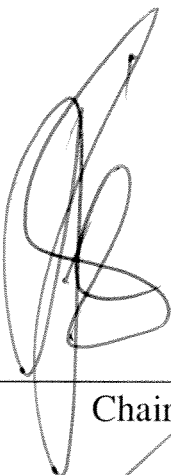
6.3/6

RESOLUTION NO. 21209
AMENDING RESOLUTION NO. 21171

Resolution – Continued

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

01/26/17

6.3/6

RESOLUTION NO. 21209
AMENDING RESOLUTION NO. 21171

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

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

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

Elmhurst Road Interchange PREVIOUSLY IDENTIFIED

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

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

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

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

Elgin O'Hare Western Access

PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
WA-1D-12-007	12-19-400-117, 12-19-400-167		Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104		Cook
WA-1D-12-014	12-19-400-056		Cook
WA-1D-12-015	12-19-400-150		Cook
WA-1D-12-016	12-19-400-152		Cook
WA-1D-12-080	12-19-400-079		Cook
WA-1D-12-107	12-19-400-168		Cook
WA-1D-12-108	12-19-400-102		Cook
EO-1B-12-029	03-04-406-023		DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022		DuPage
EO-1B-12-930	<p>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</p>		DuPage
NW-7A-12-101	08-36-102-001		Cook
WA-1D-12-048	03-13-403-002, 03-13-406-001,		DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030		DuPage
EO-1B-12-189	03-04-406-028		DuPage
EO-1B-12-928	<p>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</p>		DuPage
WA-1D-12-004	12-19-400-078		Cook

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

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

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

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

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

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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
WA-1D-12-023	03-24-201-019		DuPage
WA-1D-12-024	03-24-201-020		DuPage
WA-1D-12-025	03-24-201-006, 03-24-201-015		DuPage
WA-1D-12-027	12-19-100-066		Cook
WA-1D-12-028	12-19-100-065		Cook
WA-1D-12-029	12-19-100-084		Cook
WA-1D-12-030	12-19-100-083		Cook
WA-1D-12-032	12-19-100-096		Cook
WA-1D-12-033	12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006		Cook
WA-1D-12-034	12-19-100-038		Cook
WA-1D-12-035	12-19-100-019		Cook
WA-1D-12-037	12-19-100-026		Cook
WA-1D-12-109	12-19-100-078		Cook
WA-1D-12-038	12-19-100-028		Cook
WA-3D-12-011	08-36-102-046, 08-300-011		Cook
WA-3D-16-900	THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD		Cook
WA-1D-15-002	08-36-101-012		Cook
WA-3D-12-012	12-19-400-148		Cook
WA-3D-12-900	08-36-102-045		Cook

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

Elgin O'Hare Western Access	ADDED IDENTIFIED PARCELS	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
<u>EO-1B-15-001</u>	03-09-100-019, 03-34-302-012	DuPage
<u>NW-7A-16-001</u>	08-35-202-045	Cook
<u>WA-2D-16-001</u>	03-01-100-003	DuPage
<u>WA-3D-12-008</u>	08-36-102-010, 08-36-102-011, 08-36-102-012, 08-36-102-044	Cook

RESOLUTION NO. 21210


Background

The Illinois State Toll Highway Authority (the "Tollway") is reconstructing I-90, including the roadway which crosses over Higgins Road in the Village of Rosemont ("Village"). The Village has general maintenance responsibility for Higgins Road. Pursuant to the terms of this Intergovernmental Agreement ("IGA"), the Tollway is assigning, and the Village is accepting, the operational costs and the maintenance responsibilities associated with the lighting of Higgins Road, which has been installed under the Jane Addams Memorial Tollway (I-90).

Resolution

The Chief Engineer and the General Counsel are hereby authorized to enter into an Intergovernmental Agreement with the Village of Rosemont in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is hereby authorized to execute said Intergovernmental Agreement.

Approved by: _____


Chairman

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

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-11-4212 (hereinafter referred to as the "PROJECT") by making the following improvements:

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing outside and inside mainline pavement widening/reconstruction, retaining wall installation, bridge replacement (Bridge 381 - Mannheim Road), (Bridge 383 - Canadian National Railroad), and (Bridge 385 - Higgins Road) in the eastbound direction of travel throughout the contract limits. Other work under this contract includes pavement removal, bridge deck and substructure removal, guardrail removal, fence removal, earth excavation, embankment and grading, removal of existing drainage structures and pipes, permanent and temporary drainage improvements, erosion and sediment control, I-90 mainline roadway lighting, underpass lighting along Mannheim Road and Higgins Road, ITS, temporary barrier wall relocation and installation, maintenance of traffic, utility relocation along Mannheim Road and Higgins Road, and all other work necessary to complete the Project in accordance with the approved plans and specifications; and

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

WHEREAS, on February 27, 1974, the VILLAGE obtained a permit from the ILLINOIS TOLLWAY to install, operate and maintain the underpass lighting via Permit Number NW74-3 and agreed to maintain all underpass lighting repaired, relocated,

replaced or newly installed by the Illinois Tollway in accordance with this agreement;
and

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

WHEREAS, the VILLAGE by virtue of its powers as a home rule unit of government and as set forth in the "State Administration of Highway Act" 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The VILLAGE reviewed and approved the plans and specifications which impacted the VILLAGE's facilities. Approval by the VILLAGE meant the VILLAGE has agreed with all specifications in the plans, including alignment and location of the PROJECT improvements which impacted the VILLAGE's maintained facilities.

II. RIGHT OF WAY

- A. The acquisition or transfer of right of way is not required from any of the PARTIES for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in any of the PARTIES right of way or of the ILLINOIS TOLLWAY's right of way.
- B. It is understood that none of the PARTIES have consented in this AGREEMENT to the transfer of any interest in property or rights of way which any PARTY deem necessary for the maintenance and operation of their respective highway systems.

III. UTILITY RELOCATION

- A. The 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 TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross VILLAGE highway rights of way; and 2) to VILLAGE facilities improved as part of the PROJECT.
- C. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the TOLLWAY, the VILLAGE agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the TOLLWAY. The 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.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY advertised and received bids and, provided the construction engineering inspections required for the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. The VILLAGE agrees to pay all costs associated with electricity for the Higgins under-bridge lighting.
- C. Either the VILLAGE or the TOLLWAY may request, after the construction contract(s) are let by the 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 TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. With respect to this agreement, the term "local road" refers to Higgins Road under ILLINOIS TOLLWAY right of way.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including energy costs, but shall not include temporary lighting relating to construction or repair projects.
 - 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
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 TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the Higgins Road underpass lighting in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 1	Jane Addams Memorial Tollway (I-90) over Higgins Road

1. Type 1 - ILLINOIS TOLLWAY Right of Way over a Local Road
 - a. The VILLAGE has all maintenance responsibility as to the following:
 - i. All VILLAGE 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 not maintained by others by separate agreement;
 - ii. All drainage facilities on the VILLAGE right of way which drain the VILLAGE highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on the VILLAGE's property for the purpose of carrying exclusively Toll Highway drainage;
 - iii. All underpass lighting;
 - iv. All VILLAGE traffic signals and roadway lighting;
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY right of way at an intersection not maintained by the VILLAGE, 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;
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

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 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 TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the PARTIES.
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of the local roads traversed or affected by I-90 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 any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full

time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by any of the PARTIES 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 any of the PARTIES unless such provision is waived in writing.
- K. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- L. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- M. The VILLAGE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the VILLAGE for a period of three (3) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available

for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. *30 ILCS 500/20-65.*

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

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

To the VILLAGE: The Village of Rosemont
9501 West Devon Avenue
Rosemont, Illinois 60018
Attn: Village Engineer

(This space intentionally left blank)

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

THE VILLAGE OF ROSEMONT

By: _____
Bradley Stephens
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

IGA_Final_Rosemont_I90_underpass lighting_Higgins Rd.12.08.16.Final

N:\ROSEMONT\12024\Admin\Higgins Road Lighting.docx

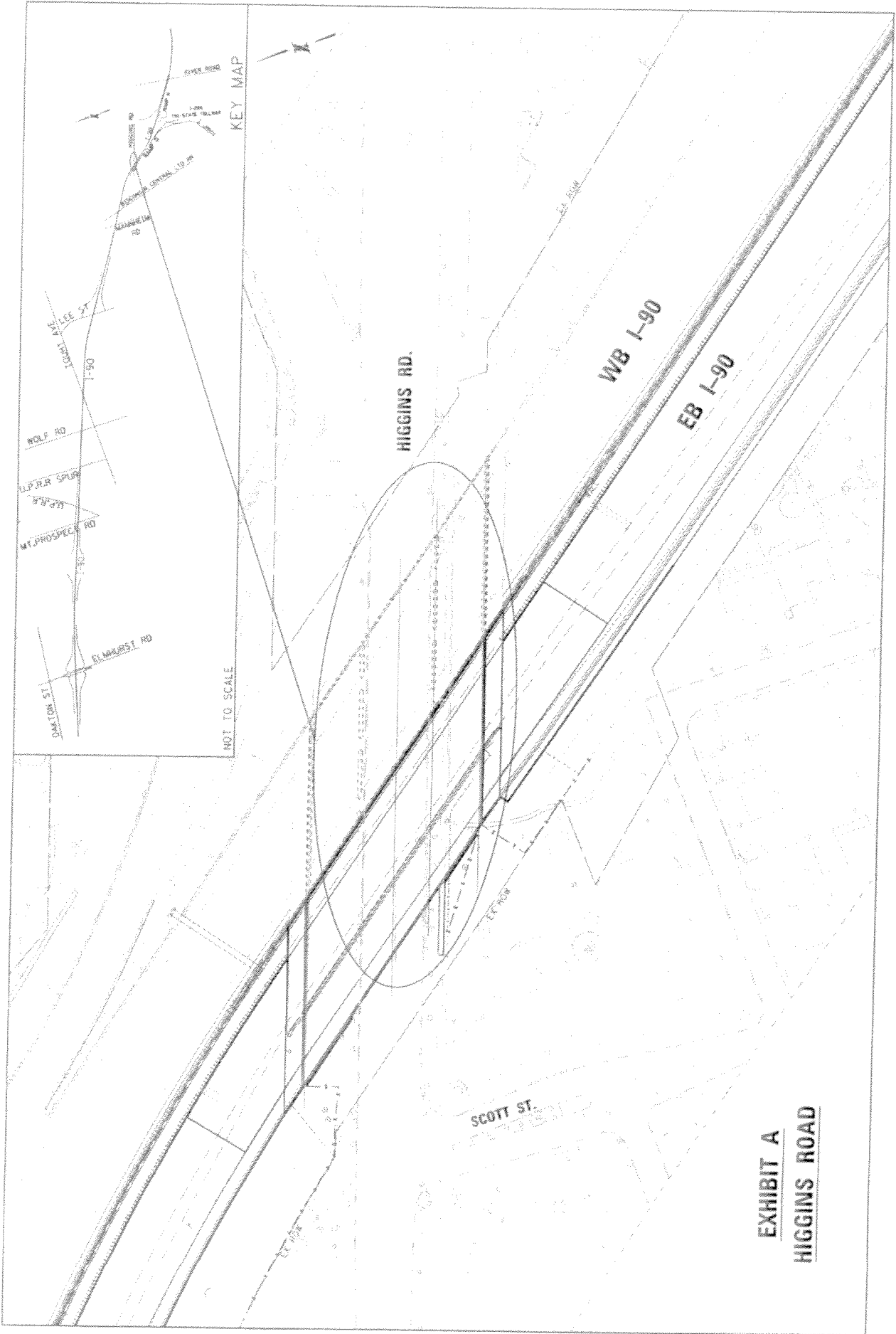


EXHIBIT A
HIGGINS ROAD

RESOLUTION NO. 21211

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement ("IGA") with Pace Suburban Bus ("Pace") to define parameters for Pace operations on and along I-90 including allowing Pace to operate transit buses on the "shoulder" or "Flex Lane" as permitted by the Illinois Vehicle Code. This Intergovernmental Agreement also establishes guidelines for Pace utilizing the right lane at the River Road Toll Plaza and Illinois Tollway access road leading to the CTA Blue Line Rosemont Station, and Barrington Road interchange special purpose lanes.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and Pace Suburban Bus in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said Agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY of the State of Illinois, hereinafter called "PACE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s), (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY has invested in developing a "Smart Corridor" using Active Traffic Management (ATM) technology along I-90 that allows the ILLINOIS TOLLWAY to actively manage all lanes of traffic from the John F. Kennedy Expressway to Barrington Road; and

WHEREAS, PACE, in conjunction with the Illinois Department of Transportation (IDOT), piloted a program along Interstate 55 that allowed transit to operate in a special use lane which increased the attractiveness of transit to the public; and

WHEREAS, the Illinois General Assembly amended the Illinois Vehicle Code (625 ILCS 5/11-709.2) to make said pilot program permanent and grant the ILLINOIS TOLLWAY the same authority to allow buses to operate on its shoulders; and

WHEREAS, the ILLINOIS TOLLWAY is allowing PACE the opportunity to operate approved transit buses operated by PACE and/or its contractors and subcontractors in a special use lane pursuant to this authority, also known as a "shoulder", or "Flex Lane", hereinafter referred to as "LANE 0", on I-90 in accordance with the terms of this AGREEMENT; and

WHEREAS, the ILLINOIS TOLLWAY shall allow PACE and/or its contractors and subcontractors direct access from I-90 to the Chicago Transit Authority (CTA) Blue Line Rosemont station through the River Road Toll Plaza, also in accordance with this AGREEMENT; and

WHEREAS, the ILLINOIS TOLLWAY and PACE by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY Agreement #002016-04, desire to determine and establish their respective responsibilities; and

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

WHEREAS, PACE by virtue of its powers as set forth in the "Regional Transportation Authority Act," 70 ILCS 3615 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. I-90 SMART CORRIDOR LANE 0 OPERATIONS

- A. The ILLINOIS TOLLWAY agrees to provide PACE with the most recent versions of the following ILLINOIS TOLLWAY manuals related to the I-90 smart corridor operations: the most current version of the concept of operations (Conops), the most current version of the Standard Operating Procedures (SOP), and any related incident management training material. The ILLINOIS TOLLWAY agrees to allow PACE to comment on draft versions of these manuals and provide their approval of those items that will specifically and directly impact PACE before they are finalized. PACE agrees to abide by the final and current guidelines and procedures as approved by PACE and adopted by the ILLINOIS TOLLWAY.
- B. Staff selected by PACE must undergo training by the ILLINOIS TOLLWAY or its appointed certified trainers on the ILLINOIS TOLLWAY's incident management procedures and the ATM system to understand the full capabilities and limitations of the ATM system and ILLINOIS TOLLWAY operational methods and procedures. All training will be at designated PACE facilities at a convenient time for PACE staff and trainers. Training may be required on a recurring basis to be coordinated with PACE concurrent to regularly scheduled quarterly training. Training shall also be incorporated into the PACE training and offered monthly as needed. PACE staff that complete training will be given a certificate by the ILLINOIS TOLLWAY, with a duplicate copy issued to PACE to maintain in its administrative offices. All PACE staff that have completed the training should have on their person the ILLINOIS TOLLWAY training certificate every time they are operating PACE vehicles on Lane 0. The training certificate can be revoked at any time, for cause, by the ILLINOIS TOLLWAY at the ILLINOIS TOLLWAY's

discretion. PACE staff can be retrained and seek a new certificate. Only PACE staff with a valid certificate are allowed to use Lane 0.

- C. Staff from both the ILLINOIS TOLLWAY and PACE shall communicate to discuss the ongoing operations of the smart corridor and address concerns by either PARTY on a quarterly basis. If a meeting is determined to be necessary, it may be in person or virtual. Any updates to manuals will be provided at or before these meetings. PACE shall review and approve any agree upon updates to manuals that specifically and directly impact PACE before they are deemed final.
- D. PACE buses are allowed to use Lane 0 only where ATM is implemented and operational.

The ILLINOIS TOLLWAY will actively manage Lane 0 and will determine when it is permissible for PACE buses to use Lane 0 and notify PACE dispatch at that time. Parameters will be developed as part of the SOP for when Lane 0 is operational. These include but are not limited to ensuring Lane 0 is free of major debris and obstructions and appropriate congestion levels are present in the corridor. PACE staff is expected to observe all applicable requirements of the Illinois Vehicle Code while operating in Lane 0.

- E. When the ILLINOIS TOLLWAY determines Lane 0 is permissible for use, PACE is not required to use Lane 0, and such discretion remains with PACE.
- F. Initial use of Lane 0 will exclusively be for full size PACE buses operated by PACE and/or its contractors and subcontractors. The ILLINOIS TOLLWAY reserves the right to authorize the use of Lane 0 to non-PACE vehicles.
- G. The ILLINOIS TOLLWAY reserves the right to close all or portions of Lane 0 for maintenance or safety reasons including but not limited to law enforcement, traffic incidents, inclement weather, or any other Tollway operational purposes. The ILLINOIS TOLLWAY will make reasonable efforts to address issues within Lane 0 in a timely manner and will authorize the renewed use of Lane 0 when it is safe to do so. All communications as to the status of Lane 0 will be between ILLINOIS TOLLWAY dispatch and PACE dispatch.
- H. All operational communications between PACE and the ILLINOIS TOLLWAY will be between the PACE dispatch and the ILLINOIS TOLLWAY dispatch center. In all cases PACE staff shall rely on dynamic road signing and local conditions to operate safely and efficiently regardless of communications from PACE dispatch. PACE dispatch agrees to promptly notify the dispatch of any contractors and subcontractors operating in Lane 0 if applicable.
- I. PACE buses shall observe the designated speed of Lane 0. Violations of the designated speed, if noted, may be reported to PACE for its handling in accordance with PACE policy, procedure and contracts.

- J. A formal “post-incident review” may be conducted by the ILLINOIS TOLLWAY after any incident in the corridor. If a PACE vehicle is involved, a designated PACE representative, other than the individual involved in the incident, will be present for the post-incident review.

- K. The ILLINOIS TOLLWAY or PACE may at their sole discretion terminate authorization of PACE bus use of Lane 0 for reasons of safety, or if any PARTY to this AGREEMENT determines that the purposes of providing the option to operate in Lane 0 would not be served by its continuation, or if any of the PARTIES are in violation of the terms of this AGREEMENT, or if the statutory authority permitting such use by PACE is revoked. Written notice of termination shall be provided to the other PARTIES within one (1) business day but shall not be binding for forty-five (45) days. In the interim, Lane 0 operations will be ceased unless mitigation satisfactory to both PARTIES can be agreed upon.

II. RIVER ROAD TOLL PLAZA OPERATIONS

- A. The ILLINOIS TOLLWAY shall grant PACE access and authorized use of the right lane at the River Road Toll Plaza.

- B. PACE buses shall reduce their speed to the posted speed limit as they approach the River Road Toll Plaza.

- C. PACE buses shall adhere to the posted speed limit along the ILLINOIS TOLLWAY’s access road as they traverse from the toll plaza to the CTA Blue Line Rosemont Station.

- D. PACE buses shall abide by any and all ILLINOIS TOLLWAY policies and/or procedures in place at the River Road Toll Plaza involving use of the toll plaza, toll booths, lanes, access road, or other ILLINOIS TOLLWAY property, whether currently existing or implemented in the future. ILLINOIS TOLLWAY will notify PACE of any such policies or procedures and any changes thereto and PACE shall review and agree to those provisions that specifically and directly impact PACE prior to them taking effect, and PACE agrees that such review and concurrence shall not be unreasonably be withheld.

- E. The ILLINOIS TOLLWAY may at its sole discretion terminate access and authorization of PACE buses at River Road Toll Plaza for reasons of safety, or if PACE is in violation of the terms of this AGREEMENT. Written notice of termination shall be provided to the other PARTIES within 24 hours but shall not be binding for sixty (60) days. In the interim, access and authorization of PACE buses at River Road Toll Plaza will be ceased unless mitigation satisfactory to both PARTIES can be agreed upon.

III. BARRINGTON ROAD KISS-N-RIDE AND PARK-N-RIDE OPERATIONS

- A. The ILLINOIS TOLLWAY shall grant PACE access and authorized use of the special purpose lanes related to transit operations within the overall Barrington Road interchange.

PACE staff is expected to observe all applicable requirements of the Illinois Vehicle Code while operating in the Barrington Road Kiss-N-Ride and Park-N-Ride facilities.

PACE buses shall abide by any and all ILLINOIS TOLLWAY policies and/or procedures in place at the Barrington Road interchange involving use of the toll plaza, toll booths, lanes, access road, or other ILLINOIS TOLLWAY property, whether currently existing or implemented in the future. ILLINOIS TOLLWAY will notify PACE of any such policies or procedures and any changes thereto and PACE shall review and approve any those items that will specifically and directly impact PACE before they are finalized.

- B. The ILLINOIS TOLLWAY may at its sole discretion terminate access and authorization of PACE buses for the special use lanes at the Barrington Road interchange for reasons of safety, or if PACE is in violation of the terms of this agreement. Written notice of termination shall be provided to the other PARTY within 24 hours, but shall not be binding for 60 days. In the interim, access and authorization of PACE buses to utilize the special purpose lanes at the Barrington Road interchange will be ceased unless mitigation satisfactory to both PARTIES can be agreed upon.

IV. RIGHT OF WAY

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

V. INDEMNIFICATION

- A. Excepting the negligence of the ILLINOIS TOLLWAY and its employees, officers, directors and agents, PACE and/or its contractors and subcontractors agree to indemnify and hold harmless the ILLINOIS TOLLWAY and its employees, officers, directors and agents from any and all claims, suits, actions, and costs of every kind whatsoever, including but not limited to bodily injury, death, and/or property damage, arising out of or relating to its use of the

ILLINOIS TOLLWAY, or as a consequence of any act or omission, negligence, or misconduct of PACE, its employees, or its contractors and subcontractors.

VI. GENERAL PROVISIONS

- A. 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.
- B. Wherever in this AGREEMENT approval or review by either PACE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- D. In the event of a dispute between PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Deputy Executive Director of Revenue Services shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning terms of this AGREEMENT, the Executive Director of the ILLINOIS TOLLWAY and the Executive Director of PACE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the terms of this AGREEMENT, the decision of the Executive Director of the ILLINOIS TOLLWAY shall be final.
- E. 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.
- F. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- G. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- H. The failure by the ILLINOIS TOLLWAY or PACE 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 PACE unless such provision is waived in writing.

- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- J. PACE agrees to bind each of its contractors/subcontractor to the terms and conditions of the AGREEMENT as far as applicable to the subject of this AGREEMENT to such contractor/subcontractor and, in order that such contractor/subcontractor shall be so bound, PACE agrees to incorporate in every contract/subcontract let by it in connection with this AGREEMENT a clause substantially as follows in which clause the term "Pace" shall be deemed to refer to PACE:

"All Contractors and Subcontractors agree to be bound to Pace by all the terms of the Agreement between the Tollway and Pace governing Pace's utilization of the special use lane on I-90, and to assume toward Pace all the obligations and responsibilities that Pace by such documents has assumed toward the Tollway. A copy of the complete Agreement between the Tollway and the Pace is available from the Tollway for a reasonable, standard fee. It is understood and agreed that nothing in this clause is intended to give any Contractor/Subcontractor, or any employee thereof, any right of action against the Tollway on this Contract or the Agreement between the Tollway and Pace. The Contractor/Subcontractor further agrees to bind to it any sub-subcontractor under its contract by all terms and conditions contained in the Agreement between the Tollway and Pace as far as applicable to the utilization of the I-90 special use lane by said sub-Subcontractor, and in order that said sub-subcontractor shall be so bound, the Contractor/Subcontractor agrees to incorporate in every sub-subcontract which it lets a clause containing substantially the provisions contained herein. It is further understood that in the event there are any inconsistencies or conflicts between the terms and provisions of this paragraph and any other provision of the Contract between Pace and a Contractor/subcontractor, the terms and provisions of this paragraph shall prevail and control and be binding on the PARTIES."

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

or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

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

To PACE: Pace, the Suburban Bus Division of
The Regional Transportation Authority
550 West Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director

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

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

**PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Thomas J. Ross,
Executive Director

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov,
Executive Director

Date: _____

Approved as to Form and Constitutionality

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