

RESOLUTION NO. 21950

Background

Through the state group insurance program, the State of Illinois provides insurance benefits (including medical, dental and life insurance) to eligible Tollway employees and members of the State Police who serve District 15 (“Benefits”). The cost of the Benefits is paid by Central Management Services (“CMS”). Pursuant to the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, *et seq.*, The Illinois State Toll Highway Authority (“Tollway”) is obligated to reimburse the State for the Tollway’s pro-rata share of the cost of Benefits. For 2019, the Tollway’s pro-rata share of the cost of Benefits is \$4,291,913.96. Accordingly, payment in the amount of \$4,291,913.96 is required for the Tollway to reimburse CMS for the cost of 2019 Benefits.

Resolution

To satisfy the Tollway’s obligation to reimburse the State for the Tollway’s share of the cost of 2019 Benefits, the Tollway is hereby authorized to pay CMS \$4,291,913.96. The Chief Financial Officer is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21951

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide, to the extent reasonably obtainable and or otherwise described in the Indenture: (i) property insurance coverage on the facilities of the Tollway System that are of an insurable nature; and (ii) use and occupancy insurance covering loss of revenues by reason of interruptions in the use of facilities of the Tollway System. The Tollway’s current coverages expire March 31, 2020, and it is advisable to continue such coverages.

In 2019, Central Management Services (“CMS”) entered into a master contract with Mesirow Insurance Services, Inc. (“Mesirow”) to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged Mesirow to obtain proposals for Property Insurance Protection.

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

Resolution

It is in the best interest of the Tollway to enter into (i) an agreement with RSUI Indemnity Company to provide property insurance coverage for the bridges, structures and certain other assets outside of the Tollway’s Central Administration Facility, as well as business interruption insurance for loss of tolls, for an annual premium of \$1,137,692.00, (ii) an agreement with Federal Insurance Company to provide property insurance coverage for the Tollway’s Central Administration Facility for an annual premium of \$76,931.00, (iii) an agreement with Hiscox (Lloyd’s) to provide a stand-alone Terrorism policy for an annual premium of \$14,051.00, which includes taxes and fees, and (iv) an agreement with Westchester Fire Insurance to provide a Difference in Conditions (Buy Back Policy) – Earthquake limit for an annual premium of \$125,000.00.

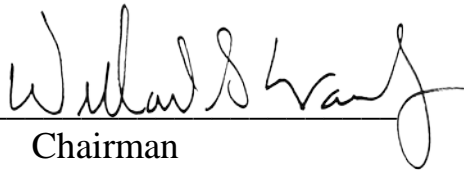
RESOLUTION NO. 21951

Resolution - Continued

The proposals RSUI Indemnity Company, Federal Insurance Company, Hiscox (Lloyd's) and Westchester Fire Insurance provided, through Mesirow, for the above-described coverages for the period of April 1, 2020 through March 31, 2021, for a combined annual premium of \$1,353,674.00, is approved subject to adjustments for additional facilities or changes in replacement cost.

The Chairman/Chief Executive Officer of the Tollway is authorized execute the aforementioned renewal contracts, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21952

Background

The Illinois State Toll Highway Authority (“Tollway”) is seeking to procure workers’ compensation claim administration services and other necessary claims-related services. The Tollway selection committee determined that the proposal submitted by CorVel Enterprise Comp, Inc. (“CorVel”) provides the best value for such services. Further, CorVel’s proposal is consistent and in accord with the provisions of the Tollway’s Trust Indenture and all applicable laws and regulations.

The Tollway’s current contract for claim administration services and other necessary claims-related services expires on April 30, 2020. To continue the Tollway’s self-funded workers’ compensation program without interruption, it is in the best interest of the Tollway to engage CorVel to provide such services, during the five-year period from May 1, 2020 through April 30, 2025, pursuant to the terms of its proposal, which states that CorVel will provide (i) claim administration services for an amount not to exceed \$449,915.00, and (ii) initial medical bill review for an amount not to exceed \$150,000.00. The proposal further states that CorVel will provide or arrange for all necessary claims-related services, including cost containment services, case management, enhanced bill review, independent medical exams, utilization review, medical equipment, vocational rehabilitation, medical discounts, pharmacy discounts and other claims-related services, at the rates set forth in its proposal. The cost of these additional services will be paid from the Workers’ Compensation Claim Reserve Fund.

Resolution

CorVel Enterprise Comp, Inc.’s proposal to provide (i) claim administration services in an amount not to exceed \$449,915.00 and initial bill review in an amount not to exceed \$150,000.00 for the five-year period from May 1, 2020 through April 30, 2025, and (ii) as provided in its proposal, all necessary claims-

RESOLUTION NO. 21952

Resolution - continued

related services, which will be paid from the Workers' Compensation Claim Reserve Fund, is accepted.

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21953

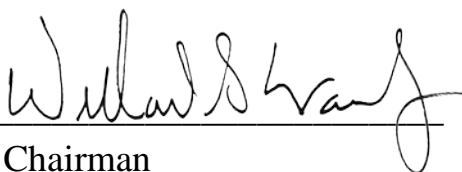
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Safe Repair and Maintenance Services. Pursuant to the Tollway’s Invitation for Bid No. 19-0016, the Tollway has determined that Financial Applications Corp. is the lowest responsive and responsible bidder for Safe Repair and Maintenance Services for an upper limit of compensation not to exceed \$131,950.00 for an initial five-year term and an amount not to exceed \$85,674.18 for a possible three-year renewal term.

Resolution

The bid from Financial Applications Corp. for the purchase of Safe Repair and Maintenance Services is accepted. Contract No. 19-0016 is approved in an amount not to exceed \$131,950.00 for an initial five-year term and an amount not to exceed \$85,674.18 for a possible three-year renewal term.

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

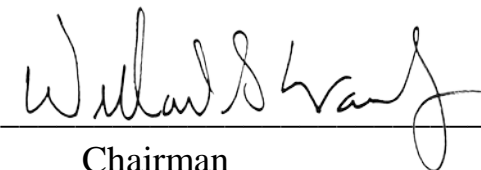
RESOLUTION NO. 21954

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract I-19-4708 for Elgin O’Hare Western Access (I-490) between Devon Avenue and Touhy Avenue. Milhouse Engineering & Construction, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$9,499,914.32. The proposal is for construction-related professional services. The services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Milhouse Engineering & Construction, Inc. to obtain Construction Management Services on Contract No. I-19-4708 with an upper limit of compensation not to exceed \$9,499,914.32, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

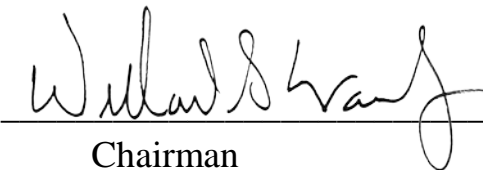
RESOLUTION NO. 21955

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract I-19-4709 for Elgin O’Hare Western Access (I-490) at the Jane Addams Memorial Tollway (I-90) Interchange. T.Y. Lin International Great Lakes, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$10,115,993.56. The proposal is for construction-related professional services. The services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with T.Y. Lin International Great Lakes, Inc. to obtain Construction Management Services on Contract No. I-19-4709 with an upper limit of compensation not to exceed \$10,115,993.56, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

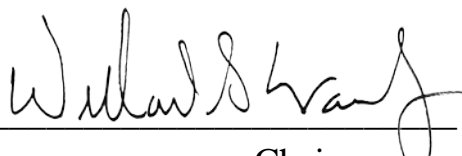
RESOLUTION NO. 21956

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract I-19-4482 for the Tri-State Tollway (I-294) between Mile Post 17 (95th Street) and Mile Post 21 (LaGrange Road). Burns & McDonnell Engineering Co., Inc./R.M. Chin & Associates, Inc./ SE3, LLC submitted a proposal to provide such services for an upper limit of compensation not to exceed \$24,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Burns & McDonnell Engineering Co., Inc./R.M. Chin & Associates, Inc./ SE3, LLC to obtain Construction Management Services on Contract No. I-19-4482 with an upper limit of compensation not to exceed \$24,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

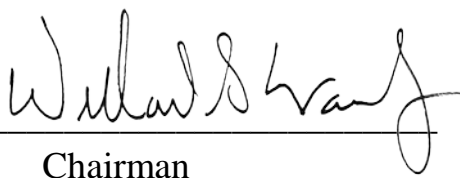
RESOLUTION NO. 21957

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract I-19-4479 for the Tri-State Tollway (I-294) between Mile Post 22 (75th Street) and Mile Post 24 (I-55 Ramps). Globetrotters Engineering Corporation submitted a proposal to provide such services for an upper limit of compensation not to exceed \$16,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Globetrotters Engineering Corporation to obtain Construction Management Services on Contract No. I-19-4479 with an upper limit of compensation not to exceed \$16,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21958

Background

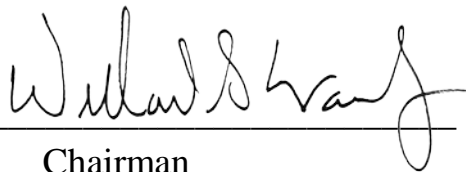
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21396 approved October 26, 2017, entered into an Agreement with TranSystems Corporation/Hanson Professional Services, Inc. (“TranSystems/Hanson”), on Contract I-17-4298, for Design Services on the Tri-State Tollway (I-294) from Mile Post 24.1 (I-55 Ramps) to Mile Post 27.8 (Ogden Avenue).

Per Tollway request, TranSystems/Hanson submitted a proposal to provide Supplemental Design Services for Contract I-17-4298 in an amount not to exceed \$3,854,500.00, increasing the contract upper limit from \$23,000,000.00 to \$26,854,500.00. It is necessary and in the best interest of the Tollway to accept TranSystems/Hanson’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with TranSystems Corporation/Hanson Professional Services, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$3,854,500.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21959

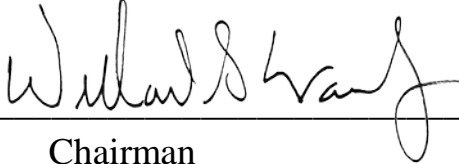
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21362 approved September 28, 2017, entered into an Agreement with Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC, on Contract I-17-4301, for Design Services on the Tri-State Tollway (I-294), from Mile Post 32.3 (St Charles Road) to Mile Post 33.5 (North Avenue/Lake Street).

Per Tollway request, Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC submitted a proposal to provide Supplemental Design Services for Contract I-17-4301, in an amount not to exceed \$3,500,000.00, increasing the contract upper limit from \$10,400,000.00 to \$13,900,000.00. It is necessary and in the best interest of the Tollway to accept Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC, consistent with the aforementioned proposal, to increase the contract upper limit by \$3,500,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21960

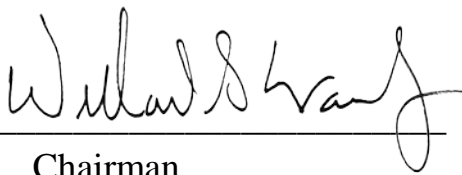
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21241 approved March 23, 2017, entered into an Agreement with AECOM Technical Services, Inc. (“AECOM”), on Contract RR-16-4265, for Design Corridor Management and Design Services on the Tri-State Tollway (I-294).

Per Tollway request, AECOM submitted a proposal to provide Supplemental Design Services for Contract RR-16-4265, in an amount not to exceed \$3,976,076.00, increasing the contract upper limit from \$80,086,000.00 to \$84,062,076.00. It is necessary and in the best interest of the Tollway to accept AECOM’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with AECOM Technical Services, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$3,976,076.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21961

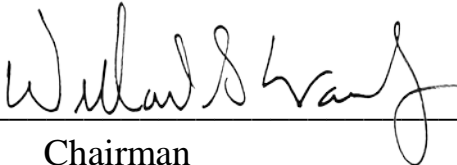
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21359 approved September 28, 2017, entered into an Agreement with Cotter Consulting, Inc. (“Cotter”), on Contract RR-13-4117, for Construction Management Services on the Reagan Memorial Tollway (I-88).

Per Tollway request, Cotter submitted a proposal to provide Supplemental Construction Management Services for Contract RR-13-4117, in an amount not to exceed \$374,787.60, increasing the contract upper limit from \$1,450,000.00 to \$1,824,787.60. It is necessary and in the best interest of the Tollway to accept Cotter’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Cotter Consulting, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$374,787.60, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21962

Background

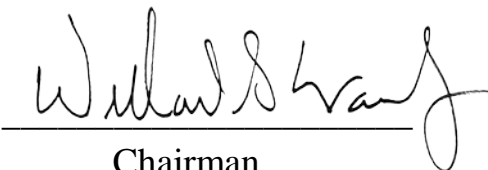
The Illinois State Toll Highway Authority (“Tollway”) owns Parcels N-8A-93.1EX, N-8A-93.2EX, N-8A-93.3EX and N-8A-93.4EX (“Parcels”), located east of Ruby Street and west of Ramp E in Rosemont, IL, in Cook County.

The Parcels are not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee has declared Parcels N-8A-93.1EX, N-8A-93.2EX, N-8A-93.3EX and N-8A-93.4EX as excess to the Tollway’s needs.

The Parcels were appraised by an Illinois Licensed General Appraiser in the amount of \$30,500.00. It is in the best interest of the Tollway to sell the Parcels for the appraised value to the Village of Rosemont.

Resolution

The sale of Parcels N-8A-93.1EX, N-8A-93.2EX, N-8A-93.3EX and N-8A-93.4EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcels, and any improvements located thereon, to the Village of Rosemont. The Chairman/Chief Executive Officer of the Tollway or the Executive Director is authorized to execute any and all documents necessary to transfer said property, and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: 
Chairman

RESOLUTION NO. 21963

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“Agreement”) with the Village of Indian Head Park (“Village”) to document (i) the transfer of right-of-way necessary for the most efficient design, construction and maintenance of Central Tri-State Rehabilitation and Reconstruction Project from the Village to the Tollway, (ii) the Tollway’s agreement to pay the Village compensation in an amount not to exceed \$510,000.00 and provide support for Village improvements adjacent to Wolf Road and I-294, and (iii) the Village’s agreement to perform traffic analysis (subject to review and approval by the Tollway) in advance of making said improvements.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Tollway Highway Authority and the Village of Indian Head Park in substantially the form attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF INDIAN HEAD PARK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2020, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF INDIAN HEAD PARK, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0) (hereinafter sometimes referred to as "Toll Highway"), by making the following improvements included in multiple ILLINOIS TOLLWAY contract(s), including but not limited to Design Contracts I-17-4297 and I-17-4304, and Construction Contract X-XX-XXXX, (hereinafter referred to as the "PROJECT"):

Reconstructing the mainline pavement, including widening along congested sections, shifting the alignment at select locations, correcting existing deficiencies where practical, adding a widened inside shoulder to be used as a flex lane, bridge demolition, bridge construction, retaining wall construction, temporary and permanent storm sewer systems including pipes and structures, temporary and permanent lighting, temporary and permanent erosion control measures, roadside safety improvements including guardrail, temporary concrete barrier, terminals, temporary and permanent pavement marking and delineation, maintenance of traffic control measures, earthwork including topsoil stripping, embankment construction, hauling and proper disposal of excess material off site or to designated ILLINOIS TOLLWAY facilities and implementing, operating and maintaining mainline improvements as tolled facilities; and

WHEREAS, the purpose of this AGREEMENT, which for ILLINOIS TOLLWAY recording purposes shall be known as #004297, is to document and compensate the VILLAGE for the transfer of right-of-way from the VILLAGE to the ILLINOIS TOLLWAY required as part of the PROJECT; to document the ILLINOIS TOLLWAY's interest in property along I-294 between Flagg Creek and the Toll Highway; and to document the ILLINOIS TOLLWAY's agreement to provide the VILLAGE support for future improvements related to Wolf Road; and

WHEREAS, the VILLAGE owns certain parcels that accommodate more efficient design, construction and maintenance alternatives for the PROJECT, identified as ILLINOIS TOLLWAY Parcels TW-5-16-004, located at the south end of Vine Street adjacent to I-294, and TW-5-16-009, located between Flagg Creek and I-294, near the Hinsdale Oasis ramp, ("EXHIBIT A") on which the PROJECT is to be constructed and maintained, and for the purpose of implementing the PROJECT are required to be transferred from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, the VILLAGE agrees to support the ILLINOIS TOLLWAY’s efforts to obtain via separate agreement, existing Illinois Department of Transportation right of way identified as Parcel TW-5-16-006 (“EXHIBIT A”) located along the west side of I-294, north of Joliet Road and east of Flagg Creek, to be utilized for the ILLINOIS TOLLWAY’s redesign of alternative storm water detention, and maximize space available for the VILLAGE’s future development plans; and

WHEREAS, the ILLINOIS TOLLWAY agrees, subject to the aforementioned conveyance of Parcels TW-5-16-004 and TW-5-16-009 by the VILLAGE and subject to the conveyance of parcel TW-5-16-006 by the Illinois Department of Transportation, to the VILLAGE's request to limit the land use impacts within the area bounded by Wolf Road, Joliet Road, and I-294 to maximize space available for future development by redesigning alternative storm water detention locations, including Parcels TW-5-16-004 and TW-5-16-009 to be conveyed by the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, after construction of I-294 is completed, and subject to compliance with the ILLINOIS TOLLWAY’s established policies and procedures relating to the disposal of excess property, agrees to convey an excess parcel from the acquisition of Parcel TW-5-16-003 (“EXHIBIT A”) to the VILLAGE; and

WHEREAS, the VILLAGE intends to include Parcel TW-5-16-003 as part of a future mixed use real estate development project; and

WHEREAS, the VILLAGE agrees to conveyance of Parcel TW-5-16-144 adjacent to Plainfield Road as necessary for the construction of the PROJECT (“EXHIBIT B”);

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, agrees to compensate the VILLAGE for Parcel TW-5-16-004, Parcel TW-5-16-009 and Parcel TW-5-16-144, and for its assistance in providing the most efficient design, construction and maintenance alternatives to benefit the PROJECT; and

WHEREAS, the VILLAGE will perform traffic analysis in advance of the VILLAGE real estate development project to reasonably avoid adverse impacts to the ILLINOIS TOLLWAY northbound I-294 to Wolf Road exit ramp, and coordinate studies with the ILLINOIS TOLLWAY; and

WHEREAS, the VILLAGE agrees that the ILLINOIS TOLLWAY shall provide review and approval of proposed access points on Wolf Road adjacent to the ILLINOIS TOLLWAY northbound I-294 to Wolf Road exit ramp; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, proposes to install erosion and sediment protection, perform limited grading, install drainage pipe outlet erosion protection, and restore disturbed area in the VILLAGE right-of-way along Keokuk Road between Flagg Creek and Plainfield Road. (See “EXHIBIT B”);

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

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

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

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

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

I. RECITALS

The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

II. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications.

Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- E. Any dispute concerning the plans and specifications shall be resolved in accordance with Section X of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (i.e., U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (i.e., County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY and said grant and consent shall not be unreasonably delayed.
- H. The VILLAGE agrees, at its sole expense, to perform all traffic studies for new or modified access to Wolf Road between Joliet Road and the ILLINOIS TOLLWAY northbound I-294 to Wolf Road exit ramp. The ILLINOIS TOLLWAY will share the traffic information collected to-date with the VILLAGE (See "EXHIBIT C").

III. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY, pursuant to the approved plans, shall perform all survey work, prepare all parcel plats, and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its written Policies and Procedures.
- B. For purposes of financial consideration, "Right-Of-Way Costs" incurred by the ILLINOIS TOLLWAY shall include the purchase price, court ordered judgments and final settlement amounts. Furthermore, the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way, shall be included into the final tally of "Right-Of-Way Cost" as addressed in Section VI. of this AGREEMENT.

- C. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the PROJECT, to each other for each land parcel(s) identified in EXHIBIT A, attached hereto. To effectuate the conveyance, Grantor shall execute and deliver a general warrantee deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be used as a credit in accord with the “Right-Of-Way Cost” addressed in Section VI. of this AGREEMENT. The ILLINOIS TOLLWAY, by separate agreement will convey to the VILLAGE, after construction of I-294 is completed, and subject to compliance with the ILLINOIS TOLLWAY’s established policies and procedures relating to the disposal of excess property, an excess parcel from the acquisition of Parcel TW-5-16-003 as shown in EXHIBIT A.
- D. Unless specified otherwise, the Grantor will provide the following supporting documentation pursuant to the Transference of right-of-way:
- Original Title Commitment
 - Certificate of Publication
 - Tax Exemption Application and Approval
- E. In order to avoid PROJECT delays, upon full execution of this AGREEMENT, the VILLAGE hereby permits and authorizes the ILLINOIS TOLLWAY, its employees, vendors, and/or contractor(s) unrestricted access to Parcel TW-5-16-004, Parcel TW-5-16-009 and Parcel TW-5-16-144. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.
- F. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to Section VI. of this AGREEMENT.

IV. UTILITIES

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

- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY rights-of-way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- E. At all locations where utilities are located on VILLAGE rights-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE right-of-way along Keokuk Road between Flagg Creek and Plainfield Road, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The ILLINOIS TOLLWAY will install erosion and sediment protection, perform limited grading, install drainage pipe outlet erosion protection, and restore disturbed area in the VILLAGE right-of-way along Keokuk Road between Flagg Creek and Plainfield Road.

- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section X of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgement and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- I. Any dispute concerning the plans and specifications shall be resolved in accordance with Section X of this AGREEMENT.

VI. 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 convey Parcel TW-5-16-004, as shown on "EXHIBIT A", as a Partial Fee acquisition to the ILLINOIS TOLLWAY. Should the ILLINOIS TOLLWAY cancel or alter portions of the work as identified in Section V., Paragraph H. of this AGREEMENT, and Parcel TW-5-16-004 is no longer needed as part of the PROJECT, the ILLINOIS TOLLWAY agrees to convey the Parcel to the VILLAGE for market value established at the time of the conveyance.

- C. The VILLAGE agrees to convey Parcel TW-5-16-009, as shown on “EXHIBIT A”, as a Full Fee acquisition to the ILLINOIS TOLLWAY. Should the ILLINOIS TOLLWAY cancel or alter portions of the work as identified in Section IV., Paragraph H. of this AGREEMENT, and Parcel TW-5-16-009 is no longer needed as part of the PROJECT, the ILLINOIS TOLLWAY agrees to convey the Parcel to the VILLAGE for market value established at the time of the conveyance.
- D. The VILLAGE agrees to convey Parcel TW-5-16-144, as shown on “EXHIBIT B”, as a Full Fee acquisition to the ILLINOIS TOLLWAY. Should the ILLINOIS TOLLWAY cancel or alter portions of the work as identified in Section IV., Paragraph H. of this AGREEMENT, and Parcel TW-5-16-144 is no longer needed as part of the PROJECT, the ILLINOIS TOLLWAY agrees to convey the Parcel to the VILLAGE for market value established at the time of the conveyance.
- E. In consideration for the VILLAGE’s obligations under this AGREEMENT including but not limited to conveyance of Parcel TW-5-16-004, Parcel TW-5-16-009 and Parcel TW-5-16-144, and for the VILLAGE’s assistance in accommodating the most efficient design, construction, and maintenance alternative for the PROJECT, the ILLINOIS TOLLWAY shall compensate the VILLAGE an amount not to exceed \$510,000.
- F. The ILLINOIS TOLLWAY agrees that upon execution of this AGREEMENT, and a receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will pay to the VILLAGE in a lump sum its obligation incurred under this AGREEMENT, an amount of \$510,000.

VII. MAINTENANCE DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VIII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VII. 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. “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 Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VIII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the ditch within VILLAGE right-of-way along Keokuk Road between Flagg Creek and Plainfield Road which is included in the PROJECT, in its entirety.

IX. ADDITIONAL MAINTENANCE PROVISIONS

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

X. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Indian Head Park and The Illinois State Toll Highway Authority.
- B. 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 as it relates specifically to conveyance of the parcels listed and shown on EXHIBIT A and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to conveyance of the parcels listed on EXHIBIT A.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. The VILLAGE certifies that its correct Federal Tax Identification number is [REDACTED] and it is doing business as a governmental entity, whose mailing address is 201 Acacia Drive, Indian Head Park, IL 60525.

- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- K. 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. Electronic mail addresses may be exchanged upon future designation of point of contact.
- To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
- To the VILLAGE: The Village of Indian Head Park
201 Acacia Drive
Indian Head Park, Illinois 60525
Attn: Village President
- L. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. The PARTIES 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 VILLAGE, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- M. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

THE VILLAGE OF INDIAN HEAD PARK

By: _____
Tom Hinshaw
Village President

Attest: _____

(Please Print Name)

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

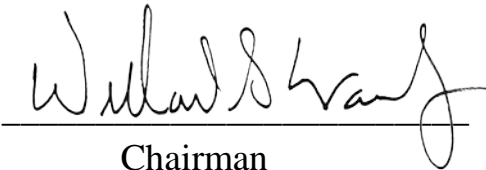
RESOLUTION NO. 21964

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to settle *ISTHA v. John W. Stueve and James W. Stueve*, 2014ED017, an eminent domain matter concerning Tollway parcel EO-1B-12-095.

Resolution

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

Approved by: 
Chairman

RESOLUTION NO. 21965
AMENDING RESOLUTION NO. 21850

Background

Resolutions 19584, 19882, 20227 and 20894 authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Elgin O'Hare Western Access Project, Project No. I-11-4011 ("Project No. I-11-4011"). Resolution 21850, as preceded by Resolutions 21754, 21540, 21429, 21305, 21209, 21171, 21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986, identified specific parcels that were required for Illinois State Toll Highway Authority ("Tollway") purposes. Resolution 21850 must be further amended to identify and add additional parcels and provide the Tollway's Land Acquisition Unit the authority to acquire all parcels necessary for Project No. I-11-4011, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to be acquire by eminent domain. This Resolution, amending Resolution 21850, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A ("Identified Parcels"), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. I-11-4011. The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. I-11-4011 and, per Resolutions 19584, 19882, 20227 and 20894, 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 (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of

RESOLUTION NO. 21965
AMENDING RESOLUTION NO. 21850

Resolution – continued

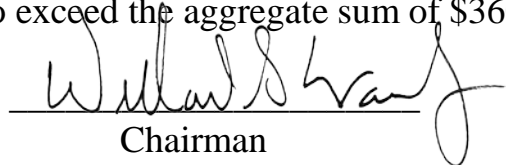
preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

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

The Executive Director, the Chief Operating Officer and/or the Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. I-11-4011, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire interests in all or part of all Identified Parcels needed for Project No. I-11-4011, up to a sum not to exceed the aggregate sum of \$360,000,000.00.

Approved by: _____

Chairman



02/11/20

6.4/3

RESOLUTION NO. 21965
AMENDING RESOLUTION NO. 21850

Resolution – continued- Exhibit A

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

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

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

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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 Elgin O'Hare Western Access	12-19-400-119 PREVIOUSLY IDENTIFIED	Cook

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

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

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

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
Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	

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

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 Elgin O'Hare Western Access	08-35-201-012, 08-26-410-006 PREVIOUSLY IDENTIFIED	Cook

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

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
Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	

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

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

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-2D-16-005	03-11-404-004, 03-11-404-022, 03-11-404-025	DuPage
WA-3D-12-012	08-36-101-012 08-36-102-012, 08-36-102-04	Cook
EO-1B-12-938	THAT PART OF THE NORTH 50 FEET OF LOTS 23 AND 24 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 14, RECORDED JULY 15, 1946 AS DOCUMENT NUMBER 502063; PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
TW-7-12-036	15-06-100-034	Cook
WA-1D-12-039	12-19-100-031, 12-19-100-043	Cook
WA-1D-12-901	12-19-100-037	Cook
WA-3D-12-085	08-25-500-001, 08-36-500-002	Cook
NW-7B-12-009	08-25-202-005, 08-25-203-005	Cook
NW-7B-12-003	08-25-400-006	Cook
NW-7B-12-006	08-25-202-006, 08-25-202-013 08-25-202-014, 08-25-202-017, 08-25-202-018	Cook
NW-7B-12-010	08-25-202-019	Cook

Elgin O'Hare Western Access

ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7B-12-020	08-25-400-005	Cook

RESOLUTION NO. 21966

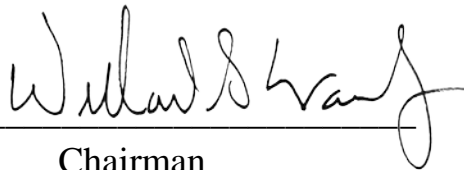
Background

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

Resolution

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

Approved by: _____



Chairman

RESOLUTION NO. 21967

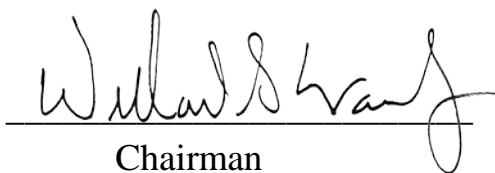
Background

The Illinois State Toll Highway Authority (“Tollway”) purchases Oracle licenses and related supports services under a State Master Contract with Mythics, Inc. (“Mythics”), an Oracle reseller. The Tollway’s current contract for support services will expire on February 29, 2020. To continue support services uninterrupted, it is in the best interests of the Tollway to negotiate an extension contract with Mythics.

Resolution

Consistent with information presented to the Board in Executive Session, the General Counsel is authorized to negotiate and finalize an extension contract with Mythics. As may be necessary, the Chairman/Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate the extension contract, subject to the approval of the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21968

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Technical Assistance for Developing Businesses from Chicago Minority Supplier Development Council, Inc., Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group), The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.), Illinois State Black Chamber of Commerce, Inc., Inner-City Underwriting Agency, Inc. and Prairie State College (“Contract No. 16-0031”). It is in the best interest of the Tollway to purchase additional Technical Assistance for Developing Businesses by renewing Contract No. 16-0031 and increasing the upper limit of compensation to Chicago Minority Supplier Development Council, Inc., Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group), The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.), Illinois State Black Chamber of Commerce, Inc., Inner-City Underwriting Agency, Inc. and Prairie State College by an aggregate amount not to exceed \$690,000.00.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 16-0031 for additional Technical Assistance for Developing Businesses from Chicago Minority Supplier Development Council, Inc., Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group), The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.), Illinois State Black Chamber of Commerce, Inc., Inner-City Underwriting Agency, Inc. and Prairie State College is approved in an aggregate amount not to exceed \$690,000.00 (increase from \$5,777,491.25 to \$6,467,491.25).

RESOLUTION NO. 21968

Resolution - continued

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman