

RESOLUTION NO. 22045

Background

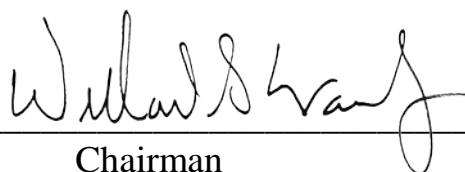
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4495 for Ramp C Flyover, Dixie Creek Bridge, and Ramp F2 Construction on the Tri-State Tollway (I-294)/I-57 Interchange. The lowest responsive and responsible bidder on Contract No. I-19-4495 is Dunnet Bay Construction Company in the amount of \$46,450,929.37.

Resolution

Contract No. I-19-4495 is awarded to Dunnet Bay Construction Company in the amount of \$46,450,929.37, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22046

Background

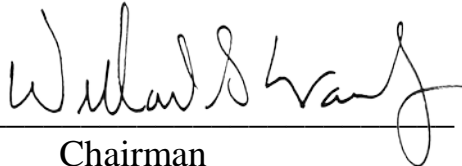
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4520 for Ramp D Roadway and Bridge Construction on the Tri-State Tollway (I-294)/I-57 Interchange. The lowest responsive and responsible bidder on Contract No. I-20-4520 is Dunnet Bay Construction Company in the amount of \$9,365,969.12.

Resolution

Contract No I-20-4520 is awarded to Dunnet Bay Construction Company in the amount of \$9,365,969.12, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22047

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4530 for Retaining and Noise Wall Rehabilitation and Extension on the Tri-State Tollway (I-294) from Mile Post 41.0 to Mile Post 52.45. The lowest responsive and responsible bidder on Contract No. RR-20-4530 is Martam Construction, Inc. in the amount of \$1,406,299.20.

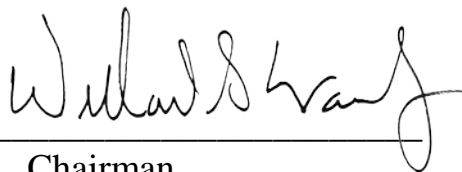
Resolution

Contract No. RR-20-4530 is awarded to Martam Construction, Inc. in the amount of \$1,406,299.20, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22048

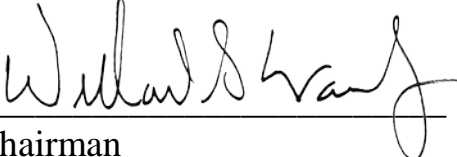
Background

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

Per Tollway request, Alfred Benesch & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd. submitted a proposal to provide Supplemental Design Services for Contract No. I-15-4656 in an amount not to exceed \$900,000.00, increasing the contract upper limit from \$29,242,011.52 to \$30,142,011.52. It is necessary and in the best interest of the Tollway to accept Alfred Benesch & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Alfred Benesch & Company /Christopher B. Burke Engineering, Ltd./Lin Engineering, Ltd., consistent with the aforementioned proposal, to increase the contract upper limit by \$900,000.00, 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. 22049

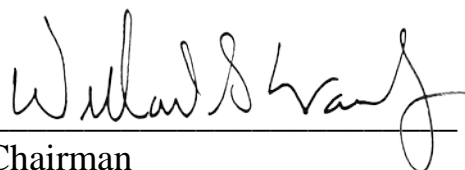
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21338 approved August 24, 2017, entered into an Agreement with exp U.S. Services, Inc. on Contract No. I-17-4676 for Design Services on the Elgin O'Hare Western Access Tollway (I-490) from Mile Post 5.8 (Touhy Avenue) to Mile Post 6.2 (Jane Addams Memorial Tollway (I-90) System Interchange).

Per Tollway request, exp U.S. Services, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4676 in an amount not to exceed \$450,000.00, increasing the contract upper limit from \$13,398,000.00 to \$13,848,000.00. It is necessary and in the best interest of the Tollway to accept exp U.S. Services, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with exp U.S. Services, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$450,000.00, 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. 22050

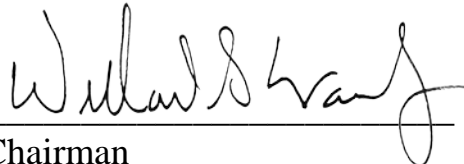
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20215 approved January 23, 2014, entered into an Agreement with David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc. on Contract No. RR-13-9149 for Design Upon Request Services, Systemwide.

Per Tollway request, David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc. submitted a proposal to provide Supplemental Design Upon Request Services for Contract No. RR-13-9149 in an amount not to exceed \$150,000.00, increasing the contract upper limit from \$2,500,000.00 to \$2,650,000.00. It is necessary and in the best interest of the Tollway to accept David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$150,000.00, 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

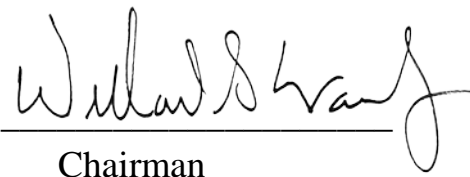
RESOLUTION NO. 22051

Background

The Illinois State Toll Highway Authority (“Tollway”) updated its Traffic Noise Study and Abatement Policy in April 2012, identifying its willingness to cooperate with units of government to address concerns related to traffic noise from a toll highway when the noise does not warrant construction of a noise abatement wall by the Tollway. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement (“Agreement”) with the County of DuPage (“County”) to document (i) the County’s request to construct a noise abatement wall off Tollway right-of-way, adjacent to the Veteran’s Memorial Tollway (I-355), for the benefit of nearby residents, (ii) the Tollway’s reimbursement/cost participation, and (iii) the County’s future maintenance responsibilities relative to the noise abatement wall. The Tollway’s participation and reimbursement for the cost to construct the noise abatement wall shall not exceed \$584,000.00

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 County of DuPage in substantially the form attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF DU PAGE
FOR SOUND WALL CONSTRUCTION**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 20____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY," and THE COUNTY OF DU PAGE a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The COUNTY and the ILLINOIS TOLLWAY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY desire to cooperate in providing noise abatement along the west side of the Veterans Memorial Tollway (I-355) ("Toll Highway") from approximately Milepost 27.2, south of Meadow Avenue to approximately Milepost 27.6, south of Sunset Avenue, (hereinafter referred to as the "IMPROVEMENT"); and

WHEREAS, the COUNTY requests the ILLINOIS TOLLWAY participate in the cost to install a sound wall by the COUNTY, benefitting the Enclave subdivision, and other nearby dwellings; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to participate in the cost of installing a sound wall outside the ILLINOIS TOLLWAY right-of-way, and off its property, consistent with the ILLINOIS TOLLWAY's Traffic Noise Study and Abatement Policy; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the IMPROVEMENT 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 COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 and Illinois Highway Code 605 ILCS 5/1-101 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:

Section 1.
COOPERATION

The ILLINOIS TOLLWAY and the COUNTY agree to cooperate and to make every effort to cause construction of the IMPROVEMENT.

Section 2.
IMPROVEMENT SCOPE, PLANS AND CONDITIONS

1. The IMPROVEMENT shall be constructed to provide noise mitigation for up to twenty-four (24) residential parcels, as shown on "Exhibit A" attached.
2. The IMPROVEMENT shall be constructed on property under the jurisdiction of, owned or controlled by, or with easement rights granted to, the COUNTY. The IMPROVEMENT shall not be located on ILLINOIS TOLLWAY property. The construction site shall not be accessed utilizing ILLINOIS TOLLWAY property, unless approved by permit issued by the ILLINOIS TOLLWAY.
3. The COUNTY shall design, construct, and maintain or cause to maintain the IMPROVEMENT.
4. The COUNTY may phase the construction of the IMPROVEMENT over a period not to exceed five years, upon execution of this AGREEMENT.
5. The IMPROVEMENT shall be designed and constructed in accordance with American Society for Testing and Materials (ASTM) test method E90-09.
6. The design plans and construction schedule for the IMPROVEMENT shall be submitted to the ILLINOIS TOLLWAY for its review and approval. Construction shall not commence until such approval has been obtained, which shall not be unreasonably withheld.
7. The COUNTY is the lead agency in the design and construction of the IMPROVEMENT. The COUNTY agrees to assume the overall project responsibility of assuring that all permits are secured.
8. The COUNTY shall manage the project from design through construction.

Section 3.
FINANCIAL

1. The ILLINOIS TOLLWAY shall reimburse the COUNTY a sum not to exceed \$584,000.00 for the design and construction of the IMPROVEMENT (as shown in Exhibit A). Upon award of the contract(s) for this IMPROVEMENT, and receipt of an invoice(s) from the COUNTY, the ILLINOIS TOLLWAY will pay an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to the COUNTY the remainder of its obligation in a lump sum, within a reasonable time after notification of completion of construction, and receipt of an invoice(s). The COUNTY shall provide any reasonable supporting records requested by the ILLINOIS TOLLWAY in order to process the COUNTY's reimbursement request.
2. The COUNTY shall submit documentation to the ILLINOIS TOLLWAY showing that all costs for the IMPROVEMENT have been paid and shall provide the ILLINOIS TOLLWAY with complete record drawings for the IMPROVEMENT.

Section 4.
RIGHT-OF-WAY

All right-of-way and easements, both permanent and temporary, necessary for the construction of the IMPROVEMENT, pursuant to the plans and specifications provided, not currently owned by the COUNTY shall be acquired by the COUNTY at its sole cost and expense.

Section 5.
MAINTENANCE

1. As used herein, the terms "maintenance" and "maintain" shall refer to the responsibility for keeping the IMPROVEMENT in good and sufficient repair (including reconstruction thereof when needed) at all times and shall include preservation of the structural integrity of the original IMPROVEMENT as well as any subsequent improvements, perpetuation of ground cover on embankment slopes, and removal of ice, snow, dirt and debris, and any invasive or nuisance animals or insects, and shall be responsible for maintaining at proper and safe levels any vegetation or other plant life, including any mowing, and the care of any such vegetation where necessary.
2. The TOLLWAY shall conduct maintenance inspections of the IMPROVEMENT on a four-year cycle and provide the COUNTY with the subsequent inspection report. The COUNTY shall maintain or cause to be maintained the IMPROVEMENT. The ILLINOIS TOLLWAY shall have no maintenance, or maintenance cost responsibilities

for the IMPROVEMENT.

3. In the event that the COUNTY fails, after thirty (30) days written notice by the ILLINOIS TOLLWAY, to perform its maintenance duties as provided under this AGREEMENT, the ILLINOIS TOLLWAY may perform the maintenance and invoice the COUNTY the cost thereof, and the COUNTY will promptly reimburse the ILLINOIS TOLLWAY for said costs.

Section 6.
INDEMNIFICATION

The COUNTY shall indemnify and hold harmless the ILLINOIS TOLLWAY, its directors, officers, agents and employees from and against any and all costs, claims, causes of action, liabilities and damages of any kind and nature arising out of, related to or due to the construction, maintenance, and/or use of the IMPROVEMENT, and shall require each Contractor and/or sub-contractor performing or supplying work for the IMPROVEMENT to save and hold harmless the ILLINOIS TOLLWAY, its directors, officers, agents and employees from all said claims, liabilities and damages to the same extent as required of the COUNTY.

Section 7.
GENERAL

1. It is understood and agreed that this AGREEMENT is an Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority.
2. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have sole jurisdiction of the Toll Highway.
3. Following execution of this AGREEMENT, each PARTY shall inform the other PARTY who shall serve as the primary representative of the said PARTY, along with appropriate contact information, during the carrying out of the construction of the IMPROVEMENT. Representatives and/or contact information may be changed, from time to time by subsequent written notice. Each representative shall be readily and reasonably available to the other PARTY.
4. The COUNTY will maintain for a minimum of five (5) years after completion of the IMPROVEMENT, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds expended pursuant to this AGREEMENT. All such books, records and supporting documents shall be available for review and/or audit by the ILLINOIS TOLLWAY's Inspector General and/or audit personnel, as well as by the Auditor General and other State auditors or other governmental officials with proper regulatory, monitoring, or regulatory authority, and the COUNTY agrees to cooperate fully with any audit or review conducted and to

provide full access to all relevant materials

5. The COUNTY 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 COUNTY 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.
6. This AGREEMENT may be executed in two or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
7. This AGREEMENT is void if construction associated with the IMPROVEMENT is not initiated within three (3) years, and not completed within five (5) years of the date the AGREEMENT is fully executed unless otherwise agreed to in writing under Section 8 below.
8. The PARTIES acknowledge that the COUNTY may arrange to have the IMPROVEMENT constructed by a third party, and agree that such arrangement shall not alter the duties and responsibilities and liabilities of the parties as set forth herein.

Section 8. MODIFICATION

This AGREEMENT is not subject to modifications except in writing, executed by the duly authorized representatives of the PARTIES.

Section 9. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns, but does not, and shall not be construed to create, any rights, remedies, responsibilities, or causes of action, in any third-party unless specifically created or required in this AGREEMENT. Neither PARTY may assign this AGREEMENT without prior written approval of the other PARTY.

Section 10.
GOVERNING LAWS

It is agreed that the laws of the State of Illinois, except for the law of the conflicts of law shall apply to this AGREEMENT. Venue shall lie in the Circuit Court of DuPage County exclusively.

Section 11.
NOTICES

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

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

To the COUNTY: The Du Page County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois, 60187
Attn: Director of Transportation/County Engineer

The PARTIES may exchange e-mail addresses or other contact information for any message under this Paragraph without amending this AGREEMENT. By agreement, the PARTIES may change the addresses or contact information under this paragraph by proper notice without amending this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE COUNTY OF DU PAGE

By: _____
Daniel J. Cronin
Chairman, DuPage County Board

Attest: _____
Jean Kaczmarek
County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General, State of Illinois

RESOLUTION NO. 22052
AMENDING RESOLUTION NO. 22027

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22027 as preceded by Resolutions 22003, 21948, 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771, identified specific parcels that were required for Illinois State Toll Highway purposes. Resolution 22027 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 22027, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A (“Identified Parcels”), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. RR-11-4010. The Tollway’s Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. RR-11-4010 and, per Resolutions 19584, 21069 and 21451, to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just

RESOLUTION NO. 22052
AMENDING RESOLUTION NO. 22027

Resolution – Continued

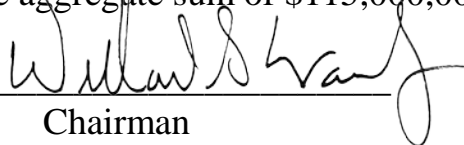
compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

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

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

Approved by: _____

Chairman



06/25/20

6.2/2

RESOLUTION NO. 22052
AMENDING RESOLUTION NO. 22027

Resolution – Continued- Exhibit A

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

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

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

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

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

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-009	18-34-102-003	Cook
TW-3A-16-011	18-34-102-011	Cook
TW-3A-16-007	18-34-105-001 & Rust Rail and Louis Drive	Cook
TW-5-16-067	18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003	Cook
TW-5-16-068	18-06-319-001, 18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002	Cook
TW-5-16-070	18-06-318-032	Cook
TW-6B-16-005	15-07-101-016	Cook
TW-7-16-062	12-16-115-032	Cook
TW-7-16-063	12-16-114-036	Cook
TW-7-16-064	12-16-114-037	Cook
TW-7-16-065	12-16-114-032	Cook
TW-7-16-066	12-16-113-021	Cook
TW-3B-16-017	18-28-102-006	Cook
TW-3B-16-018	18-28-102-005	Cook
TW-3B-16-019	18-28-102-023	Cook
TW-3B-16-020	THAT PART OF THE EXISTING MARIDON ROAD RIGHT OF WAY AS DEDICATED ON GREGOR'S SUBDIVISION PLAT, RECORDED SEPTEMBER 8, 1952 AS DOCUMENT NUMBER 15430017, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 1027.90 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-021	18-28-102-021	Cook
TW-3B-16-022	18-28-102-020	Cook
TW-3B-16-023	18-29-205-016	Cook

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-024	18-29-205-015	Cook
TW-5-16-059	18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011	Cook
TW-7-16-002	03-25-409-001, 03-25-409-002	DuPage
TW-7-16-003	03-25-400-004	DuPage
TW-7-16-004	03-25-400-006	DuPage
TW-7-16-054	12-16-307-029	Cook
TW-7-16-057	12-16-312-018	Cook
TW-7-16-060	12-16-115-023, 12-16-115-025	Cook
TW-7-16-067	12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024	Cook
TW-7-16-068	12-16-205-023, 12-16-111-049	Cook
TW-7-16-071	12-16-205-019	Cook
TW-7-16-077	12-16-203-024	Cook
TW-7-16-053	12-16-307-041	Cook
TW-7-16-055	12-16-307-028	Cook
TW-7-16-059	12-16-111-048, 12-16-205-024	Cook
TW-7-16-078	THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103	Cook
TW-7-16-079	THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059	Cook
TW-7-16-080	THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643	Cook
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-16-045	12-30-301-034	Cook
TW-5-16-011	18-19-102-014	Cook
TW-5-16-012	18-19-102-013	Cook
TW-5-16-013	18-19-102-012	Cook
TW-5-16-014	18-19-102-011	Cook
TW-5-16-015	18-19-102-016	Cook
TW-3A-16-072	08-35-109-012	Cook
TW-3A-16-081	23-01-106-012	Cook
TW-5-16-137	18-18-304-018	Cook
TW-5-16-139	18-19-102-015	Cook
TW-5-16-140	18-18-304-017	Cook
TW-6B-16-002	15-07-104-015	Cook
TW-6B-16-004	15-07-104-004	Cook
TW-6B-16-008	15-06-303-024	Cook
TW-7-16-043	12-20-300-054, 12-20-300-055	Cook
TW-7-16-056	12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032	Cook
TW-7-16-069	12-16-205-021	Cook
TW-3A-16-066	18-35-407-055	Cook
TW-3B-16-027	18-29-100-003, 18-29-100-027	Cook
TW-3B-16-029	THAT PART OF 71 st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook
TW-3B-16-028	18-29-100-026	Cook
TW-5-16-095	18-06-126-010	Cook
TW-5-16-098	18-06-126-009	Cook
TW-5-16-101	18-06-126-006	Cook
TW-5-16-103	18-06-126-005	Cook

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

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

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

PREVIOUSLY IDENTIFIED PARCELS

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

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

Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-017	23-01-301-040	Cook
TW-3A-16-019	23-01-301-039	Cook
TW-3A-16-020	23-01-301-022	Cook
TW-3A-16-021	23-01-301-021	Cook
TW-3A-16-024	23-01-300-019	Cook
TW-3A-16-029	23-01-300-026	Cook
TW-3A-16-046	23-01-109-034	Cook
TW-3A-16-052	23-01-117-014-1001 through 1012	Cook
TW-3A-16-054	23-01-117-013-1001 through 1048	Cook
TW-3A-16-056	23-01-113-010	Cook
TW-3A-16-057	23-01-113-003, 23-01-113-004, 23-01-113-005	Cook
TW-3A-16-059	18-36-319-036	Cook
TW-3A-16-063	18-35-407-008, 18-35-407-010	Cook
TW-3A-16-070	18-35-407-041	Cook
TW-5-16-005	18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011	Cook
TW-5-16-143	COMMENCING AT THE NORTHEAST CORNER OF LOT 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN HIGHLANDS, SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 2 DEGREES 17 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 10 (EXCEPT THE NORTH 17 FEET OF LOT 10), 43.31 FEET; THENCE SOUTH 85 DEGREES 42 MINUTES 02 SECONDS WEST, 115.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 24 MINUTES 47 SECONDS EAST, 481.67 FEET; THENCE SOUTH 57 DEGREES 35 MINUTES 13 SECONDS WEST, 60.00 FEET TO THE WESTERLY LINE OF FLAGG CREEK; THENCE NORTH 32 DEGREES 24 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 513.72 FEET; THENCE NORTH 85 DEGREES 42 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE, 68.03 FEET TO THE POINT OF BEGINNING	Cook
TW-3A-16-023	23-01-301-020	Cook
TW-3A-16-026	23-01-301-024	Cook
TW-3A-16-027	23-01-301-033	Cook
TW-3A-16-053	23-01-117-003	Cook
TW-5-16-073	That part of Spring Street, Hinsdale	Cook

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

TW-5-16-074	18-06-303-025, 18-06-310-011, 18-06-310-012 18-06-310-016, 18-06-310-017, 18-06-310-018 18-06-310-019, 18-06-310-021, 18-06-311-001 18-06-311-002, 18-06-311-003, 18-06-311-004 18-06-311-005, 18-06-311-006, 18-06-311-007 18-06-311-008, 18-06-311-009, 18-06-311-010 18-06-311-021, 18-06-311-023	Cook
TW-6B-16-010	That part of Coolidge Avenue, Berkeley	Cook
TW-6B-16-011	That part of Superior St., Huron St. and public alley in block 2 of H.O. Stone and Company's Ber-Elm Addition, Berkeley	Cook
TW-6B-16-013	That part of Victoria Avenue, Berkeley	Cook
TW-6B-16-014	That part of Electric Avenue, Berkeley	Cook
TW-6B-16-015	15-07-318-004-8001	Cook
TW-6B-16-017	15-07-501-001	Cook
TW-6C-16-005	16 Foot Alley in Block 9 in Berkeley Lawn Subdivision	Cook

ADDED IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-033	23-01-300-028, 23-01-300-029	Cook
TW-3A-16-043	23-01-109-031	Cook
TW-3A-16-044	23-01-109-032	Cook
TW-3A-16-045	23-01-109-033	Cook
TW-3A-16-047	A PART OF WEST 90TH STREET OF MILFORD COURT, BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 97144076 RECORDED MARCH 04, 1987	Cook
TW-3A-16-083	18-35-122-014, 18-35-122-015	Cook
TW-6B-16-006	That part of Park Ave., Berkeley	Cook
TW-6B-16-007	That part of Victoria Ave., Berkeley	Cook
TW-6C-16-015	15-18-306-016, 15-18-306-017, 15-18-306-018	Cook

RESOLUTION NO. 22053

Background

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

As a result of the severe economic contraction caused by the pandemic and for various other reasons, many Tollway customers are facing extremely difficult economic circumstances. Like other State agencies, the Tollway seeks to do its part to provide relief to Illinoisans and other motorists who travel on its toll roads. Specifically, pursuant to the foregoing authority, the Tollway seeks authority to implement an amnesty program applicable to unpaid fines and penalties relating to unpaid tolls. Under the proposed amnesty program:

- unpaid fines and penalties relating to unpaid tolls incurred on and between March 9, 2020 and June 25, 2020 will be eliminated (“March 9 Amnesty amount”); and
- unpaid fines and penalties relating to unpaid tolls incurred prior to March 9, 2020 will be substantially decreased—outstanding account balances will be reduced to an amount equal to unpaid tolls plus a fee of three dollars per toll (“Pre-March 9 Amnesty amount”).

In order to receive amnesty, a Tollway customer must pay the full March 9 Amnesty and Pre-March 9 Amnesty amounts (both of which will include all outstanding tolls) by 5:00 p.m., Central Standard Time, on December 30, 2020. Full payment may be made by lump sum payment or by periodic payments, provided that final payment in full is made by the December 30, 2020, 5:00 p.m. deadline. A customer who fails to pay the full March 9 Amnesty and Pre-March 9

RESOLUTION NO. 22053

Background - continued

Amnesty amounts by the stated deadline will not receive amnesty and will be liable for the total of all unpaid tolls, fines and penalties.

Under the proposed amnesty program, partial payment shall not extend the amnesty payment deadline nor shall it relieve a customer of liability for the total of all unpaid tolls, fines and penalties.

The proposed amnesty program shall have no effect on payment plans agreed to and/or initiated on or before June 25, 2020, including any and all court-sanctioned payment plans

The proposed amnesty program shall have no retroactive effect with regard to any payments already tendered to the Tollway that were full payments or payments in an amount greater than the March 9 Amnesty or Pre-March 9 Amnesty amounts and shall not be the basis for either a refund or a credit.

The proposed amnesty program does not apply to toll evasion citations issued by the Illinois State Police or other authorized law enforcement agencies and for which payment may be due to or through the clerk of the circuit court.

During the June 25, 2020 through December 30, 2020 period the proposed amnesty program is in effect, the Tollway will suspend the following sections of its Toll Violation Payment and Settlement Guidelines:

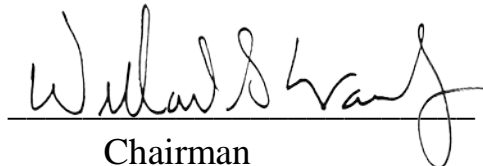
- A. Non-Transponder Customers: Terms and Conditions for Dismissal;
- B. I-Pass Customers or Customers with Recognized Transponder Accounts (e.g., E-ZPass): Terms and Conditions for Dismissal; and
- C. Settlement Authority for Non-Standard Settlements.

RESOLUTION NO. 22053

Resolution

To provide needed relief to Tollway customers, the Tollway is authorized to implement an amnesty program, as described above and as permitted under Section 10(a-5) of the Toll Highway Act, 605 ILCS 10/10(a-5). Among other things, the Tollway is directed to (i) eliminate unpaid fines and penalties relating to unpaid tolls incurred on and between March 9, 2020 and June 25, 2020, and (ii) reduce unpaid fines and penalties relating to unpaid tolls incurred prior to March 9, 2020 to an amount equal to the unpaid tolls plus a fee of three dollars per toll. The Tollway is directed to adopt policies and procedures necessary to implement the amnesty program. Also, during the June 25, 2020 through December 30, 2020 period the amnesty program is in effect, the Tollway is directed to suspend the above-identified sections of its Toll Violation Payment and Settlement Guidelines.

Approved by:



Chairman