

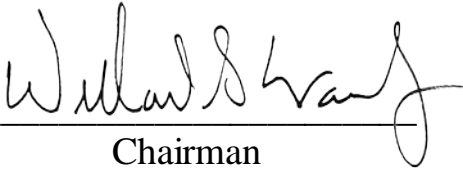
RESOLUTION NO. 22088

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Backflow Inspection and Repair Services from Chicago Backflow, Inc. (“Contract No. 14-0109”). It is in the best interest of the Tollway to exercise the two-year renewal option in Contract No. 14-0109 and increase the upper limit of compensation to Chicago Backflow, Inc. by an amount not to exceed \$60,000.00 for the purchase of additional Backflow Inspection and Repair Services.

Resolution

The two-year renewal option and associated increase to the upper limit of compensation of Contract No. 14-0109 for the purchase of additional Backflow Inspection and Repair Services from Chicago Backflow, Inc. is approved in an amount not to exceed \$60,000.00 (increase from \$114,000.00 to \$174,000.00) during the current fiscal year. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22089

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4466 for Landscape Planting Improvements on the Reagan Memorial Tollway (I-88), Mile Post 91.8 (1st Street) to Mile Post 117.2 (Fox River). The lowest responsive and responsible bidder on Contract No. RR-19-4466 is Semper Fi Yard Services, Inc. in the amount of \$1,749,901.61.

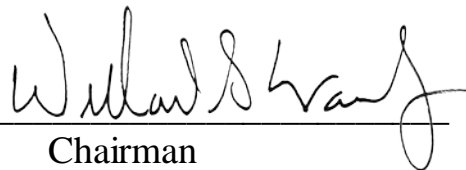
Resolution

Contract No. RR-19-4466 is awarded to Semper Fi Yard Services, Inc. in the amount of \$1,749,901.61, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 22090

Background

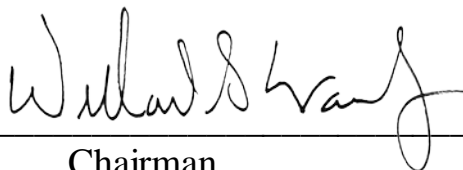
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-18-4382 for Bridge Reconstruction on the Tri-State Tollway (I-94) at Mile Post 7.5 (Stearns School Road). The lowest responsive and responsible bidder on Contract No. RR-18-4382 is Dunnet Bay Construction Company in the amount of \$8,691,924.99.

Resolution

Contract No RR-18-4382 is awarded to Dunnet Bay Construction Company in the amount of \$8,691,924.99, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 
Chairman

RESOLUTION NO. 22091

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4532 for Bridge Reconstruction on the Reagan Memorial Tollway (I-88) at Mile Post 114.2 (Deerpath Road). The lowest responsive and responsible bidder on Contract No. RR-20-4532 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$3,538,455.85.

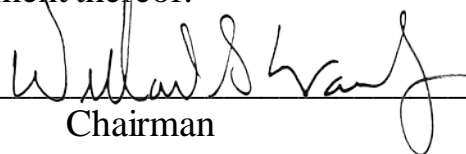
Resolution

Contract No. RR-20-4532 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$3,538,455.85, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chairman

RESOLUTION NO. 22092

Background

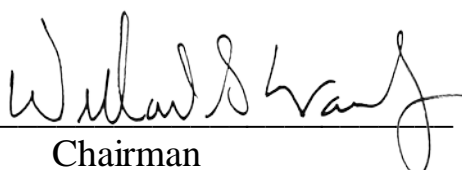
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4513 for Advance Intelligent Transportation Systems (ITS) Material on the Tri-State Tollway (I-294) between Mile Post 17.8 (95th Street) and Mile Post 24.2 (I-55 Ramps) and between Mile Post 32.4 (St. Charles Road) and Mile Post 33.5 (North Avenue). The lowest responsive and responsible bidder on Contract No. I-20-4513 is Aldridge Electric, Inc. in the amount of \$3,432,875.80.

Resolution

Contract No. I-20-4513 is awarded to Aldridge Electric, Inc. in the amount of \$3,432,875.80, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 
Chairman

RESOLUTION NO. 22093

Background

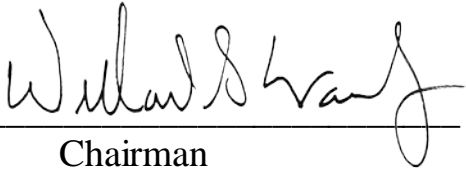
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4517 for Roadway & Bridge Reconstruction on the Tri-State Tollway (I-294) between Mile Post 17.5 (95th Street) and Mile Post 19.7 (Plaza 36). The lowest responsive and responsible bidder on Contract No. I-20-4517 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$124,441,582.77.

Resolution

Contract No. I-20-4517 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$124,441,582.77, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 
Chairman

RESOLUTION NO. 22094

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-20-4519 for Roadway & Bridge Reconstruction on the Tri-State Tollway (I-294) Tollway between Mile Post 22.3 (75th Street) and Mile Post 24.1 (I-55 Ramps). The lowest responsive and responsible bidder on Contract No. I-20-4519 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$124,404,249.72.

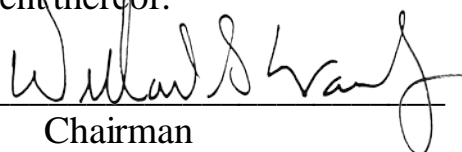
Resolution

Contract No. I-20-4519 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$124,404,249.72, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chairman

RESOLUTION NO. 22095

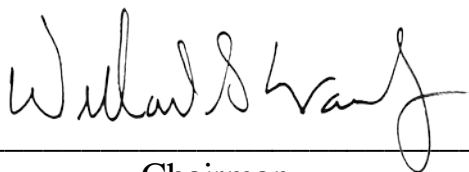
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22012 approved on April 30, 2020, entered into Contract No. I-19-4506 with K-Five Construction Corporation for Shoulder Rehabilitation and Traffic Crossover Construction on the Tri-State Tollway (I-294), Mile Post 17.8 (95th Street) to Mile Post 20.7 (LaGrange Road). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4506, by an amount not to exceed \$365,000.00, to provide for the addition of new drainage structures in the median crossovers associated with shoulder rehabilitation and traffic crossover installation (advance maintenance of traffic). Therefore, in accordance with the Tollway’s Board approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of Contract No. I-19-4506 in an amount not to exceed \$365,000.00.

Resolution

An Extra Work Order in the amount of \$365,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4506 (increasing the upper limit from \$2,365,983.20 to \$2,730,983.20) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22096

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21153 approved October 27, 2016, entered into an Agreement with CDM Smith Inc. on Contract No. RR-15-9976R for Trust Indenture and Traffic Engineer Services, Systemwide.

Per Tollway request, CDM Smith Inc. submitted a proposal to renew Contract RR-15-9976R for one year, through December 31, 2021, in an amount not to exceed \$4,950,000.00, increasing the contract upper limit from \$18,410,000.00 to \$23,360,000.00. It is necessary and in the best interest of the Tollway to accept CDM Smith Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate a Contract Renewal with CDM Smith Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$4,950,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22097

Background

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel WA-1D-12-022.EX (“Parcel”), located south of Green Street and west of County Line Road in Bensenville, DuPage County, IL.

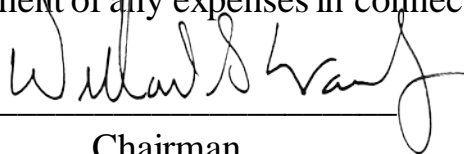
A portion of the Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee declared said portion of Parcel WA-1D-12-022.EX excess to the Tollway’s needs (“Excess Parcel”).

In accordance with the terms and conditions of the December 12, 2018 Letter of Understanding between the Tollway and the Village of Bensenville, it is in the best interest of the Tollway to sell the Excess Parcel to the Village of Bensenville for approximately \$18,696,186.54.

Resolution

The sale of the Excess Parcel 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 Excess Parcel, and any improvements located thereon, to the Village of Bensenville. The Chairman and 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. 22098

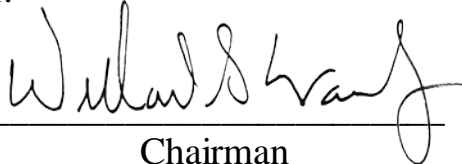
Background

The Illinois State Toll Highway Authority (“Tollway”) has previously entered into an Intergovernmental Operating Agreement (“Agreement”) with The Department of State Police of the State of Illinois (“Department”), which, through District 15, patrols and polices the entirety of the Tollway’s toll highway system, twenty-four hours a day, in accordance with all powers and duties of enforcement and arrest that 20 ILCS 2610/16 confers upon State police officers generally and enforces all regulations established by the Tollway pursuant to its statutory grant of authority.

With the assistance of the Illinois Attorney General’s office, the Tollway and the Department have renegotiated and updated their Agreement. The updated and revised Intergovernmental Agreement continues the Tollway’s and the Department’s existing relationship and newly authorizes these parties to share confidential investigative information generated in connection with an administrative and/or criminal investigation, by either party, in which the subject of the investigation is an Illinois State Police employee assigned or formerly assigned to District 15 or a Tollway employee or agent. It is in the best interest of the Tollway to enter into the updated and revised Intergovernmental Agreement with the Department.

Resolution

The General Counsel is authorized to finalize an Intergovernmental Agreement between The Illinois State Tollway Highway Authority and The Department of State Police of the State of Illinois 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 OPERATING AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE DEPARTMENT OF STATE POLICE**

Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, this Intergovernmental Operating Agreement (“Agreement”) is entered by and between The Illinois State Toll Highway Authority (“TOLLWAY”), an instrumentality and administrative agency of the State of Illinois, and The Department of State Police of the State of Illinois (“DEPARTMENT”).

WHEREAS, the TOLLWAY owns, operates, maintains, constructs and regulates a system of toll highways traversing the State of Illinois; and

WHEREAS, the DEPARTMENT is authorized to assign police officers to police the TOLLWAY’s toll highways, and said police officers have all powers and duties of enforcement and arrest that 20 ILCS 2610/16 confers upon State police officers generally in policing other public highways and other areas, and in addition, said police officers have the duty to enforce all regulations established by the TOLLWAY; and

WHEREAS, both the DEPARTMENT and the TOLLWAY agree that it is in the best interests of the DEPARTMENT, the TOLLWAY and the public to update the parties’ existing Operating Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the DEPARTMENT and the TOLLWAY (collectively, “PARTIES”) hereto agree as follows:

I. TERM OF AGREEMENT

This Agreement shall commence on September 17, 2020 and shall continue year to year until amended or modified by mutual agreement of the parties or until terminated as provided herein. In any event, the PARTIES agree that the terms and conditions of this Agreement shall be reviewed periodically and updated as necessary. This Agreement supersedes all prior Agreements between the TOLLWAY and the DEPARTMENT with respect to the matters addressed herein.

II. OBLIGATIONS OF THE DEPARTMENT

The Director of the DEPARTMENT or his designee shall:

- A. Designate a State Police District (currently known as District 15) to patrol and police the TOLLWAY's toll highway system. District 15 shall be dedicated to policing and patrolling the TOLLWAY's toll highway system. District 15 shall patrol and police the TOLLWAY's toll highway system twenty-four hours a day in accordance with all powers and duties of enforcement and arrest that 20 ILCS 2610/16 confers upon State police officers generally and shall enforce all regulations established by the TOLLWAY pursuant to its statutory grant of authority.
- B. Cause District 15 to patrol and police the toll highway system in accordance with generally accepted and recognized DEPARTMENT highway patrolling and policing policies, practices, standards and procedures. Operations will be so regulated and supervised to provide maximum patrolling and policing services within the scope of available manpower as set forth in the Agreement.
- C. Under emergency conditions upon the TOLLWAY's toll highways, assign forces from other DEPARTMENT districts/work units and make available from its regular police force such additional personnel and equipment as may be safely diverted to the TOLLWAY to meet the situation. For the purposes of this Agreement, "emergency conditions" are defined as any occurrence, with no or very short notice, that requires an immediate response that cannot practically be provided by the DEPARTMENT with its existing resources.
- D. Have the right, in emergency conditions, to divert from District 15 such forces deemed necessary to meet the situation. Once the emergency has been resolved, the diverted forces shall be reassigned to District 15.
- E. When emergency conditions result in reassignment or diversion of forces for more than ten (10) consecutive days, the PARTIES agree to reimburse each other, on a per diem basis, based upon the salary and benefits costs attributable to each person

reassigned or diverted, for the time each such person is absent from the TOLLWAY or the DEPARTMENT in excess of ten (10) consecutive days.

- F. When dealing with special details, and in instances where the TOLLWAY is contributing toward the State Police Officer's employment benefits, have the right (with the approval of the TOLLWAY's Executive Director) to divert from District 15 such forces deemed necessary by the DEPARTMENT to meet the situation/event. Once the special detail is completed, diverted forces shall be reassigned to the TOLLWAY. For the purpose of this Agreement, "special details" are defined as situations or events for which advance notice is available and which will allow for the planned deployment of personnel and equipment - for example, political conventions, large sporting events and labor disputes.
- G. When dealing with temporary assignment, and in instances where the TOLLWAY is contributing toward the State Police Officer's employment benefits, have the right (with the approval of the TOLLWAY's Executive Director) to divert from District 15 such forces deemed necessary or appropriate by the DEPARTMENT. Once the temporary assignment is completed, the diverted forces shall be reassigned to the TOLLWAY. For the purposes of this Agreement, "temporary assignments" are defined as scheduled diversions for a finite term which will allow for the planned deployment of personnel to other DEPARTMENT units where the officer will assist in training cadets or gain training and experience that will be shared with incoming and existing officers and will result in a benefit to the TOLLWAY.
- H. When special detail or temporary assignment result in reassignment or diversion of forces for more than ten (10) consecutive days, the DEPARTMENT shall reimburse the TOLLWAY, on a per diem basis, based upon the salary and benefits costs attributable to each person reassigned or diverted, for the time each such person is absent from the TOLLWAY in excess of ten (10) consecutive days. To the extent TOLLWAY policies and practices continue to provide for the TOLLWAY to pay the employee's share of a District 15 officer's health benefits, based on the length of the scheduled diversion and the anticipated TOLLWAY benefit, at its option, the

TOLLWAY may elect to continue to pay the employee share of the officer's health benefits, which payments will be reimbursed as set forth above.

- I. Assign a District Commander to District 15 having rank of not less than Captain of the State Police. If circumstances warrant, an "Acting Captain" position may be created.
- J. Assign to District 15 fully accredited sworn police officers trained in accordance with DEPARTMENT policies and standards. These officers include personnel of senior rank and others of appropriate rank and experience in order to maintain a highly skilled and properly staffed Police District at the TOLLWAY.
- K. Maintain, subject to budget availability, the agreement of the PARTIES and TOLLWAY reassignments/diversions as provided for in this Agreement, the State Police complement of sworn officers assigned to District 15 at a minimum staffing level of no less than one hundred and seventy-five (175) sworn officers with a goal of one hundred and ninety-six (196) sworn officers. The TOLLWAY may request and pay for the training of additional cadets to maintain this staffing goal.
- L. Exercise, directly or through the DEPARTMENT, exclusive authority and control over current and future personnel assigned to District 15. Such personnel shall not be deemed employees of the TOLLWAY. This paragraph does not prohibit the TOLLWAY from providing sworn officers assigned to District 15 with the option of selecting life/health insurance and other benefits through the TOLLWAY.
- M. Accomplish any increase or replacement of personnel, directly or through the DEPARTMENT and in consultation with the TOLLWAY, through transfer of any appropriate sworn officer of District 15.
- N. Provide the TOLLWAY with reasonable advance notice of scheduled cadet classes, at which time the DEPARTMENT and the TOLLWAY will discuss and coordinate efforts designed to meet and maintain the minimum staffing requirement of one hundred and seventy-five (175) and goal of one hundred and ninety-six (196) sworn officers assigned to District 15.

- O. Ensure that all State Police assigned to District 15 shall be fully uniformed, outfitted and equipped with all standard issue clothing and equipment in accordance with current DEPARTMENT policies and standards. District 15 personnel shall be solely responsible for maintaining all firearms (sidearms, shotguns, rifles) carried and/or used by them in the normal course of their policing of the TOLLWAY's toll highways.
- P. At the request of the TOLLWAY's Executive Director, and subject to the Director's approval, provide temporary duty personnel to the TOLLWAY to meet unexpected and/or unusual conditions or incidents and provide investigative personnel from the DEPARTMENT's Division of Internal Investigation to perform investigative duties on behalf of the TOLLWAY. Should the assignment of temporary duty or investigative personnel exceed ten (10) consecutive days, the TOLLWAY agrees to reimburse the DEPARTMENT, on a per diem basis, based upon the salary and benefits costs attributable to each person subject to assignment, for the time each person is absent from the DEPARTMENT.

III. OBLIGATIONS OF THE TOLLWAY

The TOLLWAY, in consideration of the services to be provided to the TOLLWAY by the DEPARTMENT under this Agreement, shall:

- A. Reimburse the DEPARTMENT or directly pay the costs of uniforms, equipment, training, travel and any additional costs agreed to be reimbursed by the TOLLWAY to the DEPARTMENT. The DEPARTMENT shall provide the TOLLWAY with a list of all such costs. The TOLLWAY shall pay directly the salaries and benefits of Illinois State Police personnel (including retirement, health/life insurance and accrued time) while assigned to the TOLLWAY. Salary and benefits, where appropriate, shall reflect those set forth in any applicable contract between the Illinois State Police and the appropriate bargaining representatives, as amended from time to time.
- B. The TOLLWAY will be responsible for the cost of any compensation owing under the Illinois Workers' Compensation Act for death and injury suffered by District

15 personnel arising out of and in the course of their employment duties relating to the TOLLWAY's toll highway system or in the performance of duty on behalf of or at the request of the TOLLWAY. The DEPARTMENT agrees to assign all of its lien rights available under paragraph 5(b) of the Workers' Compensation Act to the TOLLWAY. Furthermore, in the event a District 15 employee recovers monies from or on behalf of a third party, the TOLLWAY, or an insurer of the TOLLWAY, as a result of the underlying compensable worker's compensation injury, it is agreed and understood that the TOLLWAY will have a lien upon such recovery, equivalent to that provided by paragraph 5(b) of the Workers' Compensation Act, and the District 15 employee will reimburse the TOLLWAY for the worker's compensation benefits provided by the TOLLWAY. The PARTIES agree that the particulars of the administration of the Workers' Compensation Act for District 15 personnel can be negotiated between the PARTIES. Any change in its administration must comply with the procedural requirements of any applicable statutes, regulations and collective bargaining agreements.

- C. The TOLLWAY will provide headquarters for District 15 at its Central Administration Building located at 2700 Ogden Avenue, Downers Grove, Illinois 60515, consisting of such offices as the Executive Director of the TOLLWAY, upon consultation with the Director of the DEPARTMENT, shall consider appropriate.

The headquarters shall be supplied with all reasonable, standard and customary items necessary for the operation of District 15 in accordance with guidelines established by the TOLLWAY's Executive Director and the Director of the DEPARTMENT, including but not limited to: utilities, office furniture, computers, telephones, fax machines, office stationary and supplies, a separate telecommunications network, photocopiers and postage. Secretarial and clerical personnel shall be provided as determined by the TOLLWAY's Executive Director and the Director of the DEPARTMENT to be necessary to support the operations of District 15.

The TOLLWAY shall disclose information (including, but not limited to, electronic mail) stored, whether permanently or temporarily, on computers, telephones, fax machines, or on any separate telecommunications network and any telecommunications equipment (as described in below paragraph E) utilized exclusively by DEPARTMENT personnel assigned to District 15. The TOLLWAY also shall disclose information stored, whether permanently or temporarily, on computers, telephones, fax machines, or on any separate telecommunications network and any telecommunications equipment (as described in below paragraph E) utilized by both DEPARTMENT personnel assigned to District 15 and TOLLWAY employees or TOLLWAY agents.

- D. Provide necessary police vehicles for District 15 patrolling and policing duties. The TOLLWAY shall maintain and repair said vehicles and provide fuel for said vehicles. The number, type and kind of vehicles, the types of equipment and accessories to be outfitted to each vehicle and the specifications for vehicles shall be determined by the Director of the DEPARTMENT with the concurrence of the TOLLWAY's Executive Director.
- E. Provide necessary telecommunications equipment at District 15 headquarters and in each vehicle, the sufficiency of which shall be determined by the TOLLWAY's Executive Director with the concurrence of the District 15 Commander. Each vehicle will have bi-directional contact with one another through a dedicated radio network, and with local police departments and the DEPARTMENT through the ISPERN (Illinois State Police Emergency Radio Network) System.
- F. Reimburse the DEPARTMENT for any additional non-standard issue equipment that the TOLLWAY determines is appropriate for the operation of District 15.

IV. BILLING AND PAYMENT

The DEPARTMENT shall:

- A. Submit monthly invoices for actual DEPARTMENT expenditures to be reimbursed by the TOLLWAY under the terms of this Agreement. Such invoices shall be accompanied by a copy of the processed vouchers for the determination by the TOLLWAY of the reasonableness of any reimbursable expenditure submitted by the DEPARTMENT.
- B. Supply upon request of the TOLLWAY any additional books, records, invoices, bills or files related to the cost or efficiency of performing police services pursuant to this Agreement.

The TOLLWAY shall:

Promptly pay the amount properly due on each such invoice within 30 days of receipt.

V. REPORTS

The Director of the DEPARTMENT or his designee shall furnish to the General Counsel of the TOLLWAY or her designee:

- A. A copy of each crash report or agreed upon electronic record for each traffic crash occurring on the toll highway system.
- B. A copy of written reports of investigations arising from incidents concerning the TOLLWAY, unless prohibited by law, court order, Illinois State Police policy, decision of the prosecuting authority or where, in the discretion of the DEPARTMENT, such a release would violate a confidence or endanger the pursuit of a current or future investigation. No record or information disclosed under this provision may be disseminated to a non-party to this Agreement, except to the Attorney General, as required by law or with the express written consent of the DEPARTMENT.
- C. Such statistical abstracts and data as shall be requested by the TOLLWAY regarding the activities, duties and performance of District 15 to the extent reasonably available and producible by the DEPARTMENT.

VI. INVESTIGATIVE INFORMATION

The Director of the DEPARTMENT or his designee and the General Counsel of the TOLLWAY or her designee shall furnish to each other confidential investigative information generated by the DEPARTMENT or the TOLLWAY pursuant to an administrative and/or criminal investigation, by either party, in which the subject of the investigation is an Illinois State Police employee assigned or formerly assigned to District 15 or a TOLLWAY employee or agent. Such confidential investigatory information will be disseminated only as required for purposes of the investigation, by the recipient's official job duties, or as otherwise required by law. No such confidential investigatory information collected, maintained, used or disclosed in the course of the performance of this Agreement shall be disseminated to a non-party to this Agreement, except as required by law or with the written consent of the DEPARTMENT.

VII. INSPECTOR GENERAL

Each party to this Agreement hereby acknowledges 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 has the authority to audit and conduct investigations into certain matters regarding TOLLWAY operations. The DEPARTMENT, to the greatest extent possible and under all relevant circumstances, shall cooperate in any such investigation, which may include providing access to information and documentation related to the services performed and making available all personnel involved or connected with the services or having knowledge of the services. Personnel of the DEPARTMENT who are interviewed by the Tollway Inspector General in the course of an investigation, retain all applicable rights, privileges, or remedies under any federal or State law, rule, or regulation or under any collective bargaining agreement.

VIII. MISCELLANEOUS

- A. It is agreed and understood that the DEPARTMENT shall have direct control and supervision of the duties of District 15 and the manner in which it will perform its duties. District 15 police officers are not TOLLWAY employees.
- B. Any and all civil claims for injuries to persons and damage to property, including alleged violations of civil rights and/or constitutional rights, involving the actions of State Police assigned to District 15 and arising out of or occurring in the performance of their duties or allegedly arising out of or occurring in the performance of their duties as set forth herein shall be submitted to the Attorney General for purposes of representation and indemnification consistent with statutory provisions relating to such matters. Nothing herein, however, prohibits the TOLLWAY from insuring against such claims, or otherwise defending such claims when such action is consistent with the interests of the DEPARTMENT and is mutually agreed upon by the DEPARTMENT and the TOLLWAY.
- C. The TOLLWAY and the DEPARTMENT acknowledge that the DEPARTMENT is bound by and subject to the terms and conditions of certain collective bargaining and command officer privilege agreements that may impact the terms and conditions of this Agreement. The TOLLWAY and the DEPARTMENT further acknowledge that the TOLLWAY is bound by and subject to the terms and conditions of certain collective bargaining agreements that may impact the terms and conditions of this Agreement. The PARTIES agree to act in good faith to amend the terms of this Agreement when necessary so as to bring it into conformity with the obligations imposed upon the DEPARTMENT and/or the TOLLWAY by said agreements.
- D. Any disputes concerning the terms and conditions of this Agreement shall be resolved by the Director of the DEPARTMENT of the State Police and the Chief Executive Officer or the Executive Director of the TOLLWAY.
- E. This Agreement may be amended only upon mutual written agreement of the TOLLWAY and the DEPARTMENT.

- F. This Agreement may be terminated by either party upon a one-year prior written notice to the other party. To be effective, the written notice must be signed by the Director of the DEPARTMENT or the Chief Executive Officer of the TOLLWAY.
- G. This Agreement is the complete understanding of the PARTIES as to the duties and obligations of the DEPARTMENT and the TOLLWAY concerning the patrolling and policing of The Illinois State Toll Highway Authority's toll highway system.
- H. The DEPARTMENT and the TOLLWAY agree that all claims, suits and causes of actions for injuries to persons and damage to property arising out of action or inaction of District 15 State Police personnel in the performance of duty or allegedly in the performance of duty, are intended to be within the indemnification and representation provisions of 5 ILCS 350/1, *et seq.*, and 20 ILCS 405/64.1, *et seq.*, and not the responsibility of the TOLLWAY. To the extent permissible by law, the DEPARTMENT will make every effort to ensure that the TOLLWAY, its directors, officers and employees are not subject to such claims, suits and causes of action.
- I. The PARTIES shall maintain books and records relating to the performance of this Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES as required by the State of Illinois' record retention requirements. Books and records required to be maintained under this provision shall be available for review or audit by representatives of: the PARTIES, the Auditor General, the Executive Inspector General, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement, and this Agreement shall be effective from the day and year first above written.

**THE ILLINOIS STATE TOLL HIGHWAY
AUTHORITY**

**THE DEPARTMENT OF STATE
POLICE OF THE STATE OF ILLINOIS**

Willard S. Evans, Jr.,
Chairman and Chief Executive Officer

_____, Director

APPROVED:

APPROVED:

Cathy Williams, Chief Financial Officer

_____, Chief Financial Officer

Kathleen R. Pasulka-Brown, General Counsel

Yvette Loizon, Chief Legal Counsel

Approved as to Form and Constitutionality

Assistant Attorney General

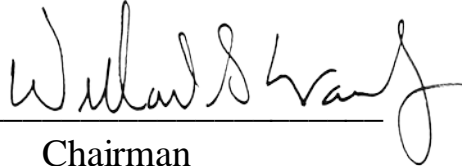
RESOLUTION NO. 22099

Background

For purposes of constructing I-490, The Illinois State Toll Highway Authority (“Tollway”) acquired and now owns real property in the Village of Bensenville (“Village”) that formerly was owned and occupied by Aaron Equipment Company (“Parcel”). The Tollway acquired the Parcel at fair market value. Approximately 24.983 acres, (1,088,253 square feet) of the Parcel is not required for Tollway construction, future operations or maintenance purposes and has been declared excess to the Tollway needs (“Excess Parcel”). In a December 18, 2018 Letter of Understanding between the Tollway and the Village, the parties agreed that the Tollway would provide the Village a right of first refusal to acquire, at fair market value, any portion of the Parcel declared excess. The Tollway notified the Village of the foregoing declaration, and the Village opted to purchase the portion of the Excess Parcel for \$17.18 per square foot (the same price the Tollway paid for the property), for a total of approximately \$18,696,186.54. It is in the best interests of the Tollway to sell the Excess Parcel to the Village and to enter into an Intergovernmental Agreement with the Village to memorialize the transaction.

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 Bensenville in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: 
Chairman

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

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O’Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O’Hare International Airport (“O’Hare Airport”) and construct I-490 connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O’Hare Airport (sometimes referred to as Elgin O’Hare Western Access “EOWA”), and included in multiple ILLINOIS TOLLWAY construction contracts (“PROJECT”). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (sometimes referred to as “Toll Highway”);

WHEREAS, the ILLINOIS TOLLWAY acquired and owns real property associated with Parcel WA-1D-12-022/PIN 03-24-201-013 and 03-24-201-014, formerly occupied by the Aaron Equipment Company (hereinafter referred to as “ORIGINAL PARCEL”), for purposes of construction of the PROJECT improvements along Green Street within the VILLAGE jurisdictional limits;

WHEREAS, the VILLAGE and ILLINOIS TOLLWAY are PARTY to a separate Letter of Understanding (“LOU”) executed December 18, 2018 that describes the ILLINOIS TOLLWAY’s intent to provide the VILLAGE the right of first refusal to acquire the portion of the ORIGINAL PARCEL determined to be excess;

WHEREAS, the ILLINOIS TOLLWAY has determined that a portion of the ORIGINAL PARCEL is unnecessary for construction of the PROJECT;

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY convey the portion of the ORIGINAL PARCEL that is unnecessary for (i) construction of the PROJECT, or (ii) Toll Highway maintenance, operations or future construction improvements, which portion is comprised of 24.983 acres (1,088,253 square feet) and is depicted on the location map (“EXHIBIT A”) and Parcel Plat (“EXHIBIT B”) attached hereto (“PARCEL”), to the VILLAGE for redevelopment purposes;

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY transfer the PARCEL to the VILLAGE;

WHEREAS, an appraisal of the ORIGINAL PARCEL was prepared by a licensed appraiser and the parties subsequently agreed that the value of the ORIGINAL PARCEL was \$17.18 per square foot or a total of \$19,000,000, which is the price at which the ILLINOIS TOLLWAY purchased the ORIGINAL PARCEL;

WHEREAS, the ILLINOIS TOLLWAY agrees that the 24.983 acre (1,088,253 square foot) PARCEL is not required for construction of the PROJECT or for Toll Highway maintenance, operations or future construction improvements and therefore considers the PARCEL excess to the needs of the ILLINOIS TOLLWAY;

WHEREAS, the PARTIES agree that the value of the PARCEL totals \$18,696,186.54;

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as #002020-07, desire to determine and establish their respective responsibilities toward the right of way transfer proposed herein;

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

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

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

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

I. TRANSFER OF OBLIGATIONS

- A. The VILLAGE agrees to accept conveyance from the ILLINOIS TOLLWAY of the PARCEL, which is identified above and depicted on the location map (“EXHIBIT A”) and Parcel Plat (“EXHIBIT B”).
- B. The PARCEL has the following parcel number: WA-1D-12-022.EX. *See* EXHIBIT B.
- C. The PARTIES agree to cooperate in preparing any documents that may be necessary and convenient to complete the conveyance of the PARCEL.

II. CONSIDERATION

- A. The PARTIES agree that the conveyance is made based upon the agreed value of the ORIGINAL PARCEL, specifically, \$17.18 per square foot, which will be paid by the VILLAGE to the ILLINOIS TOLLWAY in total \$18,696,186.54; and the VILLAGE agrees to assume and accept the responsibilities and duties associated with the ownership of the PARCEL including, but not limited to maintenance.
- B. Should the VILLAGE convey any portion of the PARCEL to a private party, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds in excess of the \$17.18 per square foot (psf.) the ILLINOIS TOLLWAY paid to acquire the property. For example, if the VILLAGE sells the PARCEL to Prologis, L.P. at a rate of \$17.31 psf, the VILLAGE shall pay the ILLINOIS TOLLWAY \$0.13 psf or \$141,472.89.

III. CONVEYANCE OF PARCELS

- A. The VILLAGE agrees to accept conveyance of the PARCEL from the ILLINOIS TOLLWAY via a Special Warranty Deed.
- B. The ILLINOIS TOLLWAY shall convey the PARCEL to the VILLAGE, provided, however, that:
 - 1. In the event any portion of the PARCEL is conveyed, sold or vacated, the VILLAGE will provide the ILLINOIS TOLLWAY with advance written notice.
 - 2. The Special Warranty deed from the ILLINOIS TOLLWAY to the VILLAGE shall contain the following covenant: "Pursuant to Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015, the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of The Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of The Illinois State Toll Highway Authority system."
 - 3. With the sole exception of the covenant required by Section III.B.2. of this AGREEMENT, the ILLINOIS TOLLWAY shall not, and does not intend to, retain any right, title or easement in the PARCEL or the real property owned by the VILLAGE surrounding the PARCEL after its conveyance of the PARCEL to the VILLAGE.

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Bensenville 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 and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Village Manager of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- D. In the event there is a conflict between the terms contained in this AGREEMENT and the attached Exhibit(s), the terms included in this AGREEMENT shall control.
- E. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- G. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- H. The failure by the ILLINOIS TOLLWAY or 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.
- I. It is agreed that the laws of the State of Illinois, except conflict of law principles, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- J. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the VILLAGE: The Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106
Attn: Village Manager

- K. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control, available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- L. 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 time relating to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- M. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE VILLAGE OF BENSENVILLE

By: _____
Frank DeSimone
Village President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Assistant Attorney General

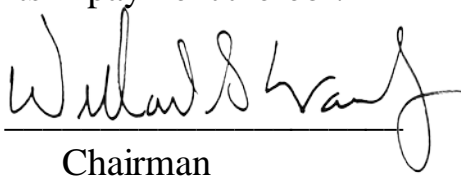
RESOLUTION NO. 22100

Background

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95th Street to Balmoral Avenue (“Project”), including the I-294/I-290 interchange. As part of the I-294/I-290 interchange reconstruction, the Illinois Department of Transportation (“Department”) requested that the Tollway replace and widen the deck of the St. Charles Road Bridge over I-290, including approach pavement replacement, substructure repairs, addition of shear stud connectors and cleaning and painting of structural steel. The Department also requested that the Tollway replace the high mast tower lighting on the west side of the I-294/I-290 interchange with conventional highway lighting. The estimated cost of the work requested by the Department is \$3,560,000. The Tollway agrees to include the requested work in its Project, subject to reimbursement by the Department, and the Department agrees to reimburse the Tollway for the actual cost of the work. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement (“Agreement”) with the Department to memorialize their agreements relative to Project and the additional work.

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 Illinois Department of Transportation 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 ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION (“DEPARTMENT” or “IDOT”), 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 Central Tri-State Tollway (“I-294”) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0) (sometimes referred to as “Toll Highway”) in accordance with ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # I-17-4300, and Construction Contract # I-19-4476 (“PROJECT”); the DEPARTMENT refers to the PROJECT as Job No. M-91-003-21, DEPARTMENT Section No. 2020-207-BY;

WHEREAS, in a March 13, 2018 Letter of Intent (“LOI”), attached hereto as “EXHIBIT A,” the ILLINOIS TOLLWAY agreed to the DEPARTMENT’s request that the ILLINOIS TOLLWAY include in its PROJECT repairs to the following bridge structure (“DEPARTMENT PROJECT”), subject to reimbursement by the DEPARTMENT to the ILLINOIS TOLLWAY and DEPARTMENT maintenance responsibility:

St. Charles Road over I-290 (SN 016-1136):

The proposed scope of work of the DEPARTMENT PROJECT includes bridge deck replacement and widening, cleaning and painting structural steel, addition of shear stud connectors, approach pavement replacement and substructure repairs.

WHEREAS, as part of its PROJECT, the ILLINOIS TOLLWAY will be improving I-294 at the I-290 interchange, including replacing existing high-mast tower lighting on the east side of the interchange with conventional highway lighting, including LED luminaires, based on DEPARTMENT standards;

WHEREAS, to remain consistent with the replacement of high mast tower lighting impacted on the east side of I-294 at the I-290 interchange, in a December 20, 2019 Letter of Intent (“LOI”), attached hereto as “EXHIBIT B,” the ILLINOIS TOLLWAY agreed to the DEPARTMENT’s request that the ILLINOIS TOLLWAY include in the DEPARTMENT PROJECT replacement of existing high-mast tower

lighting on the west side of I-294 at the I-290 interchange with conventional highway lighting, including LED luminaires, based on DEPARTMENT standards, subject to reimbursement by the DEPARTMENT to the ILLINOIS TOLLWAY;

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT, by this AGREEMENT, desire to establish and memorialize their respective responsibilities regarding engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed;

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

WHEREAS, the DEPARTMENT, by virtue of its powers as set forth in 605 ILCS 5/101, *et seq.*, is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT and the DEPARTMENT PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated. During the designing and preparing of plans and specifications, the ILLINOIS TOLLWAY shall submit plans and specifications to the DEPARTMENT for its review and comments.
- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the ILLINOIS TOLLWAY's proposed plans and specifications. Notwithstanding, any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY, after considering the DEPARTMENT's objections, shall proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX (General Provisions) of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT and the DEPARTMENT PROJECT shall be promptly delivered to the DEPARTMENT by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required for the PROJECT are secured by the PARTIES in accordance with general project schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and to comply with all applicable Federal, State and local regulations and requirements pertaining to proposed PROJECT work.
- F. The DEPARTMENT will grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits requested by the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access or temporary use shall not be unreasonably delayed by the DEPARTMENT.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued on March 30, 2018, as amended, and shall require all work performed within the DEPARTMENT's right of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The acquisition or transfer of right-of-way ("ROW") is not required for the construction the PROJECT or the DEPARTMENT PROJECT. Therefore, it is understood by the PARTIES that there will be no exchange of any interest in the DEPARTMENT's ROW or the ILLINOIS TOLLWAY's ROW.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's ROW needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the

DEPARTMENT, shall upon the ILLINOIS TOLLWAY's application on the DEPARTMENT's "OPER-1045" form, and provision of a plan set, issue the ILLINOIS TOLLWAY a permit, without charge, allowing the ILLINOIS TOLLWAY all temporary use rights it may need. In addition, the DEPARTMENT will waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT 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 to DEPARTMENT facilities improved as part of the PROJECT.
- C. The DEPARTMENT agrees to make arrangements for, and issue all permits for, the PROJECT and the DEPARTMENT PROJECT, and to cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way at no expense to the ILLINOIS TOLLWAY.
- D. At all locations where utilities that are located on DEPARTMENT rights of way must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.
- E. In the event that the work proposed by the DEPARTMENT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- F. At all locations where ILLINOIS TOLLWAY infrastructure (remote traffic microwave sensors, message signs, weather stations, roadway lighting controllers, electrical services and data connections) that is currently in place within the PROJECT limits must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT agrees to reimburse the ILLINOIS TOLLWAY for any and

all out of pocket costs the ILLINOIS TOLLWAY may incur to adjust said infrastructure.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT) before award, award the contract(s), provide construction engineering inspections, and cause the PROJECT and the DEPARTMENT PROJECT to be constructed in accordance with the plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing within fifteen (15) calendar days after receiving the proposed deviation. If proposed deviations to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within the fifteen (15) calendar-day review period or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the DEPARTMENT. Notwithstanding any disapproval by DEPARTMENT, the ILLINOIS TOLLWAY may, after considering the DEPARTMENT's objections, proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the DEPARTMENT prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the DEPARTMENT's rights-of-way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction issued on March 30, 2018 or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of contract(s) let in support of this AGREEMENT. The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry

out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the DEPARTMENT deems appropriate.

- F. The ILLINOIS TOLLWAY shall require that the DEPARTMENT and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the DEPARTMENT be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- G. The DEPARTMENT 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 DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and the DEPARTMENT will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to who has been assigned to perform said inspections.
- H. Notices to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT upon completion of 70% and 100% of the PROJECT to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of the PROJECT or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the DEPARTMENT. At the request of the DEPARTMENT, the ILLINOIS TOLLWAY's representative shall participate in such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's 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 corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- J. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B., due to circumstances either known or unknown at the time of bidding or arising after entering into contract(s), in accordance with the Canceled Items

Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT and DEPARTMENT PROJECT related engineering, right-of-way, construction engineering and construction costs, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. The PARTIES agree that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. The PARTIES agree that the estimated cost to the DEPARTMENT for repair work performed on St. Charles Road over I-290 (SN 016-1136) is \$3,100,000 and that the estimated cost to the DEPARTMENT for lighting work performed on the west side of the I-294 at I-290 interchange is \$460,000, for a total estimated cost to be reimbursed to the ILLINOIS TOLLWAY of \$3,560,000. The estimated total costs include construction, design engineering and construction engineering.
- D. The PARTIES agree that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for all actual costs associated with the DEPARTMENT PROJECT (described in the Recitals to this AGREEMENT).
- E. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein, and the DEPARTMENT shall make arrangements to fund its obligations in Fiscal Year 2021, which ends June 30, 2021. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is now, and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.
- F. The DEPARTMENT agrees that upon award of the contract for the improvement described herein and receipt of an invoice from the ILLINOIS TOLLWAY, the DEPARTMENT will pay the ILLINOIS TOLLWAY an amount equal to 80% of its obligation under this AGREEMENT, based upon actual bid prices, and will pay the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

- G. The DEPARTMENT may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, supplemental work that increases the total costs of the DEPARTMENT PROJECT or more costly substitute work to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT.

VI. MAINTENANCE - DEFINITIONS

- A. The "General Maintenance Agreement between the Department of Public Works and Buildings of the State of Illinois and the Illinois State Toll Highway Commission" dated December 21, 1960 shall remain in full force and effect upon completion of the improvements provided herein.
- B. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- C. The term "local roadway" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- D. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.
 - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- E. 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.
- F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- G. 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.
- H. 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.
- I. 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.

J. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway unless otherwise specified.

K. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local roadway.

Type 2. An intersection where a grade separation structure has been constructed to carry the local roadway over the Toll Highway.

Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local roadway and the Toll Highway.

VII. MAINTENANCE - RESPONSIBILITIES

A. Upon completion of the construction of the PROJECT and acceptance of the improvements performed by the ILLINOIS TOLLWAY on behalf of the DEPARTMENT, the DEPARTMENT agrees to assume full maintenance responsibility of St. Charles Road over I-290 (DEPARTMENT Structure Number 016-1136), including all facilities, sidewalks, bike paths, and any all fences, walls, or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting roads, etc., and any work the ILLINOIS TOLLWAY is including in the PROJECT at the DEPARTMENT's request, in its entirety.

B. Upon completion of the construction of the PROJECT and acceptance of the improvements performed by the ILLINOIS TOLLWAY on behalf of the DEPARTMENT, the DEPARTMENT agrees to assume full maintenance responsibility of the conventional highway lighting installed as part of the PROJECT at the I-290 and St. Charles Road interchange including energy costs in its entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved by the construction contractor(s) pursuant to the approved plans and specifications.

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT.
- C. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the PARTY.
- D. Nothing herein is intended to prevent or preclude the DEPARTMENT or the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any interchange for the efficient removal of snow, ice and debris or for incident management.
- E. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and comment on all signalization and timing issues that arise within one half (1/2) mile from the centerline of I-294 on DEPARTMENT owned and maintained roadways. The ILLINOIS TOLLWAY's comments will primarily focus on safety consideration for priority traffic movement off the Toll Highway to prevent backups which may extend onto the mainline pavement.
- F. The PARTIES agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each PARTY shall be responsible for incident management within its jurisdictional limits and shall provide reciprocal timely incident response, management and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. The PARTIES understand and agree, that the DEPARTMENT shall retain jurisdiction of St. Charles Road over I-290. For the purposes of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.
- B. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the PARTIES' agreements relative to the

subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- C. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Deputy Director/Region One Engineer of the DEPARTMENT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT, 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 one and the same instrument.
- G. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- H. Under penalties of perjury, the DEPARTMENT certifies that its Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- I. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- J. This AGREEMENT and the covenants herein shall become null and void in the event a contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

- L. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT 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 any subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, or mailed via certified mail, overnight mail delivery, or electronic mail delivery, to the following persons at the following addresses:
- To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
- To the DEPARTMENT: The Illinois Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Deputy Director/Region One Engineer
- O. The DEPARTMENT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DEPARTMENT under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The DEPARTMENT further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control, available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- P. The DEPARTMENT 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 DEPARTMENT 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.

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

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DRAFT

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Omer Osman
Acting Secretary

By: _____ Date: _____
Joanne Woodworth
Acting Chief Fiscal Officer

By: _____ Date: _____
Phillip C. Kaufmann
Chief Counsel

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

By: _____ Date: _____
Cathy R. Williams
Chief Financial Officer

By: _____ Date: _____
Kathleen R. Pasulka-Brown
General Counsel

Approved as to Form and Constitutionality

Tom Fogue, Assistant Attorney General

RESOLUTION NO. 22101
AMENDING RESOLUTION NO. 22052

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22027 as preceded by Resolutions 22003, 21948, 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942, 20771, 22027 and 22052 identified specific parcels that were required for Illinois State Toll Highway purposes. Resolution 22052 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 22052, 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. 22101
AMENDING RESOLUTION NO. 22052

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

09/17/20

6.3/4

RESOLUTION NO. 22101
AMENDING RESOLUTION NO. 22052

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

| Parcel | PREVIOUSLY IDENTIFIED PARCELS 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

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

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

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

EXHIBIT "A"
Project RR-11-4010
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| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-7-16-045 | 12-30-301-034 | Cook |
| TW-5-16-011 | 18-19-102-014 | Cook |
| TW-5-16-012 | 18-19-102-013 | Cook |
| TW-5-16-013 | 18-19-102-012 | Cook |
| TW-5-16-014 | 18-19-102-011 | Cook |
| TW-5-16-015 | 18-19-102-016 | Cook |
| TW-3A-16-072 | 08-35-109-012 | Cook |
| TW-3A-16-081 | 23-01-106-012 | Cook |
| TW-5-16-137 | 18-18-304-018 | Cook |
| TW-5-16-139 | 18-19-102-015 | Cook |
| TW-5-16-140 | 18-18-304-017 | Cook |
| TW-6B-16-002 | 15-07-104-015 | Cook |
| TW-6B-16-004 | 15-07-104-004 | Cook |
| TW-6B-16-008 | 15-06-303-024 | Cook |
| TW-7-16-043 | 12-20-300-054, 12-20-300-055 | Cook |
| TW-7-16-056 | 12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032 | Cook |
| TW-7-16-069 | 12-16-205-021 | Cook |
| TW-3A-16-066 | 18-35-407-055 | Cook |
| TW-3B-16-027 | 18-29-100-003, 18-29-100-027 | Cook |
| TW-3B-16-029 | THAT PART OF 71st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837 | Cook |
| TW-3B-16-028 | 18-29-100-026 | Cook |
| TW-5-16-095 | 18-06-126-010 | Cook |
| TW-5-16-098 | 18-06-126-009 | Cook |
| TW-5-16-101 | 18-06-126-006 | Cook |
| TW-5-16-103 | 18-06-126-005 | Cook |

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
PIN NUMBER/OR DESCRIPTION

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

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
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| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| 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 |
| 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 |

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

| Parcel | ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|--------------------|---|---------------|
| TW-5-16-042 | 18-07-301-019 | Cook |
| TW-5-16-077 | LOTS 49 TO 52, BOTH INCLUSIVE, IN H.W. DIETRICH'S RE-SUBDIVISION OF LOTS 1, 2, AND 3, THE SOUTH HALF AND THE WEST 186.86 FEET OF THE NORTH HALF OF LOT 4 AND LOTS 7 TO 18 INCLUSIVE (EXCEPT THE EAST 68 FEET OF LOTS 7 AND 8 IN BLOCK 14, ALL OF BLOCK 15 AND LOTS 1 TO 13 IN BLOCK 16 IN EAST HINSDALE, A SUBDIVISION OF THE EAST HALF AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD; ALL IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. | Cook |
| TW-5-16-080 | 18-06-312-008, 18-06-312-009 | Cook |
| TW-5-16-123 | 06-36-200-036 | DuPage |
| TW-5-16-124 | 06-36-200-025 | DuPage |
| TW-5-16-125 | 06-25-409-016 | DuPage |