RESOLUTION NO. 21837

Background

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to appoint a Vice-Chair to the Board to perform duties of the Chairman when the Chair is unable or unavailable to perform such duties.

Pursuant to Article III, Section 1(c) of the Tollway's By-Laws, the Chairman shall nominate a Vice-Chair who, with majority consent of the Board, shall preside at a meeting or over a particular item if the Chairman is unavailable. The Vice-Chair shall preside as Vice-Chair for the limited duration of the Chairman's unavailability.

Resolution

Effective July 18, 2019, Director Jim Connolly is appointed Vice-Chair of the Board of Directors of The Illinois State Toll Highway Authority.

Approved by: _____
Chairman

RESOLUTION NO. 21838

Background

In 2014, the Office of the Illinois State Treasurer ("Treasurer") issued a Request for Proposals ("RFP") to procure banking and armored car services for the Illinois Tollway as the custodian for The Illinois State Toll Highway Authority ("Tollway"). Upon evaluation by the selection committee, and recommendation by the Treasurer, Bank of America was determined to be best qualified to perform banking services as well as to provide armored car services for a four-year period from September 1, 2015 through August 31, 2019 ("Term") for an upper limit of compensation not to exceed $1,400,000.00 pursuant to Resolution No. 20663 dated April 23, 2015. The RFP provides for additional renewal options of up to six years.

Upon expiration of the Term, the Treasurer may elect to extend the contract with Bank of America ("Contract") for a period of time and on terms, agreed to by the parties, that are consistent with the Treasurer's procurement regulations.

Resolution

It is necessary and in the best interest of the Tollway to renew the Contract for customary banking services and armored car services with Bank of America for a one-year period, commencing September 1, 2019, through August 31, 2020, for an amount not to exceed $350,000.00, increasing the upper limit of the Contract from $1,400,000.00 to $1,750,000.00. This Resolution is subject to successful negotiation, by the Office of the Illinois Treasurer, of a contract consistent with the foregoing terms.

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the aforementioned renewal 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.

Approved by: _____
Chairman

RESOLUTION NO. 21839

Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased Out-of-State Registration Retrieval Services (Contract No. 18-0092). The Tollway is authorized to procure these goods and/or services pursuant to Section 30 ILCS 500/20-30 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. No interested parties contested a contract award to Law Enforcement Systems, LLC and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

A contract extension for a term commencing July 1, 2019 and ending September 30, 2019 and the associated increase to the upper limit of compensation of Contract No. 18-0092 for the purchase of additional Out-of-State Registration Retrieval Services from Law Enforcement Systems, LLC, is approved in an amount not to exceed $300,000.00 (increase from $1,300,000.00 to $1,600,000.00). As may be necessary, the Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21840

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Mainframe Maintenance and Support as a Sole Source Contract (No. 19-0064) with Unisys Corporation for an upper limit of compensation not to exceed $686,322.52. The Tollway is authorized to procure these goods and services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. The Tollway is currently working with the State's Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

Resolution

The sole source quote from Unisys Corporation for the purchase of Mainframe Maintenance and Support is accepted. Contract No. 19-0064 is approved in an amount not to exceed $686,322.52 and subject to successful completion of all legal and regulatory requirements to appropriately enter into a Sole Source Contract for the procurement. As may be necessary, the Chairman/ Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21841

Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased Copier and Production Equipment Maintenance and Support (Contract No. 12-0192R) from Xerox Corporation. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed $68,428.98 for the purchase of additional Copier and Production Equipment Maintenance and Support.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0192R for the purchase of additional Copier and Production Equipment Maintenance and Support from Xerox Corporation is approved in an amount not to exceed $68,428.98 (increase from $980,191.96 to $1,048,620.94). As may be necessary, the Chairman/Chief Executive Officer of the Tollway or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21842

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-18-4428 for Bridge Reconstruction on the Tri-State Tollway (I-294) at Mile Post 26.6 (Burlington Northern Santa Fe Railway). The lowest responsive and responsible bidder on Contract No. I-18-4428 is Walsh Construction Company II, LLC in the amount of $77,307,869.87.

Resolution

Contract No. I-18-4428 is awarded to Walsh Construction Company II, LLC in the amount of $77,307,869.87, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____
Chairman

RESOLUTION NO. 21843

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services on the I-294 / I-57, Tri-State Tollway Mile Post 7.6 (I-57) on Contract I-18-4420.

Wight & Company has submitted a proposal to provide the services for an upper limit of compensation not to exceed $13,765,424.98. The proposal is for construction related professional services, and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Wight & Company to obtain Construction Management Services for Contract No. I-18-4420 with an upper limit of compensation not to exceed $13,765,424.98, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21844

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services on the Reagan Memorial Tollway (I-88) at Windsor Road on Contract I-18-4352.

Patrick Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed $830,073.41. The proposal is for construction related professional services, and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Patrick Engineering, Inc. to obtain Construction Management Services for Contract No. I-18-4352 with an upper limit of compensation not to exceed $830,073.41, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21845

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21492 approved February 22, 2018, entered into an Agreement with Chastain & Associates LLC on Contract RR-17-4295 for Construction Management Services on the Veterans Memorial Tollway (I-355) from Mile Post 12.3 (I-55) to Mile Post 29.8 (Army Trail Road).

Per Tollway request, Chastain & Associates LLC has submitted a proposal to provide Supplemental Construction Management for Contract RR-17-4295, increasing the contract upper limit by $1,230,050.00, from $10,800,000.00 to $12,030,050.00. It is necessary and in the best interest of the Tollway to accept the proposal from Chastain & Associates LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Chastain & Associates LLC consistent with the aforementioned proposal to increase the contract upper limit by $1,230,050.00, subject to review and approval of the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

RESOLUTION NO. 21846
AMENDING RESOLUTION NO. 21606

Background

Resolution 19584, as amended by Resolution 21606, authorized a budget of $20,000,000.00 for The Illinois State Toll Highway Authority ("Tollway") to acquire land necessary for Systemwide Projects, Project No. RR-18-4408 ("Project No. RR-18-4408"). The Tollway was authorized to acquire fee title, permanent easements, temporary easements and access control relative to the Project. The Tollway also was authorized to pay for any and all land acquisition fees, costs and services, as well as appraisals, negotiations, legal, title work, closings, relocations and filing suit for condemnation associated with the Project. The Tollway's Land Acquisition Unit continues to move forward with its acquisition of real estate interests for Project No. RR-18-4408. This Resolution, amending Resolution 21069, will increase said allocated funds by $40,000,000.00, to an aggregate of $60,000,000.00, to pay for certain 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 all needed real estate and interests in real estate for Project No. RR-18-4408.

Resolution

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-18-4408 and to spend sums up to an amount not to exceed $60,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire all needed real estate and interests in real estate for Project No. RR-18-4408.

RESOLUTION NO. 21846
AMENDING RESOLUTION NO. 21606

Resolution – Continued

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate for the Project, therefore, acquisition is authorized.

The Executive Director, the Chief Operating Officer and/or the Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, 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-18-4408, 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 all needed real estate and interests in real estate, not to exceed the aggregate sum of $60,000,000.00, for Project No. RR-18-4408.

Approved by: _____
Chairman

RESOLUTION NO. 21847

Background

The Illinois State Toll Highway Authority ("Tollway") is constructing an I-490 interchange along the Elgin O'Hare Western Access ("EOWA") Corridor to access Wolf Road, utilizing Franklin Avenue in the Village of Franklin Park ("Village"). The Village is reconstructing and improving Franklin Avenue beyond the I-490 interchange construction limits, which work is necessary to accommodate increased and changing traffic patterns that will result from the EOWA Corridor. The Village has requested that the Tollway share the cost of the Franklin Avenue reconstruction project. The Tollway agreed to contribute an estimated amount of $2,059,375.00 to the Village's Franklin Avenue project. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Village.

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

Approved by: _____
Chairman

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF FRANKLIN PARK
AND
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, by and between THE VILLAGE OF FRANKLIN PARK, a municipal corporation of the State of Illinois, and hereinafter called the "VILLAGE", and THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve Franklin Avenue from Runge Street to east of Mannheim Road, Williams Drive from Franklin Avenue to Belmont Avenue, and Belmont Avenue from west of Williams Drive to Mannheim Road (hereinafter referred to as the "FRANKLIN AVENUE IMPROVEMENT PROJECT") being implemented as one VILLAGE construction contract; and

WHEREAS, the VILLAGE has secured grants and commitments from various sources for funding the design and construction of the FRANKLIN AVENUE IMPROVEMENT PROJECT and has committed approximately $2,000,000 to its implementation; and

WHEREAS, the ILLINOIS TOLLWAY's involvement with the FRANKLIN AVENUE IMPROVEMENT PROJECT is limited to the scope of work at the following two locations: 1) the Franklin Avenue improvements from Runge Street to Wolf Road (hereinafter referred to as "RUNGE TO WOLF PROJECT"); and 2) Franklin Avenue improvements including a shared use path under the Tri-State Tollway (I-294) northbound and southbound bridges over Franklin Avenue and the Canadian Pacific Railway Bensenville Yard (hereinafter referred to as "FRANKLIN AVENUE AT I-294 PROJECT") and depicted on EXHIBIT 1; and

WHEREAS, the VILLAGE is seeking the ILLINOIS TOLLWAY's cost participation in the design and construction of the RUNGE TO WOLF PROJECT. The scope of work includes the reconstruction and widening of Franklin Avenue from Runge Street to Wolf Road, roadway drainage improvements, street lighting installation, the installation of new traffic signals at Wolf Road, and all other work necessary to complete the RUNGE TO WOLF PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the FRANKLIN AVENUE AT I-294 PROJECT requires the modification of the I-294 northbound and southbound bridges over Franklin Avenue and

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the Canadian Pacific Railway Bensenville Yard slope walls along the south side of Franklin Avenue; and

WHEREAS, the ILLINOIS TOLLWAY has improved the Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Busse Road (Illinois Route 83) known in its entirety as Illinois Route 390, and intends to continue with construction of Illinois Route 390 from Illinois Route 83 to O'Hare International Airport, and construct the Western Access toll highway (to be known as I-490) connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter referred to as the Elgin O'Hare Western Access or "EOWA PROJECT"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, the VILLAGE is a vital stakeholder in the planning and implementation of the EOWA PROJECT; and

WHEREAS, the EOWA PROJECT improvements include I-490 ramp access to and from Franklin Avenue and the widening and reconstruction of Franklin Avenue from the Bensenville Police Department to Runge Street; and

WHEREAS, Franklin Avenue is a major truck route for international, national, regional, state and local freight movements that will connect to the I-490 Toll Highway. The added capacity along Franklin Avenue by the both the EOWA PROJECT and the RUNGE TO WOLF PROJECT provides necessary travel continuity and access from I-490 to a major state route (Wolf Road) and is required to accommodate increased and changing traffic patterns due to the EOWA PROJECT regional interchange access at Franklin Avenue; and

WHEREAS, the full build-out of the EOWA PROJECT as defined in the *Tier Two Final Environmental Impact Statement* (October 2012) included improvements along Franklin Avenue between Runge Street and Wolf Road, as included in the VILLAGE PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY is responsible for implementation of future EOWA full build-out improvements; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, which shall be known as AGREEMENT 002019-01, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT, as proposed; and

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

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

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

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

I. ENGINEERING

A. The VILLAGE agrees to perform design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT. During the design and preparation of the plans and specifications, the VILLAGE shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:

1. 60% Complete.

2. 95% Complete (pre-final).

3. Final.

B. The final approved plans and specifications for the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the VILLAGE.

C. The ILLINOIS TOLLWAY shall review the plans and specifications within twenty-one (21) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT improvements, including but not limited to, portions thereof which impact the ILLINOIS TOLLWAY's maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review by the VILLAGE. Failure of ILLINOIS TOLLWAY to notify VILLAGE of its approval or disapproval within twenty-one (21) calendar days of receipt thereof shall be deemed an approval.

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D. The ILLINOIS TOLLWAY and VILLAGE shall work cooperatively to address and resolve the review comments and objections.

E. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX (E) of this AGREEMENT.

F. The VILLAGE agrees to assume the overall RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT responsibility, including assuring that all permits (Illinois Department of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT improvements, are secured by the VILLAGE hereto in support of general project schedules and deadlines. The VILLAGE and ILLINOIS TOLLWAY hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT.

G. Notwithstanding the above paragraph, the VILLAGE agrees to assume the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT railroad coordination responsibility (Canadian Pacific Railway) and pursue required railroad agreement(s) and/or permits and/or licenses as necessary.

H. The VILLAGE will secure the Section 401/404 Clean Water Act Permit Application for the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT.

I. The VILLAGE shall be responsible for pursuing a separate agreement with the Illinois Department of Transportation to address responsibilities for the RUNGE TO WOLF PROJECT improvements at Wolf Road, including but not limited to ownership and maintenance responsibilities, as determined to be necessary.

J. The VILLAGE shall be responsible for the modification to the existing slope wall of the northbound and southbound I-294 bridges over Franklin Avenue and the Canadian Pacific Railway Bensenville Yard, as part of the FRANKLIN AVENUE AT I-294 PROJECT improvements, and agrees to avoid or feasibly accommodate any potential conflicts with ILLINOIS TOLLWAY infrastructure.

K. To the extent permitted by law, the ILLINOIS TOLLWAY shall grant and consent to any and all reasonably required permits, rights of access (ingress and egress), temporary use of its property and right of way to the VILLAGE, without charge to the VILLAGE. Any permit for right of access, temporary use shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

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II. RIGHT OF WAY

A. The VILLAGE, shall perform all survey work and prepare all parcel plats and legal descriptions necessary for all right of way (both permanent and temporary) necessary for the construction of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT pursuant to the plans and specifications. The VILLAGE shall complete all work contemplated under this Section II prior to the bid of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT.

B. For purposes of financial consideration, right of way costs shall include the purchase price, court ordered judgments and final settlement amounts. Also included are the expenses for title research, survey preparation, appraisal, negotiations, relocation, attorney fees, costs, and court proceeding fees together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of right of way cost as addressed in SECTION V of this AGREEMENT.

C. It is not anticipated that the acquisition of permanent right of way interests are required from the ILLINOIS TOLLWAY for construction of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT pursuant to the approved plans and specifications. The acquisition or transfer of permanent right of way required between the VILLAGE and ILLINOIS TOLLWAY for land deemed necessary for future maintenance and operations will be conveyed as part of separate Intergovernmental Agreements between the PARTIES. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the PARTIES' right of way as part of this AGREEMENT.

D. The ILLINOIS TOLLWAY agrees to allow construction and maintenance of the FRANKLIN AVENUE AT I-294 PROJECT at the I-294 northbound and southbound bridges over Franklin Avenue and the Canadian Pacific Railway Bensenville Yard slope walls along the south side of Franklin Avenue.

III. UTILITY RELOCATION

A. The VILLAGE agrees to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTIES' rights of way which require adjustment as part of the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT.

B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

C. The VILLAGE agrees to make arrangements for and issue all permits for the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT

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required adjustments to existing utilities located on existing VILLAGE rights of way, and on proposed VILLAGE rights of way where such improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT, at no expense to the ILLINOIS TOLLWAY.

D. At locations where utilities are located on ILLINOIS TOLLWAY right of way and must be adjusted due to work proposed by the VILLAGE for the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT, the ILLINOIS TOLLWAY agrees to cooperate with the VILLAGE to make arrangements for and issue all ILLINOIS TOLLWAY permits for the requisite adjustment(s) at no cost to the VILLAGE. At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, which shall not be unreasonably withheld or denied by the ILLINOIS TOLLWAY, and to abide by all conditions set forth therein.

E. The VILLAGE will use commercially reasonable efforts to cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT, at no cost to the PARTIES.

F. The PARTIES agree to accept applications for permits from utility companies to perform utility relocation work within the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY if located on existing or proposed ILLINOIS TOLLWAY right of way.

G. During the duration of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT, the PARTIES agree to issue utility permits within the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT limits in accordance with its regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordinated with the ILLINOIS TOLLWAY.

H. In the event utility facilities are relocated within existing or proposed ILLINOIS TOLLWAY right of way within the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.

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I. In the event utility facilities are located on property transferred between the PARTIES, the PARTIES agree to issue permits associated with their respective rights of way without charge of permit fees, for all utility work associated with or relocated as a result of the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT. All subsequent maintenance, repairs or modifications to these facilities will require that permits be issued in accordance with the PARTIES current Permit Ordinance.

J. In the event that the work proposed by the VILLAGE under the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the actual cost to locate, mark, design, protect, adjust and/or relocate the system. At each design engineering review stage as set forth in Section I(A), ILLINOIS TOLLWAY shall inform the VILLAGE in writing if such plans impact the ILLINOIS TOLLWAY's fiber optic system.

IV. CONSTRUCTION

A. The VILLAGE shall advertise and receive bids, provide construction engineering inspections for and cause the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT to be constructed in accordance with the approved RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT plans and specifications.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections. If the VILLAGE receives no written response from the ILLINOIS TOLLWAY within ten (10) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.

C. After award of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT, assuming there are no proposed deviations from the plans and specifications, the VILLAGE shall provide no less than thirty (30) calendar days' written notice to the ILLINOIS TOLLWAY prior to commencement of work on the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT.

D. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT that affects their system. The PARTIES may assign personnel to

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perform inspections on behalf of all work included in the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT and will deliver written notices to the ILLINOIS TOLLWAY and VILLAGE representatives advising each PARTY as to the identity of the individual(s) assigned to perform said inspections.

E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

F. The VILLAGE shall require that the ILLINOIS TOLLWAY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the VILLAGE requires of its contractor(s) and that the ILLINOIS TOLLWAY will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s) and subcontracts for the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT. In addition, the VILLAGE must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY insurance coverage. The required insurance documentation shall include, but not limited to: copies of policies, certificates of insurance and additional insured endorsements.

G. Each PARTY, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by such PARTY, its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverage's must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better.

H. <u>Scope of Insurance</u> - Coverage shall be at least as broad as:

1. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. <u>Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection).</u>

2. Business Automobile Liability – Covering owned hired and non-owned vehicles and includes any required uninsured and underinsured insurance

coverage for all operators. Policy coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).

3. Workers' Compensation Insurance - As required by the Workers' Compensation Act of the State of Illinois. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Workers' Compensation Commission.

4. Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.

5. Limits of Liability – Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the Contractor.

6. Commercial General Liability – Limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.

7. Business Automobile Liability: Limit liability of not less than $1,000,000 combined single limit per accident for bodily injury and property damage per accident.

8. Employers Liability of $1,000,000 per accident, per disease, including voluntary compensation and where applicable, United States Longshoreman and Harbor Workers.

9. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (30 above, not less than $5,000,000 per occurrence and annual aggregate per project will be maintained by the Contractor.

10. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of $500,000 per occurrence.

I. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of $50,000 must be approved and accepted by the PARTIES. Evidence of insurance shall be provided for review by the applicable PARTY and shall include originals of the applicable "additional insured" endorsements for approval of the PARTY identified as "additional insured". Any failure by the ILLINOIS TOLLWAY or VILLAGE to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

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J. The VILLAGE shall require its contractor(s) working within the ILLINOIS TOLLWAY to indemnify the ILLINOIS TOLLWAY in accordance with Article 107.26 of the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2019 or latest edition.

K. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

L. The VILLAGE shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT construction contract to the ILLINOIS TOLLWAY, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the ILLINOIS TOLLWAY does not perform a final inspection within fifteen (15) calendar days after receiving notice of completion of 100% of the PROJECT construction contract or other inspection arrangements are not agreed to by the PARTIES hereto, the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT shall be deemed accepted by the ILLINOIS TOLLWAY. At the request of the ILLINOIS TOLLWAY, the VILLAGE's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the ILLINOIS TOLLWAY's representative shall give immediate verbal notice to the VILLAGE's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Village Engineer of the VILLAGE. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the VILLAGE that the deficiencies have been remedied.

M. The VILLAGE shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with Article 104.02 of the 2016 Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

N. As-built drawings for the utility relocations performed or caused to be performed by the VILLAGE and for the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT improvements shall be provided to the ILLINOIS TOLLWAY within sixty (60) days after completion of the work.

V. FINANCIAL

A. Except as otherwise identified herein, the VILLAGE agrees to pay all RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT related

engineering, right of way, construction engineering and construction costs subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.

B. It is mutually agreed by the PARTIES hereto that the final design engineering costs for the RUNGE TO WOLF PROJECT, are estimated at $763,867.00.

C. It is mutually agreed by the PARTIES hereto that the RUNGE TO WOLF PROJECT construction engineering and construction costs are being funded through various sources.

D. The PARTIES acknowledge that various funding sources require a local match cost of twenty (20) percent of the construction and construction engineering costs of the RUNGE TO WOLF PROJECT. Construction of the RUNGE TO WOLF PROJECT is estimated at $5,888,670.00, of which the funding sources require a local match of twenty (20) percent estimated at $1,177,734.00. Construction engineering for the RUNGE TO WOLF PROJECT is estimated at ten (10) percent of the construction cost, estimated at $588,867.00, of which the funding sources require a local match of twenty (20) percent local match estimated at $117,774.00.

E. It is mutually agreed by the PARTIES hereto that the ILLINOIS TOLLWAY agrees to pay the VILLAGE the final design engineering, local match construction, and local match construction engineering costs of the RUNGE TO WOLF PROJECT, estimated at $2,059,375.00, of which $763,867.00 is for final design engineering, $1,177,734.00 is for construction, and $117,774.00 is for construction engineering.

F. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their responsibilities as described in the Recital section of this AGREEMENT.

G. The ILLINOIS TOLLWAY agrees to the pay the VILLAGE for the final design engineering services (estimated at $763,867.00) of the RUNGE TO WOLF PROJECT in the following installments:

a. The first installment of thirty (30) percent, estimated at $229,200, shall be invoiced by the VILLAGE upon approval from the Illinois Department of Transportation for award of the design engineering contract.

b. The second installment of thirty-five (35) percent, estimated at $267,400, shall be invoiced by the VILLAGE upon submittal of the 95 percent plans.

c. The final installment, the remaining balance based on final actual costs estimated at $267,267, shall be invoiced by the VILLAGE after the RUNGE TO WOLF PROJECT is advertised for bid.

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H. The ILLINOIS TOLLWAY agrees to pay the VILLAGE for the local match construction and construction engineering services (estimated at $1,295,508.00**)** of the RUNGE TO WOLF PROJECT in the following installments:

a. The first installment of thirty (30) percent, estimated at $388,700, shall be invoiced by the VILLAGE upon approval from the Illinois Department of Transportation for award of the construction contract.

b. The second installment of thirty-five (35) percent, estimated at $453,400, shall be invoiced by the VILLAGE upon completion of 70 percent of the construction.

c. The final installment, the remaining balance based on final actual costs estimated at $453,408, shall be invoiced by the VILLAGE after completion of the RUNGE TO WOLF PROJECT construction and concurrence by the ILLINOIS TOLLWAY.

I. The ILLINOIS TOLLWAY agrees to pay the VILLAGE within sixty (60) days of receipt of an invoice.

J. Either PARTY may request, after the construction contract(s) are let, that supplemental work that increases the total costs of the RUNGE TO WOLF PROJECT and/or FRANKLIN AVENUE AT I-294 PROJECT or more costly substitute work be added to the construction contract(s). The PARTY implementing the construction contract(s) will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the RUNGE TO WOLF PROJECT or FRANKLIN AVENUE AT I-294 PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full unless otherwise subject to funding via other sources in which case, payment shall be for the local matching construction costs only. Notwithstanding the foregoing, “supplemental work,” as used herein, shall not include additional work resulting from subsurface or otherwise concealed physical conditions that differ materially from those indicated in the design plans or unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character of the RUNGE TO WOLF PROJECT or the FRANKLIN AVENUE AT I-294 PROJECT.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.

B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.

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C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, graffiti removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls, fences, 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 hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

6. “Landscape/Vegetation maintenance” refers to the repair and upkeep of the landscape and vegetation in and around the facilities in compliance with applicable governmental ordinances, statutes and regulations.

D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

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E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-294 and the Western Access Toll Highway (I-490) in their entirety, (including without limitation its drainage facilities).

B. The VILLAGE agrees to retain jurisdiction, maintain, or cause to maintain Franklin Avenue, including all storm sewers, VILLAGE water mains, lighting, sidewalks and appurtenances, in its entirety. The VILLAGE also agrees to maintain the shared use path along the south side of Franklin Avenue under I-294. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the VILLAGE shall continue to maintain all portions of the RUNGE TO WOLF PROJECT and FRANKLIN AVENUE AT I-294 PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications,

and the ILLINOIS TOLLWAY shall continue to maintain all portions of the ILLINOIS TOLLWAY's right of way that are not required to be maintained by the construction contractor(s).

B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

C. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.

D. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Village of Franklin Park and the Illinois State Toll Highway Authority.

B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof 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 PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.

D. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute

concerning the plans and specifications for the FRANKLIN AVENUE PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the FRANKLIN AVENUE PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

G. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005882 and it is doing business as a governmental entity, whose mailing address is Village of Franklin Park, 9500 W. Belmont Avenue, Franklin Park, Illinois 60131.

H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT. Notwithstanding the foregoing, any and all obligations the VILLAGE has incurred under this AGREEMENT prior to termination of this AGREEMENT under this Section IX (I) shall be reimbursed by the ILLINOIS TOLLWAY in accordance with the terms defined in Section V above.

J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

K. 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.

L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

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

To the ILLINOIS TOLLWAY:	The Illinois Toll Highway Authority 2700 Ogden Avenue Downers Grove, Illinois 60515 Attn: Chief Engineering Officer
To the VILLAGE:	The Village of Franklin Park 9500 W. Belmont Avenue Franklin Park, Illinois 60131 Attn: Village Engineer

N. The VILLAGE certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

O. The VILLAGE certifies that neither the VILLAGE nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

P. Forced Labor. The VILLAGE certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Q. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that are less than the small purchase threshold amount established by the Illinois Procurement Code Rules, the VILLAGE shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds that are more than the small purchase threshold amount established by the Illinois Procurement Code Rules will require the VILLAGE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the VILLAGE, the procedures of the ILLINOIS TOLLWAY will be used. The VILLAGE may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes

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such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

R. 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 three (3) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

(This section is intentionally left blank)

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

THE VILLAGE OF FRANKLIN PARK

By: _____ Attest: _____
Barrett F. Pedersen, Village President

_____
Date: _____ (Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
José R. Alvarez
Executive Director

By: _____ Date: _____
Michael Colsch
Chief Financial Officer

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

Approved as to Form and Constitutionality

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

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Elgin O'Hare Western Access Project

LEGEND

- EOWA PROJECT Improvements
- FRANKLIN AVENUE IMPROVEMENT PROJECT

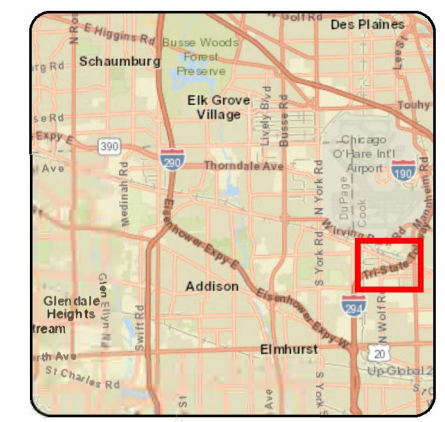

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EXHIBIT 1

Village of Franklin Park
Franklin Avenue
Improvement Project

June 2019

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RESOLUTION NO. 21848
AMENDING RESOLUTION NO. 21698

Background

Resolutions 19584 and 21606 authorized acquisition of needed parcels and expenditures up to $20,000,000.00 for any and all land acquisition fees and costs needed for Systemwide Projects, Project No. RR-18-4408 ("Project No. RR-18-4408"). Resolution 21698 identifies specific parcels The Illinois State Toll Highway Authority ("Tollway") needs for Project No. RR-18-4408. Resolution 21698 must be further amended to identify and add additional parcels and provide Land Acquisition the authority to acquire all parcels necessary for the Project No. RR-18-4408, including fee title, permanent easements, temporary easements and access control. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 21698, 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-18-4408. 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-18-4408 and, per Resolution 21846, to spend sums up to an amount not to exceed $60,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

RESOLUTION NO. 21848
AMENDING RESOLUTION NO. 21698

Resolution – Continued

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-18-4408, 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-18-4408, up to a sum not to exceed the aggregate sum of $60,000,000.00.

Approved by: _____
Chairman

RESOLUTION NO. 21848
AMENDING RESOLUTION NO. 21698

Resolution – Continued- Exhibit A

PROJECT NO.: RR-18-4408- IDENTIFICATION OF PARCELS

System-Wide Project

EXHIBIT "A"
Project RR-18-4408
System-Wide

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-4A-18-001	16-26-200-008	McHenry
NW-4A-18-002	16-25-100-001, 16-26-100-014 16-26-200-004, 16-26-300-002 16-26-400-001, 16-26-400-003	McHenry
NW-4A-18-003	16-26-200-009	McHenry
NW-4A-18-004	16-23-400-005, 16-23-400-006	McHenry
NW-4A-18-005	16-23-300-001, 16-23-100-011	McHenry
NW-4A-18-006	16-26-100-009	McHenry
NW-4A-18-007	16-26-100-012, 16-26-100-022	McHenry
NW-4A-18-008	16-26-100-021, 16-26-100-023 16-26-100-024	McHenry

NEWLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-6B-18-001	07-04-201-013, 07-04-201-014, 07-04-201-015 07-04-201-007, 07-04-201-008, 07-04-201-009 07-04-201-010, 07-04-201-011, 07-04-201-012	Cook

RESOLUTION NO. 21849
AMENDING RESOLUTION NO. 21822

Background

Resolutions 19584, 21069 and 21451 authorized expenditures of up to $115,000,000.00 for land acquisitions by The Illinois State Toll Highway Authority ("Tollway") and 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 21822, as preceded by Resolutions 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771, identified specific parcels that were required for Tollway purposes. Resolution 21822 must be further amended to identify and add additional parcels and provide Land Acquisition 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 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 21822, 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 compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

RESOLUTION NO. 21849
AMENDING RESOLUTION NO. 21822

Resolution – Continued

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

RESOLUTION NO. 21849
AMENDING RESOLUTION NO. 21822

Resolution – Continued- Exhibit A

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

PREVIOUSLY IDENTIFIED PARCELS

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

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

PREVIOUSLY IDENTIFIED PARCELS

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

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

PREVIOUSLY IDENTIFIED PARCELS

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

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-023	18-29-205-016	Cook
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

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook
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

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

ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
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

RESOLUTION NO. 21850
AMENDING RESOLUTION NO. 21754

Background

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

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A ("Identified Parcels"), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. I-11-4011. The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. I-11-4011 and, per Resolutions 20894, 20227, 19882 and 19584, to spend sums up to an amount not to exceed $360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

RESOLUTION NO. 21850
AMENDING RESOLUTION NO. 21754

Resolution – Continued

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

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

Approved by: _____
Chairman

RESOLUTION NO. 21850
AMENDING RESOLUTION NO. 21754

Resolution – Continued- Exhibit A

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange **PREVIOUSLY IDENTIFIED**

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

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

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

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

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

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Elgin O'Hare Western Access **ADDED IDENTIFIED PARCELS**

Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7B-12-003	08-25-400-006	Cook
NW-7B-12-006	08-25-202-006, 08-25-202-013 08-25-202-014, 08-25-202-017, 08-25-202-018	Cook
NW-7B-12-010	08-25-202-019	Cook

RESOLUTION NO. 21851

Background

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into a Collective Bargaining Agreement with the Service Employees International Union ("SEIU"), Local 73, effective July 1, 2019 through June 30, 2023.

Resolution

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between the Tollway and SEIU, Local 73, in accordance with the terms and conditions presented to the Board and contingent upon SEIU, Local 73, bargaining unit member ratification. The Chairman/Chief Executive Officer of the Tollway is authorized to execute said 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