

RESOLUTION NO. 21869

Background

In 2013, The Illinois State Toll Highway Authority (“Tollway”) issued a Request for Proposals (“RFP 13-0092”) to provide collection and litigation services for various delinquent Tollway accounts including: violations, property damage claims, I-PASS charges and other miscellaneous collections.

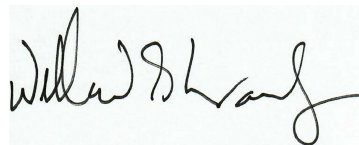
Upon the evaluation by the selection committee, Harris and Harris Ltd. and Law Enforcement Systems LLC were determined to be best qualified to perform collections and collection-related legal services for a five-year period from December 30, 2014 through December 29, 2019 (“Term”) for an upper limit of compensation not to exceed \$10,000,000.00, in aggregate, pursuant to Resolution No. 204580 dated September 25, 2014. The RFP provides for additional renewal options of up to five-years.

Resolution

It is necessary and in the best interest of the Tollway to renew the Contract for collection and collection litigation services for a one-year period, commencing December 30, 2019 through December 29, 2020, in an amount of \$1,500,000.00 to Harris and Harris Ltd. and \$1,500,000.00 to Law Enforcement Systems LLC, increasing the upper limit of the Contract by \$3,000,000.00 from \$10,000,000.00 to \$13,000,000.00, in aggregate.

The Chairman/Chief Executive Officer of the Tollway is authorized 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. 21870

Background

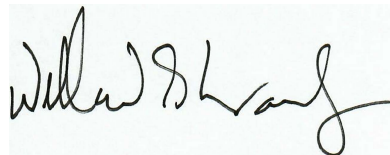
The vast majority of The Illinois State Toll Highway Authority's ("Tollway") credit card transactions result from customer I-PASS replenishments and violation payments, and many Tollway patrons utilize American Express credit cards to complete such transactions. Based on the favorable terms included in the Illinois Treasurer's Office's ("Treasurer") contract with American Express Travel Related Services Company, Inc. ("American Express"), the Tollway entered into an Intergovernmental Agreement with the Treasurer's Office that allows the Tollway to participate in said contract ("Intergovernmental Agreement"). See Resolution No. 21331.

The contract between the Treasurer's Office and American Express expires on November 17, 2019, but the parties plan to renew the contract for a term commencing on or about November 18, 2019 through November 17, 2029. It is in the best interest of the Tollway to extend the Intergovernmental Agreement for a corresponding ten-year period, from approximately November 18, 2019 through and including November 17, 2029, and fund the extended Intergovernmental Agreement in an amount up to \$40,000,000.00, which will enable Tollway staff to ensure timely processing of American Express credit card payments.

Resolution

The Chief Financial Officer and the General Counsel are authorized to extend and/or negotiate and prepare an Intergovernmental Agreement between the Tollway and the Treasurer's Office in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway is authorized to execute said agreement and any necessary accompanying documents, and the Chief Financial Officer is authorized to issue warrants in payment thereof, in an amount up to \$40,000,000.00, for the ten-year period from November 18, 2019 through November 17, 2029.

Approved by: _____



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE OFFICE OF THE
ILLINOIS STATE TREASURER AND THE ILLINOIS STATE TOLL HIGHWAY
AUTHORITY**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is hereby entered into by and between the Office of the Illinois State Treasurer (“Treasurer”) and the Illinois State Toll Highway Authority (“ISTHA”) and becomes effective upon execution.

WHEREAS, the Treasurer has entered into an Agreement for American Express Card Acceptance (“AMEX Agreement”) with American Express Travel Related Services Company, Inc. (“AMEX”) to allow the use and acceptance of American Express credit cards in its E-Pay program;

WHEREAS, the volume of credit card transactions of participants in the Treasurer’s E-Pay Program allowed it to procure the use and acceptance of American Express cards at a low cost;

WHEREAS, the AMEX Agreement includes an option for agencies to leverage its pricing through an Agency Participation Agreement, the form of which is attached hereto as Exhibit A;

WHEREAS, in order to enter into the Agency Participation Agreement, ISTHA requires this Agreement; and

WHEREAS, the Treasurer has agreed to enter into this Agreement to allow ISTHA to enter into an Agency Participation Agreement with AMEX pursuant to the AMEX Agreement.

NOW, THEREFORE, the Treasurer and ISTHA do hereby agree as follows:

1. Use of Contractual Resources. The parties agree that the Treasurer shall allow ISTHA access to AMEX’s services pursuant to the AMEX Agreement, which provides for acceptance of AMEX card services. ISTHA shall pay AMEX for the services used under the AMEX Agreement. The Treasurer shall have no liability for any such fees, costs, or other liabilities.
2. Communication Between Parties. ISTHA shall direct all inquiries regarding its relationship with AMEX to AMEX.
3. Severability. Invalidation of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term or condition of this Agreement invalid or unenforceable.
4. Terms, Amendments, and Changes. This Agreement is effective upon execution and shall terminate upon termination of the AMEX Agreement, unless terminated earlier under the provisions of this Agreement. Either party may terminate this Agreement upon 90 days’ notice to the other. Upon mutual written consent of both parties, this Agreement may be terminated sooner.
5. Agency Participation Agreement. The Agency Participation Agreement form between AMEX and ISTHA is attached hereto as Exhibit A.
6. Notices. All notices required to be given pursuant to this Agreement shall be in writing

and addressed to the parties or their successors at their respective addresses set forth below. All such notices shall be deemed duly given if e-mailed, personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

To Treasurer:

Johanna Perez
Director of E-Pay and Illinois Funds
100 W. Randolph Street, Suite 15-600
Chicago, Illinois 60601
jperez@illinoistreasurer.gov

To ISTHA:

Michael Colsch
Chief Financial Officer
Illinois State Tollway Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

with a copy to:

Laura J. Duque
Deputy General Counsel
100 W. Randolph Street, Suite 15-600
Chicago, Illinois 60601
lduque@illinoistreasurer.gov

7. Miscellaneous.

- A. This Agreement sets forth the entire understanding of the parties.
- B. Section headings are for the convenience of reference only and shall not be construed otherwise.
- C. Nothing contained herein shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by either the Treasurer or ISTHA. In the event that this Agreement is determined to be invalid, it shall be terminated immediately. Should any portion or portions of the Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Agreement void but shall be severed from the Agreement upon such finding.
- D. Nothing contained herein serves to limit, alter, or amend agency's rules, rights or responsibilities as set out in the applicable State and Federal statutes, laws and regulations.
- E. This Agreement may be executed in any number of counterparts, including by facsimile or electronic transmission, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterpart hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as the signatories.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties sign their names as evidence of their authority to enter into and their approval of this INTERGOVERNMENTAL AGREEMENT.

**OFFICE OF THE ILLINOIS STATE
TREASURER:**

Michael W. Frerichs

Treasurer

By: _____
G. Allen Mayer, Chief of Staff

Date: _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

Willard Evans
Chairman

Michael Colsch
Chief Financial Officer

Kathleen R. Pasulka-Brown
General Counsel

Approved as to Form and Constitutionality

Robert T. Lane
Assistant Attorney General

EXHIBIT A



**AGENCY PARTICIPATION AGREEMENT
FOR AMERICAN EXPRESS® CARD ACCEPTANCE
[STATE ENTITY]**

This Agreement and any attachments hereto (*Agency Participation Agreement*) is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (*we, us or our*), and the **[STATE ENTITY]** (*you and your*).

For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. The terms and conditions of the Agreement for American Express® Card Acceptance between the **[GOVERNMENT MASTER MERCHANT]** and us (*Master Agreement*) are incorporated herein by this reference as if fully set forth herein and all references therein to “you” and “your” apply to you. Capitalized terms used but not defined herein have the same meaning as in the Master Agreement, unless specified to the contrary.
2. You agree to accept the Card under the terms of the Master Agreement. You represent that you have received all the necessary approvals from the State Treasury Department to allow you to enter into this Agency Participation Agreement.
3. Notwithstanding anything to the contrary contained herein, all terms and conditions of the Master Agreement shall remain unchanged and in full force and effect, and this Agency Participation Agreement shall continue in effect for so long as the Master Agreement is in full force and effect. If the Master Agreement terminates for any reason,

this Agency Participation Agreement shall also immediately terminate without further notice.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of _____.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

_____ By: _____

Name: _____

Title: _____

_____ Date: _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY:

Willard Evans
Chairman

Michael Colsch
Chief Financial Officer

Kathleen R. Pasulka-Brown
General Counsel

Approved as to Form and Constitutionality

Robert T. Lane
Assistant Attorney General

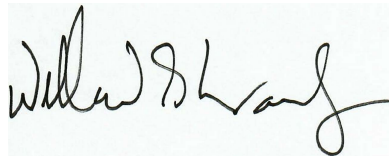
RESOLUTION NO. 21871

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Installation Services for Desktop Replacements through the Unified Procurement Program contract with Computer Aid, Inc. (Tollway Contract No. 19-0106) for an upper limit of compensation not to exceed \$435,203.20. These goods and/or services are being obtained pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525, *et al.*

Resolution

Utilization of the Unified Procurement Program contract with Computer Aid, Inc. for the purchase of Installation Services for Desktop Replacements is approved in an amount not to exceed \$435,203.20. 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 and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____
Chairman

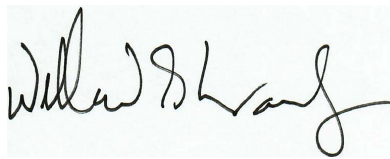
RESOLUTION NO. 21872

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased EMC Equipment, Maintenance, Support and Services from Sentinel Technologies, Inc. (“Contract No. 14-0087”). It is in the best interest of the Tollway to exercise the renewal option of Contract No. 14-0087 and increase the upper limit of compensation to Sentinel Technologies, Inc. by an amount not to exceed \$2,500,000.00 for the purchase of additional EMC Equipment, Maintenance, Support and Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 14-0087 for the purchase of additional EMC Equipment, Maintenance, Support and Services from Sentinel Technologies, Inc. is approved in an amount not to exceed \$2,500,000.00 (increase from \$7,975,000.00 to \$10,475,000.00). 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 and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

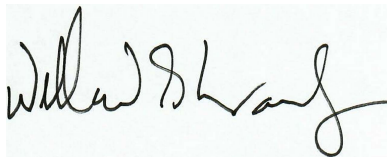
RESOLUTION NO. 21873

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Bulk Rock Salt through the Central Management Services’ (“CMS”) master contract with Compass Minerals America, Inc. (“Tollway Contract No. 19-0120”) for an upper limit of compensation not to exceed \$9,942,061.20. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Bulk Rock Salt from Compass Minerals America, Inc. is approved in an amount not to exceed \$9,942,061.20. 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 and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

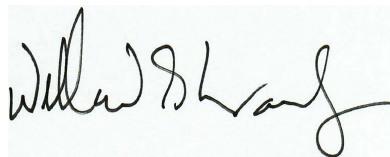
RESOLUTION NO. 21874

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Police Utility Vehicles and Sedans through the Central Management Services’ (“CMS”) master contract with Morrow Brothers Ford, Inc. and Bob Ridings, Inc. (“Tollway Contract No. 19-0121”) for an aggregate upper limit of compensation not to exceed \$1,723,005.00. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

The utilization of the CMS master contract for the purchase of Police Utility Vehicles and Sedans from Morrow Brothers Ford, Inc. and Bob Ridings, Inc. is approved in an aggregate amount not to exceed \$1,723,005.00. 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 and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 21875

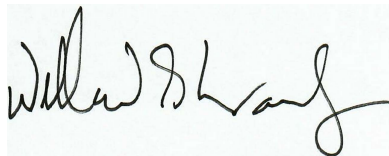
Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Intelligent Transportation System Field Equipment Maintenance (“Contract No. 14-0017”) from Meade, Inc. It is in the best interest of the Tollway to renew Contract No. 14-0017 and increase the upper limit of compensation of said contract by an amount not to exceed \$11,347,560.00 for the purchase of additional Intelligent Transportation System Field Equipment Maintenance.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 14-0017 for the purchase of additional Intelligent Transportation System Field Equipment Maintenance from Meade, Inc. is approved in an amount not to exceed \$11,347,560.00 (increase from \$12,652,440.00 to \$24,000,000.00). 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 and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21876

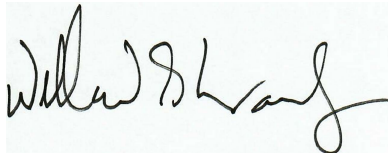
Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Web-Based Plan Room and On-Call Printing Services (“Contract No. 13-0187R”) from BHFX, LLC. It is in the best interest of the Tollway to renew Contract No. 13-0187R and increase the upper limit of compensation of said contract by an amount not to exceed \$225,000.00 for the purchase of additional Web-Based Plan Room and On-Call Printing Services.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 13-0187R for the purchase of additional Web-Based Plan Room and On-Call Printing Services from BHFX, LLC is approved in an amount not to exceed \$225,000.00 (increase from \$602,131.30 to \$827,131.30). 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 and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21877

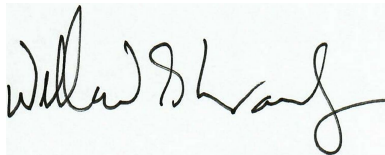
Background

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

Per Tollway request, CDM Smith Inc. has submitted a proposal to renew Contract RR-15-9976R for one year, through December 31, 2020, increasing the contract upper limit by \$4,810,000.00, from \$13,600,000.00 to \$18,410,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from CDM Smith Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Contract Renewal with CDM Smith Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$4,810,000.00. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, 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

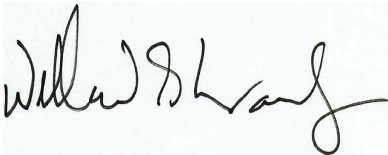
RESOLUTION NO. 21878

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21711 approved on December 20, 2018, entered into an Agreement for Contract No. I-18-4392 with Curran Contracting Company for Illinois Route 23 Interchange on the Jane Addams Memorial Tollway (I-90) at Illinois Route 23 (IL 23). Per the Illinois Department of Transportation’s (“IDOT”) request, three roundabout intersections along IL 23 need to be modified to accommodate oversized and over-weight trucks. The Tollway reviewed the intersections and in accordance with the Tollway’s Board approved C5 process for Change Orders / Extra Work Orders, recommends approval of the requested modifications at an approximate cost of \$977,606.00.

Resolution

A Change Order / Extra Work Order in the amount of \$977,606.00 and a commensurate increase in the upper limit of compensation on Contract No. I-18-4392 is approved, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21879

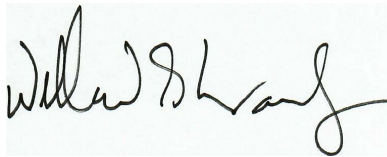
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21509 approved on March 29, 2010, entered into an Agreement for Contract No. RR-16-4256 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Roadway and Bridge Rehabilitation and Widening on the Veterans Memorial Tollway (I-355) from Mile Post 23.3 (Butterfield Road) to Mile Post 29.8 (Army Trail Road). Three noise abatement walls need to be upgraded in order to comply with current criteria. In accordance with the Tollway’s Board approved C5 process for Change Orders / Extra Work Orders, the Tollway recommends approval of the upgrades at an approximate cost of \$3,203,848.00.

Resolution

A Change Order / Extra Work Order in the amount of \$3,203,848.00 and a commensurate increase in the upper limit of compensation on Contract No. RR-16-4256 is approved, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21880

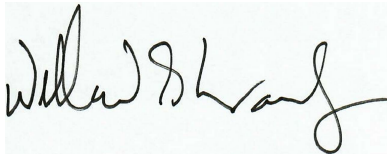
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21739 approved on March 21, 2019, entered into an Agreement for Contract No. RR-13-4117R with Walsh Construction Company II, LLC for Roadway Reconstruction, on the Reagan Memorial Tollway (I-88) at Mile Post 138.7 (Ramp N) and Tri-State Tollway (I-294) at Mile Post 29.1 (Ramp M). Additional quantities of non-special waste disposal associated with ramp reconstruction are needed. In accordance with the Tollway’s Board approved C5 process for Change Orders / Extra Work Orders, the Tollway recommends approval of necessary additional quantities of non-special waste disposal at an approximate cost of \$728,942.40.

Resolution

A Change Order / Extra Work Order in the amount of \$728,942.40 and a commensurate increase in the upper limit of compensation on Contract No. RR-13-4117R is approved, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21881

Background

On February 26, 2009, Resolution 18680 authorized adoption of a signage policy to protect the safety of the traveling public and provide clear and consistent information pertaining to road conditions, motoring regulations and travel guidance. On December 13, 2012, by Resolution No. 19849, the previously authorized signage policy was amended to provide guidance for future major traffic generators and requests for specific service guide signs, commonly known as “blue board” signs, along Illinois toll roads.

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to establish a pilot program allowing blue board signs for restaurant services on Interstate 88 in Lee, Ogle and/or Whiteside Counties in order to evaluate the possibility of expanding the Tollway’s blue board service sign program.

Resolution

In order to evaluate the possibility of expanding the Tollway’s blue board service sign program, the Tollway is authorized to establish a pilot program allowing blue board signs for restaurant services on Interstate 88 in Lee, Ogle and/or Whiteside Counties in accordance with the attached Motorist Service Sign Policy. The Tollway is authorized to incur such reasonable and customary costs, as necessary to properly implement and monitor the pilot program, which costs will be paid from the Tollway’s previously approved Move Illinois Program. The Chief Financial Officer is authorized to issue warrants in payment of such costs.

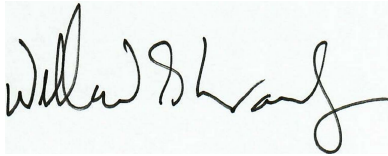
09/19/19

6.4/1

RESOLUTION NO. 21881
AMENDING RESOLUTION NOS. 18680 AND 19849

Resolution – Continued

Any proposed expansion of the blue board service sign program, based on the pilot program, will be subject to further Board approval.

A handwritten signature in black ink, appearing to read "William D. Lang", is written over a light blue rectangular background.

Approved by:

Chairman

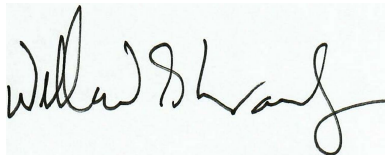
RESOLUTION NO. 21882

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into a Collective Bargaining Agreement with the Metropolitan Alliance of Police (“MAP”), Local 336, effective November 1, 2018 through October 31, 2022.

Resolution

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between the Tollway and MAP, Local 336, in accordance with the terms and conditions ratified by MAP Local 336’s bargaining unit members on August 16, 2019 and presented to the Board on September 19, 2019. 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

RESOLUTION NO. 21883
AMENDING RESOLUTION NO. 21868

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 21868 as preceded by Resolutions 21849, 21822, 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 21868 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 21868, identifies additional parcels and satisfies this requirement.

Resolution

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

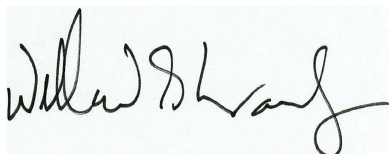
RESOLUTION NO. 21883
AMENDING RESOLUTION NO. 21868

Resolution – Continued

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

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

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

Approved by: 
Chairman

09/19/19

6.4/3

RESOLUTION NO. 21883
AMENDING RESOLUTION NO. 21868

Resolution – Continued- Exhibit A

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

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

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

PREVIOUSLY IDENTIFIED PARCELS

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
TW-3B-16-028	18-29-100-026	Cook

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
TW-6C-16-003	15-18-107-018	Cook
TW-6C-15-006	16-12-419-016	DuPage
TW-6C-16-007	16-12-419-015	DuPage
TW-6C-16-009	16-12-419-002	DuPage
TW-6C-16-010	16-12-419-001	DuPage

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

Parcel	ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-031	23-01-300-014	Cook
TW-3A-16-034	23-01-300-012	Cook
TW-3A-16-038	23-01-106-011	Cook
TW-3B-16-026	18-29-200-004, 18-29-200-009 18-29-200-014, 18-29-200-017	Cook
TW-5-16-046	18-07-117-012, 18-07-117-018	Cook
TW-5-16-048	18-07-117-013	Cook
TW-5-16-050	18-07-117-014	Cook
TW-5-16-051	18-07-117-015	Cook
TW-5-16-052	18-07-117-016	Cook
TW-5-16-053	18-07-117-017	Cook
TW-5-16-082	18-06-303-015, 18-06-303-016, 18-06-303-017	Cook
TW-5-16-090	18-06-303-002	Cook
TW-5-16-099	18-06-126-008	Cook
TW-5-16-132	18-07-301-017	Cook
TW-5-16-142	COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 65.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 418.63 FEET TO THE WESTERLY LINE OF FLAGG CREEK PER TIMBER TRAILS UNIT 1 RECORDED AS DOCUMENT NUMBER 0530003135; THENCE NORTH 9 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID WESTERLY LINE, 568.83 FEET; THENCE NORTH 2 DEGREES 14 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY LINE, 241.74 FEET TO THE NORTHEAST CORNER OF OUTLOT Y IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS EAST, 60.10 FEET; THENCE SOUTH 2 DEGREES 14 MINUTES 54 SECONDS WEST, 249.01 FEET; THENCE SOUTH 9 DEGREES 28 MINUTES 16 SECONDS WEST, 361.82 FEET; THENCE SOUTH 1 DEGREE 47 MINUTES 13 SECONDS EAST, 292.39 FEET TO THE EASTERLY LINE OF FLAGG CREEK PER SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 9 DEGREES 43 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 155.20 FEET TO THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTH 64 DEGREES 09 MINUTES 53 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF BEGINNING	Cook