

RESOLUTION NO. 21929

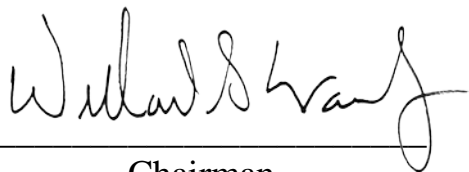
Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased an Automatic Number Plate Recognition ("ANPR") System from G4S Secure Integration LLC ("Contract No. 13-0313"). It is in the best interest of the Tollway to amend Contract No. 13-0313 to increase the upper limit of compensation to G4S Secure Integration LLC by an amount not to exceed \$3,840,000.00 for the purchase of additional equipment and services related to the ANPR System.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0313 for additional equipment and services related to the ANPR System from G4S Secure Integration LLC is approved in an amount not to exceed \$3,840,000.00 (increase from \$19,200,000.00 to \$23,040,000.00). 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

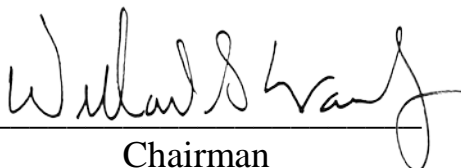
RESOLUTION NO. 21930

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Liferay Software, Maintenance and Support through the Unified Procurement Program contract with Carahsoft Technology Corporation (Tollway Contract No. 19-0160) for an upper limit of compensation not to exceed \$354,315.84. These goods and/or services are being obtained pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525, *et seq.*

Resolution

Utilization of the Unified Procurement Program contract with Carahsoft Technology Corporation for the purchase of Liferay Software, Maintenance and Support is approved in an amount not to exceed \$354,315.84. 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. 21931

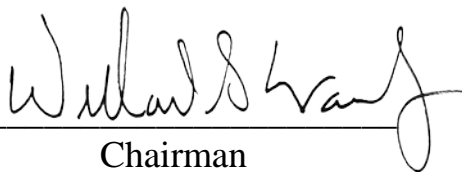
Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased E-Recruiting Web-Based Application, Maintenance and Support Services ("Contract No. 13-0008RR") from GovernmentJobs.com, Inc. It is in the best interest of the Tollway to renew Contract No. 13-0008RR and increase the upper limit of compensation of said contract by an amount not to exceed \$35,716.14 for the purchase of additional E-Recruiting Web-Based Application, Maintenance and Support Services.

Resolution

The renewal and associated increase in the upper limit of compensation of Contract No. 13-0008RR for the purchase of additional E-Recruiting Web-Based Application, Maintenance and Support Services from GovernmentJobs.com, Inc. is approved in an amount not to exceed \$35,716.14 (increase from \$218,755.00 to \$254,471.14). 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

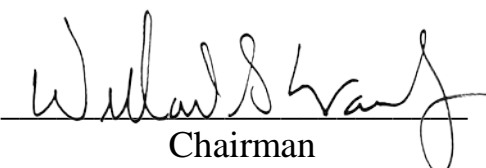
RESOLUTION NO. 21932

Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased Bulk Electricity, Systemwide through the Central Management Services ("CMS") master contract with Constellation NewEnergy, Inc. ("Contract No. 15-0025"). It is in the best interest of the Tollway to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 15-0025 by an amount not to exceed \$6,300,000.00 for the purchase of additional Bulk Electricity, Systemwide. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract and the associated increase to the upper limit of compensation of Contract No. 15-0025 for the purchase of additional Bulk Electricity, Systemwide from Constellation NewEnergy, Inc. is approved in an amount not to exceed \$6,300,000.00 (increase from \$10,500,000.00 to \$16,800,000.00). 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. 21933

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Electrical Wire and Cable. Pursuant to the Tollway's Invitation for Bid No. 18-0170, the Tollway has determined that J.P. Simons & Co. is the lowest responsive and responsible bidder for Electrical Wire and Cable for an upper limit of compensation not to exceed \$105,925.00 for an initial two-year term and a possible two-year renewal term in an amount not to exceed \$105,925.00.

Resolution

The bid from J.P. Simons & Co. for the purchase of Electrical Wire and Cable is accepted. Contract No. 18-0170 is approved in an amount not to exceed \$105,925.00 for an initial two-year term and a possible two-year renewal term in an amount not to exceed \$105,925.00. 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: William S. Kravitz
Chairman

RESOLUTION NO. 21934

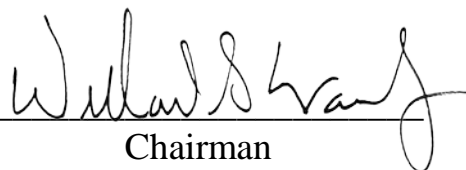
Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased Elevator Maintenance, Inspection, Repair and Full Hydraulic Pressure Testing Services from The Stone Group Inc. ("Contract No. 16-0068"). It is in the best interest of the Tollway to exercise the renewal option of Contract No. 16-0068 and increase the upper limit of compensation to The Stone Group Inc. by an amount not to exceed \$153,391.00 for the purchase of additional Elevator Maintenance, Inspection, Repair and Full Hydraulic Pressure Testing Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 16-0068 for the purchase of additional Elevator Maintenance, Inspection, Repair and Full Hydraulic Pressure Testing Services from The Stone Group Inc. is approved in an amount not to exceed \$153,391.00 (increase from \$348,925.00 to \$502,316.00). 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. 21935

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Waste-Hauling Services through the Central Management Services ("CMS") master contracts with Independent Recycling Services, Inc. and Allied Waste Transportation, Inc. (d.b.a. Republic Services of Joliet) ("Contract No. 19-0195"), for an aggregate upper limit of compensation not to exceed \$502,129.92. 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 Waste-Hauling Services from Independent Recycling Services, Inc. and Allied Waste Transportation, Inc. (d.b.a. Republic Services of Joliet) is approved in an aggregate amount not to exceed \$502,129.92. 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. 21936

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Mid-Size Police Utility Vehicles through the Central Management Services ("CMS") master contract with Morrow Brothers Ford, Inc., ("Contract No. 19-0178") for an upper limit of compensation not to exceed \$1,934,255.00. 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 Mid-Size Police Utility Vehicles from Morrow Brothers Ford, Inc. is approved in an amount not to exceed \$1,934,255.00. 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. 21937

Background

The Illinois State Toll Highway Authority ("Tollway") has previously purchased Aluminum Extrusions from MDSolutions Inc. ("Contract No. 17-0136"). It is in the best interest of the Tollway to exercise the renewal option of Contract No. 17-0136 and increase the upper limit of compensation to MDSolutions Inc. by an amount not to exceed \$500,000.00 for the purchase of additional Aluminum Extrusions.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 17-0136 for the purchase of additional Aluminum Extrusions from MDSolutions Inc. is approved in an amount not to exceed \$500,000.00 (increase from \$670,131.05 to \$1,170,131.05). 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: William S. Kravitz
Chairman

RESOLUTION NO. 21938

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-19-4489 for M-16 (Bensenville) Maintenance Facility on Illinois Route 390 at Mile Post 16.6 (830 Thomas Drive). The lowest responsive and responsible bidder on Contract No. Contract RR-19-4489 is The George Sollitt Construction Company in the amount of \$26,344,818.00.

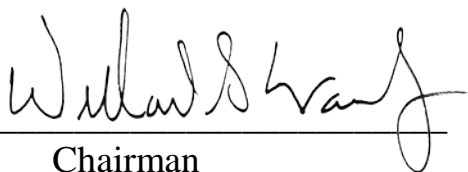
Resolution

Contract No. RR-19-4489 is awarded to The George Sollitt Construction Company in the amount of \$26,344,818.00, 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. 21939

Background

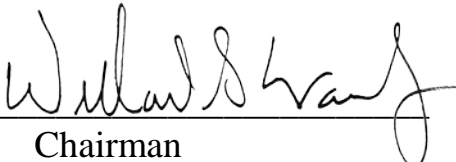
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4490 for Flagg Creek Water Reclamation District Sanitary Relocations on the Tri-State (I-294) between Mile Post 24 (I-55 ramp) to Mile Post 25.5 (55th Street) and between Mile Post 26.5 (47th Street) to Mile Post 27.3 (Ogden Avenue). The lowest responsive and responsible bidder on Contract No. I-19-4490 is Martam Construction, Inc. in the amount of \$18,655,298.80.

Resolution

Contract No. I-19-4490 is awarded to Martam Construction, Inc. in the amount of \$18,655,298.80, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman/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. 21940

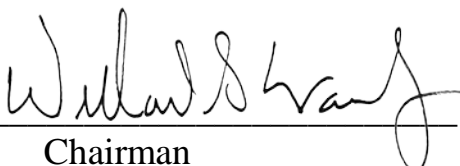
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No 20760 approved July 23, 2015, entered into an Agreement with H.W. Lochner Inc./HDR Engineering, Inc./Quigg Engineering Inc. on Contract RR-14-4221 for Design Services on the Tri-State Tollway (I-294) at Mile Post 21.5 (Mile-Long Bridge).

Per Tollway request, H.W. Lochner, Inc./HDR Engineering, Inc./Quigg Engineering, Inc. submitted a proposal to provide Supplemental Design Services for Contract RR-14-4221, increasing the contract upper limit by \$2,154,100.00, from \$38,900,334.54 to \$41,054,434.54. It is necessary and in the best interest of the Tollway to accept the proposal from H.W. Lochner Inc./HDR Engineering, Inc./Quigg Engineering Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with H.W. Lochner Inc./HDR Engineering, Inc./Quigg Engineering Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$2,154,100.00, 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 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. 21941

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21395 approved October 26, 2017, entered into an Agreement with HDR Engineering, Inc. on Contract I-17-4296 for Design Services on the Tri-State Tollway (I-294), from Mile Post 17.8 (95th Street) to Mile Post 20.7 (LaGrange Road).

Per Tollway request, HDR Engineering, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4296, increasing the contract upper limit by \$1,978,212.00, from \$18,958,163.51 to \$20,936,375.51. It is necessary and in the best interest of the Tollway to accept the proposal from HDR Engineering, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with HDR Engineering, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$1,978,212.00, 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 the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Krang
Chairman

RESOLUTION NO. 21942

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 21360 approved September 28, 2017, entered into an Agreement with Strand Associates, Inc. on Contract I-17-4297 for Design Services on the Tri-State Tollway (I-294) from Mile Post 22.3 (75th Street) to Mile Post 24.1 (I-55 Ramps).

Per Tollway request, Strand Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4297, increasing the contract upper limit by \$2,832,500.00, from \$10,808,500.00 to \$13,641,00.00. It is necessary and in the best interest of the Tollway to accept the proposal from Strand Associates, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Strand Associates, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$2,832,500.00, 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 the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21943

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21400 approved October 26, 2017, entered into an Agreement with Terra Engineering, Ltd. on Contract I-17-4309 for Design Services on the Tri-State Tollway (I-294) from Mile Post 17.8 (95th Street) to Mile Post 29.1 (East West Connector).

Per Tollway request, Terra Engineering, Ltd. submitted a proposal to provide Supplemental Design Services for Contract I-17-4309, increasing the contract upper limit by \$223,720.00, from \$580,000.00 to \$803,720.00. It is necessary and in the best interest of the Tollway to accept the proposal from Terra Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Terra Engineering Ltd., consistent with the aforementioned proposal, to increase the contract upper limit by \$223,720.00, 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 the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21944

Background

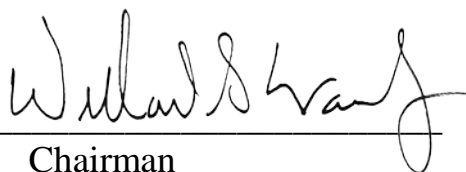
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21340 approved August 24, 2017, entered into an Agreement with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. on Contract I-17-4677 for Design Services on the Elgin O’Hare Western Access Tollway (I-490) from Mile Post 4.3 (Devon Avenue) to Mile Post 5.1 (Pratt Boulevard).

Per Tollway request, RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4677, increasing the contract upper limit by \$1,133,538.16, from \$8,000,000.00 to \$9,133,538.16. It is necessary and in the best interest of the Tollway to accept the proposal from RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with RS&H, Inc./Toltz, King, Duvall, Anderson and Associates, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$1,133,538.16, 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. 21945

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21339 approved August 24, 2017, entered into an Agreement with Burns & McDonnell Engineering Company, Inc. on Contract I-17-4678 for Design Services on the Elgin O’Hare Western Access Tollway (I-490) from Mile Post 5.1 (Pratt Boulevard) to Mile Post 5.8 (Touhy Avenue).

Per Tollway request, Burns & McDonnell Engineering Company, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4678, increasing the contract upper limit by \$950,000.00, from \$5,500,000.00 to \$6,450,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Burns & McDonnell Engineering Company, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Burns & McDonnell Engineering Company, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$950,000.00, 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 the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21946

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Board of Trustees of the University of Illinois (“University”) to continue its relationship with the Wetlands Geology Section of the Illinois State Geological Survey, which is based out of the University, for a five-year term, to collect and interpret hydrogeological and geochemical data to assess the effectiveness of the Tollway’s environmental projects in satisfying permit conditions and other purposes (“Project”). The University will be monitoring and evaluating eight different projects throughout the Tollway system and has the capacity and flexibility to respond to future undetermined tasks at the Tollway’s request. The cost of the Project is not to exceed \$5,828,304.00.

Resolution

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

Approved by: William S. Kravitz
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 20____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", each individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, to facilitate the free flow of traffic and further the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to new facilities and improvements to existing facilities along the Toll Highway system and are substantially included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY desires to continue its relationship with the Wetlands Geology Section of the Illinois State Geological Survey (ISGS), a division of the Prairie Research Institute, which is based out of the UNIVERSITY to, among other things, properly collect and interpret hydrogeological and geochemical data to assess the effectiveness of the ILLINOIS TOLLWAY's environmental projects in satisfying permit conditions and other purposes, hereinafter referred to as the "PROJECT"; and

WHEREAS, the UNIVERSITY has demonstrated the necessary expertise and facilities to perform the above services; and

WHEREAS, the UNIVERSITY has submitted a scope of work and budget for five (5) years to collect and analyze hydrogeological, water quality, and geochemical data for the ILLINOIS TOLLWAY, hereinafter referred to as the "PROPOSAL", and attached hereto as "Exhibit A"; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as XXXXXX-XX, desire to determine and establish their respective responsibilities toward data collection, monitoring, analyzing and funding of the PROJECT as proposed; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the “University of Illinois Act” 110 ILCS 305/1 *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:

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the collection and interpretation of hydrogeological, water quality, and geochemical data to assess the effectiveness of the ILLINOIS TOLLWAY’s environmental projects in satisfying permit conditions and for other purposes.
- B. The scope of work consists of the components as set forth in the PROPOSAL entitled “Evaluation of Environmental Impacts of Runoff from Tollways and Treatment Effectiveness of Best Management Practices”, submitted by Keith W. Carr and Geoffrey E. Pociask.
- C. The UNIVERSITY is to furnish the personnel, materials, services, facilities and equipment for conducting the collection and interpretation of hydrogeological, water quality, and geochemical data to assess the effectiveness of the ILLINOIS TOLLWAY’s environmental projects in satisfying permit conditions and for other purposes for the ILLINOIS TOLLWAY.

ARTICLE II – Tasks

- A. The tasks as outlined in this AGREEMENT are detailed in the PROPOSAL (Exhibit A), and which is incorporated by reference herein. The schedule for deliverables of any task shall comply with the PROPOSAL included in Exhibit A or as required by the ILLINOIS TOLLWAY.
- B. The tasks shall be in substantial conformance with the PROJECT details of the PROPOSAL

ARTICLE III – Expected Outcomes and Benefits

As specified in more detail in the PROPOSAL (Exhibit A):

- A. Monitoring of Bioswale Performance along I-294 between Touhy Avenue and Lake-Cook Road

1. Evaluate total dissolved solids (“TDS”) and total suspended solids (“TSS”) loads at various bioswale input and output locations.
 2. Assess migration of chloride and metals into groundwater, and trends in groundwater levels within and adjacent to various bioswales.
- B. Monitoring of Surface Water Quality in the Elgin-O’Hare Expressway Eastward Extension and O’Hare Airport Western Access Project (EOWA) Corridor, and Along I-90 (Jane Addams Memorial Tollway)
1. Estimate and TDS and TSS concentrations upstream and downstream of I-390 and I-90 to evaluate roadway impacts.
 2. Estimate chloride loads where discharge data is available.
- C. I-90 Bridge over the Fox River (Trout Park)
- Evaluate changes in groundwater levels and chloride concentrations to determine responses to Tollway mitigation measures and assess impacts from roadway runoff.
- D. Migration of Chloride off Tollway into Adjacent Areas
1. Map groundwater levels and specific conductivity to identify gradient and flow directions and potential distribution of chloride in groundwater adjacent to the Tollway.
 2. Evaluate trends in chloride over time to establish migration patterns.
- E. Monitoring of Performance of Four Bioswales along I-90 and I-390
1. Evaluate the effectiveness of two wet and two dry bioswales in treating TSS, TDS and.
 2. Develop site-specific models for TDS, TSS, and chloride concentrations.
- F. Monitoring of Surface Water Quality along a 22-mile Segment of the Central Tri-State Tollway (I-294)
1. Estimate and TDS and TSS concentrations upstream and downstream of the Tollway to evaluate roadway impacts.
 2. Estimate chloride loads where discharge data are available.

G. Function of Water Quality Vaults / Filter Catch basins along I-90

Evaluate the effect of water quality vaults / filter catch basins in treating TDS and TSS.

H. Monitoring of Surface Water Quality Adjacent to the Edens Spur (I-94)

1. Estimate chloride and TDS concentrations upstream and downstream of the Tollway to evaluate roadway impacts.

2. Estimate chloride loads where discharge data are available.

I. Other System-Wide Priorities

To allow for capacity and flexibility to respond to monitoring tasks yet to be determined by the Tollway as described in the PROPOSAL (Exhibit A).

ARTICLE IV – Deliverables

A. The deliverables will be transmitted by the UNIVERSITY to the ILLINOIS TOLLWAY and include written reports documenting the findings for each task, and on the schedule, as outlined in the PROPOSAL.

B. The UNIVERSITY shall also furnish in a timely manner all reports or other deliverables (whether oral, electronic, or written) detailed in the PROPOSAL in the time specified therein except as may be modified by authorized representatives of the PARTIES in writing.

ARTICLE V – Financial Terms and Termination

A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and included in the UNIVERSITY'S PROPOSAL

B. The funding for the collection and analysis of hydrogeological and geochemical data for the ILLINOIS TOLLWAY shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.

C. The UNIVERSITY will be paid based upon its invoice(s), which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated in this AGREEMENT in substantial conformance with the budget included in the PROPOSAL.

- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. Unless subsequently agreed in writing by authorized representatives of the PARTIES, the term of this AGREEMENT shall be 60 months, with an estimated commencement date of February 1, 2020. It is mutually agreed that the budget shall not exceed \$5,828,304.00 for the term of this AGREEMENT, unless the parties mutually agreed to an authorized modification in writing.
- F. By agreement, if requested in writing by the UNIVERSITY, the Chief Engineering Officer of the ILLINOIS TOLLWAY may authorize the UNIVERSITY to continue its research, reporting, and other work as defined in the PROPOSAL at no additional cost to the ILLINOIS TOLLWAY up to 24 additional months, without amending this AGREEMENT.
- G. To the extent, that travel will be required for specific tasks of this AGREEMENT, all travel will be reimbursed in accordance with the PROPOSAL (Exhibit A).
- H. In the event of any termination prior to completion of the hydrogeological and geochemical survey and monitoring or any other research, data collection, or other similar work as set out in the PROPOSAL (Exhibit A), the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$5,828,304.00, the total cost set forth above in Article V, Paragraph E. The ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final report summarizing the work performed and results thereof, through the date of termination.
- I. Nothing in this AGREEMENT shall be construed to require the PARTIES to contract for services and studies or to preclude the PARTIES from entering into a subsequent Agreement(s) as to some or all of the components of the PROPOSAL (Exhibit A), or for other or different studies, consultations or services in relation to the same subject matter of the hydrogeological and geochemical survey and monitoring efforts.

ARTICLE VI – Work Product and Documents

- A. The UNIVERSITY shall retain title to equipment and all other items purchased with the funds provided by the ILLINOIS TOLLWAY under this AGREEMENT.

- B. Each PARTY, including its agents and subcontracts to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the other PARTY in the course of carrying out its responsibilities under this AGREEMENT. (Confidential Data). Any form of data resulting from the finished PROJECT that is generated from any input data of or from the ILLINOIS TOLLWAY shall be considered Confidential Data. For any remaining data preferably prior to disclosure or transmission of Confidential Data to the receiving PARTY, the disclosing PARTY shall designate the data or information as being confidential. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as required by law, without the advanced written approval of the other PARTY. The receiving PARTY must return any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; or is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information. The confidentiality requirements in this Section will not prohibit the UNIVERSITY for publishing as outlined in ARTICLE VI-E.
- C. The UNIVERSITY will promptly notify the ILLINOIS TOLLWAY of any demand to disclose confidential information made under authority of law, including but not limited to an order of a court of competent jurisdiction or administrative body, a subpoena, or a valid public records request under the Illinois Freedom of Information Act. To the extent legally permissible, and no sooner than five (5) business days, UNIVERSITY will notify the ILLINOIS TOLLWAY of the demand and will disclose only such confidential information as the demand requires. In no event will UNIVERSITY be in breach of this AGREEMENT for its good faith compliance with applicable law.
- D. Ownership. Deliverables are those tangible items and the intangible (intellectual) property identified and included in the PROPOSAL (Exhibit A) as outputs, reports, or deliverables whether electronic, oral, or written. The ILLINOIS TOLLWAY grants the UNIVERSITY shared ownership of all such work product identified and detailed in the PROPOSAL (Exhibit A) as a Deliverable.
- E. The UNIVERSITY shall have the right to publish or otherwise disclose the results of the collection and analysis of hydrogeological and geochemical data for the ILLINOIS TOLLWAY, without the ILLINOIS TOLLWAY's approval, except for any Confidential Data as defined in ARTICLE VI-B above. Permitted publications

and disclosures resulting from this AGREEMENT shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY.

- F. The UNIVERSITY shall furnish to the ILLINOIS TOLLWAY, no later than the time of the final invoice, or within forty-five (45) days of termination of this AGREEMENT, whichever is earlier, a final technical report summarizing the work performed and the results thereof.

ARTICLE VII – Insurance

- A. The UNIVERSITY shall maintain for the duration of the PROJECT, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the research by the UNIVERSITY or its subcontractor(s). UNIVERSITY insurance documentation, including General Liability, Excess General Liability, Automobile Liability, and Workers' Compensation Liability is attached herein as "Exhibit B".
- B. The ILLINOIS TOLLWAY together with its officials, directors and employees shall be named as "Additional Insureds" for the commercial general liability coverage, with respect to liability arising out of the work or operations performed by or on behalf of the UNIVERSITY. Commercial general liability coverage shall be primary for the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other coverage be primary, contributing or excess. Commercial general liability policy shall contain a waiver of subrogation waiving any right of recovery that the insurance company may have against the ILLINOIS TOLLWAY or any other Additional Insured.
- C. The University's auto liability coverage is provided through the State of Illinois Auto Liability Self Insurance Plan. Central Management Services (CMS) is the State agency with the responsibility of administering the Plan. The UNIVERSITY's Workers' Compensation and Employer's Liability coverage is provided through the UNIVERSITY's Workers' Compensation Self-Insurance Plan.
- D. Contractors and Subcontractors: The UNIVERSITY shall require that all contractors and subcontractors, if any, maintain insurance for commercial general liability, automobile liability, and workers' compensation and employer's liability. The UNIVERSITY, to the best of its ability, shall ensure that the ILLINOIS TOLLWAY, its officers, directors, and employees are included additional insureds on all liability insurance required of contractors and subcontractors.

ARTICLE VIII – General Provisions

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any project where the ILLINOIS TOLLWAY funds are used in the hydrogeological and geochemical monitoring associated with ILLINOIS TOLLWAY construction activities. Such acknowledgement shall be made in any project reports or presentations.
- B. Neither PARTY will state or imply in any publication, advertisement, or other medium that any product or service bearing the name of the other PARTY, and manufactured, sold, published or distributed by that PARTY were approved or endorsed by the other PARTY.
- C. Each PARTY shall be responsible for injuries to persons and damages to tangible property to the extent caused by its actions, inactions, errors and omissions, including those of its officers, employees and agents, acting in the scope of their employment or agency in performing this AGREEMENT.
- D. The UNIVERSITY agrees that in the performance of this AGREEMENT for the hydrogeological and geochemical survey and monitoring efforts, the UNIVERSITY including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by either PARTY without the prior written consent of the other PARTY.
- G. It is understood and agreed that this AGREEMENT, along with its exhibits, 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.
- H. Wherever in this AGREEMENT approval or review by either the UNIVERSITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld, subject to the discretion of the Board of Directors of the ILLINOIS TOLLWAY.
- I. In the event of a dispute between UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Associate Vice Chancellor for Research, Director of Sponsored Programs Administration of the UNIVERSITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution

of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the hydrogeological and geochemical monitoring associated with ILLINOIS TOLLWAY construction activities, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

- J. 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.
- K. The UNIVERSITY certifies that its correct Federal Tax Identification number is 37-6000511 and it is doing business as a governmental entity, whose mailing address is University of Illinois, c/o Sponsored Programs Administration, 1901 South First Street, Suite A, Research Park, Champaign, Illinois 61820.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns. This AGREEMENT shall not create nor be construed to create any rights or causes of action in any third-party.
- N. The failure by the ILLINOIS TOLLWAY or the UNIVERSITY 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 UNIVERSITY unless such provision is waived in writing.
- O. 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 the Circuit Court of Du Page County, Illinois, exclusively.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois State Toll Highway
Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
pkovacs@getipass.com

Copy to:

Attn: Environmental Policy Manager
bwagner@getipass.com

To the UNIVERSITY:

University of Illinois, c/o
Sponsored Programs Administration,
1901 South First Street, Suite A,
Champaign, Illinois 61820-7406
Attn: Director Robin Beach

By agreement, the PARTIES may change the addresses, e-mail addresses, or contact information under this paragraph by proper notice without amending this AGREEMENT.

- Q. The UNIVERSITY 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.
- R. The UNIVERSITY certifies that neither the UNIVERSITY 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).
- S. Forced Labor. The UNIVERSITY 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).
- T. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Department of Internal Audit, or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- U. The UNIVERSITY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain

matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The UNIVERSITY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Avijit Ghosh
Comptroller

Date: _____

Signature of Comptroller Delegate
Julie Robinson,
Associate Director

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Willard S. Evans, Jr.
Chairman

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General, State of Illinois

RESOLUTION NO. 21947

Background

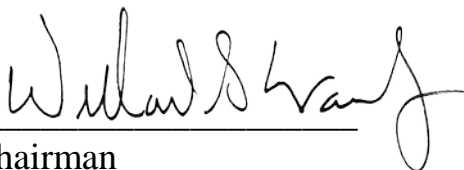
To obtain certainty of payment as well as financial benefit, it is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into a Second Intergovernmental Agreement Addendum with the Northwest Suburban Municipal Joint Action Water Agency ("NSMJAWA") providing for early payment of monies NSMJAWA agreed to reimburse the Tollway. NSMJAWA previously agreed to reimburse the Tollway, by January 1, 2024, \$73,115,000 for relocation of NSMJAWA transmission lines affected by I-90 reconstruction. The current balance of NSMJAWA's reimbursement obligation is \$67,115,000. NSMJAWA proposes to pay the Tollway \$65,615,000, on or before May 1, 2020, reflecting a \$1,500,000 discount in its original reimbursement obligation. The financial relief to be provided to NSMJAWA will enable it to better assist the municipalities it serves to remain competitive in attracting new business, a potential benefit for the Illinois Tollway.

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 Northwest Suburban Municipal Joint Action Water Agency in substantially the form attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



**SECOND INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY**

This Second Intergovernmental Agreement Addendum (“SECOND ADDENDUM”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (“ILLINOIS TOLLWAY”), an instrumentality and administrative agency of the State of Illinois, and THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY (“NSMJAWA”), a municipal corporation and public body politic of the State of Illinois, individually referred to as “PARTY” and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, NSMJAWA owns, operates and maintains a water transmission system (“FACILITIES”) serving residents and businesses in the municipalities of Elk Grove Village, Hanover Park, Hoffman Estates, Mount Prospect, Rolling Meadows, Schaumburg, and Streamwood (“MUNICIPALITIES”); and

WHEREAS, the ILLINOIS TOLLWAY and NSMJAWA entered into an Easement Agreement in March 1984, (“ORIGINAL AGREEMENT”) (“Exhibit A”) pursuant to which the PARTIES established their responsibilities with respect to the terms and conditions for the installation, maintenance, operation and relocation of NSMJAWA’s water transmission system for ILLINOIS TOLLWAY projects as well as the responsibilities for the associated costs and expenses; and

WHEREAS, the ILLINOIS TOLLWAY and NSMJAWA entered into a First Intergovernmental Agreement Addendum in March 2014, (“FIRST ADDENDUM”) (“Exhibit B”) pursuant to which the PARTIES established their respective responsibilities regarding NSMJAWA FACILITIES interfering with reconstruction and widening of the Jane Addams Memorial Tollway (I-90), including engineering, review and approval of plans, construction, inspection, funding, maintenance and future rights concerning the FACILITIES; and

WHEREAS, the PARTIES agreed that repayment costs, excluding interest, of the relocated FACILITIES to be paid by NSMJAWA to the ILLINOIS TOLLWAY would not exceed \$73,115,000, and that the final and complete reimbursement payment would be made no later than January 1, 2024; and

WHEREAS, the current balance due to the ILLINOIS TOLLWAY from NSMJAWA is \$67,115,000, with the next installment payment due no later than July 1, 2020; and

WHEREAS, NSMJAWA proposes to provide an early payoff of the balance due to the ILLINOIS TOLLWAY, on or before May 1, 2020, including a discount of \$1,500,000 (“Exhibit C”); and

WHEREAS, providing a discount of \$1,500,000 is beneficial to each the PARTY, providing financial relief to NSMJAWA, enabling it to better assist the MUNICIPALITIES in retaining existing, and attracting new businesses, and to the ILLINOIS TOLLWAY by providing certainty of payment in advance, and being a catalyst for economic growth in the area, creating more potential ILLINOIS TOLLWAY Toll Highway users; and

WHEREAS, the ILLINOIS TOLLWAY agrees to provide a cost reduction of \$1,500,000 to NSMJAWA, and accept \$65,615,000 as payment in full of the debt owed if full payment is made on or before May 1, 2020; and

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/1, *et seq.*, subject to ILLINOIS TOLLWAY Board of Directors approval, is authorized to enter into this SECOND ADDENDUM;

WHEREAS, NSMJAWA, consists of seven (7) Illinois municipalities located in the Northwest Suburbs of Chicago in an area served by a portion of the Toll Highway and organized pursuant to Article VII, Section 10 of the Illinois Constitution and the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 *et seq.*; and

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

AGREEMENT

- A. Except as set forth below, all provisions contained in the ORIGINAL AGREEMENT, and the FIRST ADDENDUM that are not in conflict with this SECOND ADDENDUM shall remain in full force and effect.
- B. Article IV, Paragraphs H., I., J., and K. of the FIRST ADDENDUM are hereby stricken and replaced with the following:
 - 1. “The PARTIES agree that before interest, repayment costs of the relocated FACILITIES to be paid by NSMJAWA to the ILLINOIS TOLLWAY would not exceed \$73,115,000, and that NSMJAWA shall reimburse the ILLINOIS TOLLWAY a minimum of \$1,000,000 annually beginning July 1, 2014 through July 1, 2021, with no interest charges through 2020. As of December 31, 2019, the outstanding amount due from NSMJAWA to the ILLINOIS TOLLWAY is \$67,115,000.”

2. "The PARTIES agree that upon receipt of an invoice from the ILLINOIS TOLLWAY, NSMJAWA shall, on or before May 1, 2020 make payment(s) to the ILLINOIS TOLLWAY totaling \$65,615,000, allowing for a \$1,500,000 reduction of the amount owed for repayment costs of the relocated FACILITIES, and that the ILLINOIS TOLLWAY shall consider this amount to be payment in full for repayment costs of the relocated FACILITIES."
 3. "If payment(s) of \$65,615,000 from NSMJAWA to the ILLINOIS TOLLWAY is not received by close of business May 1, 2020, this SECOND ADDENDUM becomes null and void and the financial terms of the FIRST ADDENDUM shall control."
- C. This SECOND ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same document.
- D. This SECOND ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- E. The information contained in the recital section of this SECOND ADDENDUM is agreed to and incorporated in this SECOND ADDENDUM.

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

THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY

By: _____
Kevin C. Lockhart
Executive Director

Attest: _____

Print Name

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21948
AMENDING RESOLUTION NO. 21928

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 21928 as preceded by Resolutions 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771, identified specific parcels that were required for Tollway purposes. Resolution 21928 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 21928, 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. 21948

AMENDING RESOLUTION NO. 21928

Resolution – Continued

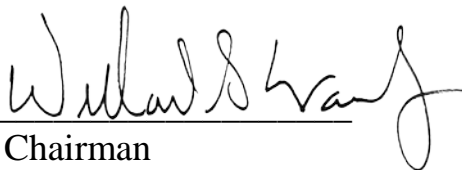
compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

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



01/16/20

6.5/3

RESOLUTION NO. 21948
AMENDING RESOLUTION NO. 21928

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 71 st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook
TW-3B-16-028	18-29-100-026	Cook

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

PREVIOUSLY IDENTIFIED PARCELS		
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
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

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

PREVIOUSLY IDENTIFIED PARCELS		
Parcel	PIN NUMBER/OR DESCRIPTION	County
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
TW-5-16-094	18-06-126-022	Cook
TW-6B-16-009	15-18-500-001	Cook
TW-3A-16-042	23-01-109-007	Cook
TW-3A-16-082	23-01-105-006	Cook
TW-5-16-002	18-19-403-016	Cook
TW-5-16-016	18-18-304-014	Cook
TW-5-16-017	18-18-304-013	Cook
TW-5-16-018	18-18-411-001, 18-18-412-001	Cook
TW-5-16-019	18-18-304-012	Cook
TW-5-16-020	18-18-304-011	Cook
TW-5-16-021	18-18-304-010	Cook
TW-5-16-022	18-18-304-009	Cook

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

PREVIOUSLY IDENTIFIED PARCELS		
Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-5-16-023	18-18-304-007, 18-18-304-008	Cook
TW-5-16-057	18-07-109-015, 18-07-109-016	Cook
TW-5-16-063	18-07-102-009, 18-07-102-010 18-07-102-011, 18-07-102-012	Cook
TW-6C-16-002	15-18-107-015, 15-18-107-019 15-18-107-020, 15-18-107-021	Cook

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

Parcel	ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-014	23-01-301-042	Cook
TW-3A-16-015	23-01-301-041	Cook
TW-3A-16-017	23-01-301-040	Cook
TW-3A-16-019	23-01-301-039	Cook
TW-3A-16-020	23-01-301-022	Cook
TW-3A-16-021	23-01-301-021	Cook
TW-3A-16-024	23-01-300-019	Cook
TW-3A-16-029	23-01-300-026	Cook
TW-3A-16-046	23-01-109-034	Cook
TW-3A-16-052	23-01-117-014-1001 through 1012	Cook
TW-3A-16-054	23-01-117-013-1001 through 1048	Cook
TW-3A-16-056	23-01-113-010	Cook
TW-3A-16-057	23-01-113-003, 23-01-113-004, 23-01-113-005	Cook
TW-3A-16-059	18-36-319-036	Cook
TW-3A-16-063	18-35-407-008, 18-35-407-010	Cook
TW-3A-16-070	18-35-407-041	Cook
TW-5-16-005	18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011	Cook
TW-5-16-143	THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN HIGHLANDS, SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 2 DEGREES 17 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 10 (EXCEPT THE NORTH 17 FEET OF LOT 10), 43.31 FEET; THENCE SOUTH 85 DEGREES 42 MINUTES 02 SECONDS WEST, 115.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 24 MINUTES 47 SECONDS EAST, 481.67 FEET; THENCE SOUTH 57 DEGREES 35 MINUTES 13 SECONDS WEST, 60.00 FEET TO THE WESTERLY LINE OF FLAGG CREEK; THENCE NORTH 32 DEGREES 24 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 513.72 FEET; THENCE NORTH 85 DEGREES 42 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE, 68.03 FEET TO THE POINT OF BEGINNING	Cook

RESOLUTION NO. 21949
AMENDING RESOLUTION NO. 21848

Background

Resolutions 19584, 21606 and 21846 authorized acquisition of needed parcels and expenditures up to \$60,000,000.00 for any and all land acquisition fees, costs and expenditures necessary for Systemwide Projects, Project No. RR-18-4408 (“Project No. RR-18-4408”). Resolution 21848, as proceeded by Resolution 21698 identified specific parcels that were required for Tollway purposes. Resolution 21848 must be further amended to identify and add additional parcels to provide the Tollway’s Land Acquisition unit 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, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 21848, 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 Resolutions 19584, 21606 and 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,

RESOLUTION NO. 21949
AMENDING RESOLUTION NO. 21848

Resolution – Continued

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.

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,

01/16/20

6.5/4

RESOLUTION NO. 21949
AMENDING RESOLUTION NO. 21848

Resolution – Continued

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: William S. Kravitz
Chairman

01/16/20

6.5/4

RESOLUTION NO. 21949
AMENDING RESOLUTION NO. 21848

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
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

NEWLY IDENTIFIED PARCELS		
Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-13A-19-001	07-09-202-001, 07-09-409-003, 07-09-409-005	Lake
TW-13A-19-002	07-09-200-034	Lake