

## RESOLUTION NO. 22250

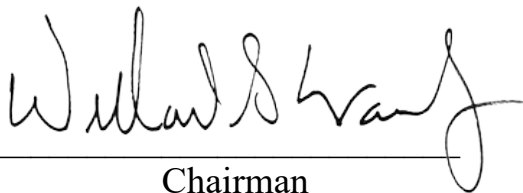
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Technology Professional Services (“Contract 13-0218”) from SDI Presence LLC. The Tollway requires additional Technology Professional Services. It is in the best interest of the Tollway to amend Contract 13-0218 and increase the upper limit of compensation by an amount not to exceed \$3,340,000.00.

**Resolution**

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0218 for the purchase of additional Technology Professional Services from SDI Presence LLC is approved in an amount not to exceed \$3,340,000.00 (increase from \$30,944,000.00 to \$34,284,000.00) during the current fiscal year. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

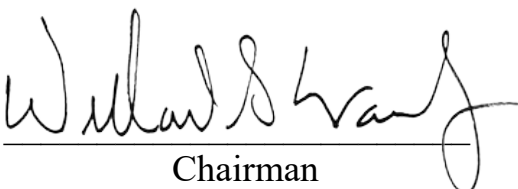
## RESOLUTION NO. 22251

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Microsoft Software, Maintenance, Support and Services through the Illinois Department of Innovation & Technology’s (“DoIT”) master contract with Dell Technologies Inc., Tollway Contract No. 21-0101, for an upper limit of compensation not to exceed \$1,730,050.75. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

**Resolution**

Utilization of the DoIT master contract for the purchase of Microsoft Software, Maintenance, Support and Services from Dell Technologies Inc. is approved in an amount not to exceed \$1,730,050.75 during the current fiscal year. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22252

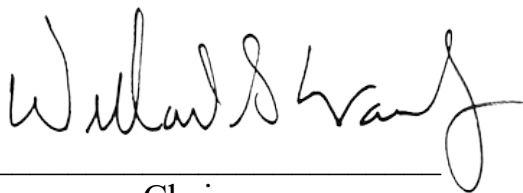
**Background**

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Payment Card Industry Compliance Services. Pursuant to the Tollway's Invitation for Bid No. 18-0164RR, the Tollway has determined that DirectDefense, Inc. is the lowest responsive and responsible bidder for Payment Card Industry Compliance Services for an upper limit of compensation not to exceed \$870,000.00 for an initial three-year term and an amount not to exceed \$560,000.00 for a possible two-year renewal term.

**Resolution**

The bid from DirectDefense, Inc. for the purchase of Payment Card Industry Compliance Services is accepted. Contract No. 18-0164RR is approved in an amount not to exceed \$870,000.00 for an initial three-year term and an amount not to exceed \$560,000.00 for a possible two-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

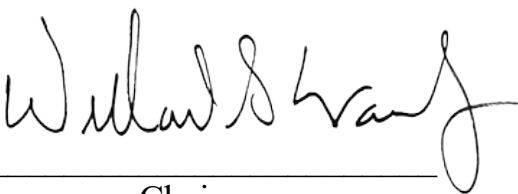
## RESOLUTION NO. 22253

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Global Navigation Satellite System Equipment (Contract No. 17-0147R) from Topcon Solutions, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to renew the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$162,792.00 for the purchase of additional Global Navigation Satellite System Equipment.

**Resolution**

The renewal and associated increase to the upper limit of compensation of Contract No. 17-0147R for the purchase of additional Global Navigation Satellite System Equipment from Topcon Solutions, Inc. is approved in an amount not to exceed \$162,792.00 (increase from \$114,240.00 to \$277,032.00) during the current fiscal year. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

## RESOLUTION NO. 22254

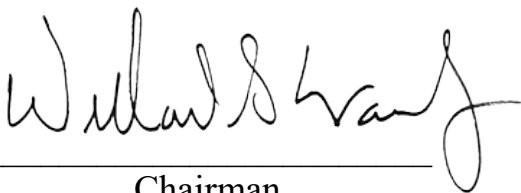
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Vehicle Hoist Inspection, Repair and Certification Services (“Contract No. 15-0050”) from Standard Industrial & Automotive Equipment, Inc. The Tollway requires additional Vehicle Hoist Inspection, Repair and Certification Services. It is in the best interest of the Tollway to renew Contract No. 15-0050 and increase the upper limit of compensation by an amount not to exceed \$120,000.00.

**Resolution**

The renewal and associated increase to the upper limit of compensation of Contract No. 15-0050 for the purchase of additional Vehicle Hoist Inspection, Repair and Certification Services from Standard Industrial & Automotive Equipment, Inc. is approved in an amount not to exceed \$120,000.00 (increase from \$238,774.85 to \$358,774.85) during the current fiscal year. The Chairman and Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 22255

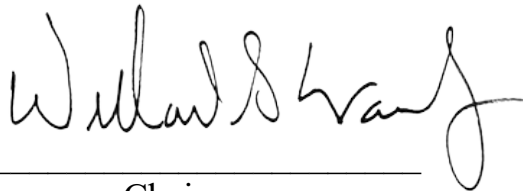
**Background**

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Fleet Fuel Card Services through the Central Management Services (“CMS”) master contract with WEX Bank (“Tollway Contract No. 16-0085”). The Tollway requires additional Fleet Fuel Card Services. Pending the successful completion of all predicate steps relating to the CMS master, it is in the best interest of the Tollway to continue to utilize the CMS master contract and increase the upper limit of compensation on Tollway Contract No. 16-0085 by an amount not to exceed \$260,000.00 for the purchase of additional Fleet Fuel Card Services. 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 on Tollway Contract No. 16-0085 for the purchase of additional Fleet Fuel Card Services from WEX Bank is approved in an amount not to exceed \$260,000.00 (increase from \$300,000.00 to \$560,000.00). The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 22256

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4558 for I-90 Pavement Repairs at IL 53 on the Jane Addams Tollway (I-90) from Mile Post 67.1 to Mile Post 67.7. The lowest responsive and responsible bidder on Contract No. I-21-4558 is Lion Construction I, LLC in the amount of \$1,089,361.89.

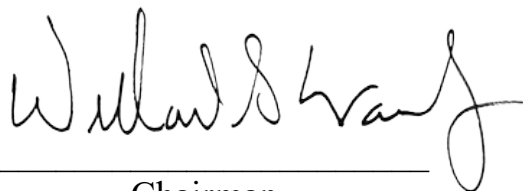
**Resolution**

Contract No. I-21-4558 is awarded to Lion Construction I, LLC in the amount of \$1,089,361.89, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 22257

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4584 for Right-of-Way Fence Installation IL 390 on the Elgin O’Hare Western Access Tollway (I-390) from Mile Post 16.2 (IL 83) to Mile Post 16.6 (York Road). The lowest responsive and responsible bidder on Contract No. RR-21-4584 is Meru Corporation in the amount of \$283,395.00.

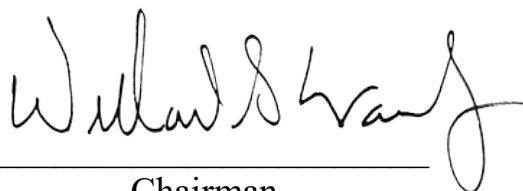
**Resolution**

Contract RR-21-4584 is awarded to Meru Corporation in the amount of \$283,395.00, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

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

Approved by: \_\_\_\_\_



Chairman



## RESOLUTION NO. 22258

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4580 for M-8 Maintenance Facility Eastbound Access on the Reagan Memorial Tollway (I-88) from Mile Post 117.7 to Mile Post 117.9. The lowest responsive and responsible bidder on Contract No. RR-21-4580 is Foundation Mechanics, LLC in the amount of \$770,804.56.

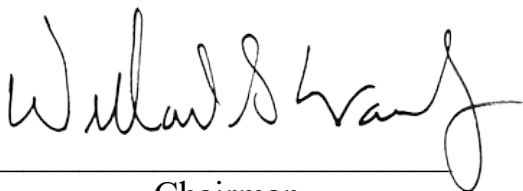
**Resolution**

Contract No. RR-21-4580 is awarded to Foundation Mechanics, LLC in the amount of \$770,804.56, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 22259

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-21-9230 for Pavement Marking, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-21-9230 is Marking Specialists Corporation in the amount of \$1,473,555.65.

**Resolution**

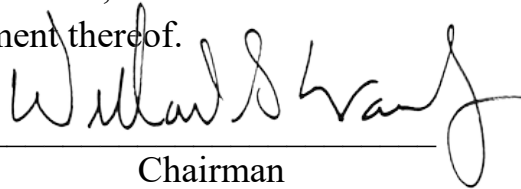
Contract No. RR-21-9230 is awarded to Marking Specialists Corporation in the amount of \$1,473,555.65, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: \_\_\_\_\_

Chairman



## RESOLUTION NO. 22260

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-21-4575R for Plaza Improvements on the Tri-State Tollway and Edens Spur Tollway (I-94) from Mile Post 12.8 to Mile Post 27.4 and on the Tri-State Tollway (I-294) from Mile Post 44.2 to Mile Post 49.9. The lowest responsive and responsible bidder on Contract No. RR-21-4575R is Western Remac, Inc. in the amount of \$2,134,078.70.

**Resolution**

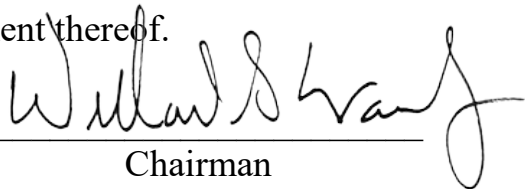
Contract No. RR-21-4575R is awarded to Western Remac, Inc. in the amount of \$2,134,078.70, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: \_\_\_\_\_

Chairman



## RESOLUTION NO. 22261

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4550 for Pedestrian Bridge Construction on the Tri-State Tollway (I-294) at Mile Post 26.5. The lowest responsive and responsible bidder on Contract No. RR-20-4550 is Lorig Construction Company in the amount of \$6,218,133.36.

**Resolution**

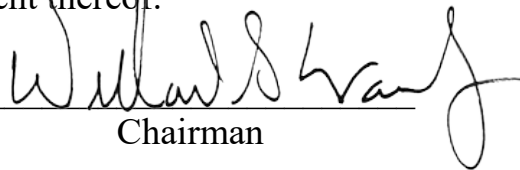
Contract No. RR-20-4550 is awarded to Lorig Construction Company in the amount of \$6,218,133.36, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: \_\_\_\_\_

Chairman



## RESOLUTION NO. 22262

**Background**

On February 23, 2000, The Illinois State Toll Highway Authority (“Tollway”) and the Illinois Department of Transportation (“Department”) entered into an Intergovernmental Agreement regarding, among other things, the Department’s I-294/I-57 interchange project (“Project”), which Project necessitated modification and improvement of Tollway facilities that intersect with and/or cross roads under the Department’s jurisdiction. Subsequently, as set forth in a December 14, 2011 Memorandum of Understanding (“MOU”), the Tollway and the Department updated their agreements regarding the Project and identified the cost participation of each party for construction of the Project. Per the MOU, each party is responsible for 50% of the cost for Phase I of the Project, including engineering, right-of-way acquisition and construction, and the Tollway is responsible for 100% of the cost of Phase II of the Project, including credit to the Department for engineering work it performed for Phase II.

Based on final engineering and construction costs for Phase I of the Project, and the estimated cost of right-of-way acquisition for Phase I, the Department is reimbursing the Tollway in the approximate amount of \$15,686,593 but, per the MOU, the Department will pay its full share of the actual costs.

It is in the best interest of the Tollway to enter into the Intergovernmental Agreement to memorialize the Tollway’s and Department’s understandings and agreements regarding the Project.

**Resolution**

The acting Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the Department in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval

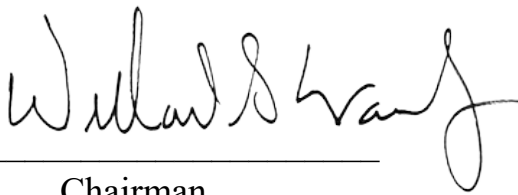
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RESOLUTION NO. 22262

**Resolution - Continued**

of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:   
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") effective upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, ("ILLINOIS TOLLWAY"), and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, ("DEPARTMENT"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the PARTIES have entered into an Intergovernmental Agreement, fully executed February 23, 2000 ("Exhibit A"), affirmed and updated through a Memorandum of Understanding fully executed December 14, 2011 ("Exhibit B") to identify and document the cost participation of each PARTY for the construction of a full access system interchange between I-294 and I-57 ("PROJECT");

WHEREAS, in the aforementioned Intergovernmental Agreement, and Memorandum of Understanding, the PARTIES agreed that the PROJECT would be constructed in two phases, with 50% of the costs for the first phase of the PROJECT, including engineering, right of way acquisition, and construction costs, being the responsibility of the DEPARTMENT, and the other 50% of the costs for of the first phase of the PROJECT being the responsibility of the ILLINOIS TOLLWAY, and 100% of the costs of the second phase of the PROJECT being the responsibility of the ILLINOIS TOLLWAY;

WHEREAS, there is currently an outstanding balance of debt owed to the ILLINOIS TOLLWAY from the DEPARTMENT for the first phase of the PROJECT ("Exhibit C");

WHEREAS, the purpose of this AGREEMENT is to confirm the balance of debt owed to the ILLINOIS TOLLWAY from the DEPARTMENT and authorize payment of said debt by the DEPARTMENT to the ILLINOIS TOLLWAY;

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in the State Administration of Highway Act, 605 ILCS 5/4-101, *et seq.* is authorized to enter into this AGREEMENT; and

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

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

**I. ENGINEERING**

- A. The PARTIES agree that each PARTY is responsible for 50% of the cost of engineering for the first phase of the PROJECT.
- B. The PARTIES agree that the ILLINOIS TOLLWAY is responsible for the full cost of engineering for the second phase of the PROJECT, and that the DEPARTMENT shall receive credit for engineering work performed on behalf of the ILLINOIS TOLLWAY for the second phase of the PROJECT.

**II. RIGHT-OF-WAY**

The PARTIES agree that each PARTY is responsible for 50% of the cost of the right-of-way acquisition for the first phase of the PROJECT.

**III. CONSTRUCTION**

The PARTIES agree that each PARTY is responsible for 50% of the cost of construction for the first phase of the PROJECT.

**IV. FINANCIAL**

- A. The PARTIES agree that each PARTY is responsible for 50% of the cost of the first phase of the PROJECT, including engineering, right-of-way acquisition, and construction.
- B. The total estimated cost of the first phase of the PROJECT, including engineering, right-of-way acquisition, and construction is \$210,151,646.00, and that the estimated cost to each PARTY is \$105,075,823.00. The estimated costs breakdown as follows:

\$210,151,646.00	PROJECT first phase construction total
\$131,602,290.00	ILLINOIS TOLLWAY first phase construction expenditure
\$78,549,357.00	DEPARTMENT first phase construction expenditure
\$26,526,467.00	Owed to ILLINOIS TOLLWAY by the DEPARTMENT at first phase completion
<u>(\$10,839,874.00)</u>	Credit to the DEPARTMENT for second phase engineering work performed on behalf of the ILLINOIS TOLLWAY
\$15,686,593.00	Total estimated amount due to the ILLINOIS TOLLWAY from the DEPARTMENT for the PROJECT



- C. It is further agreed that notwithstanding the estimated cost, the PARTIES shall each be responsible for 50% of the actual costs associated with the aforementioned first phase of the PROJECT as described in this AGREEMENT.
- D. The DEPARTMENT agrees that upon full execution of this AGREEMENT, and receipt of an invoice from the ILLINOIS TOLLWAY, the DEPARTMENT will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its outstanding first phase obligation under this AGREEMENT and will pay to the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final actual costs for the first phase.
- E. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is, now and at all times, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY.

## **V. MAINTENANCE**

Maintenance responsibilities for the improvements constructed in the first phase and second phase of the PROJECT are defined in a separate Intergovernmental Agreement between the PARTIES, fully executed March 5, 2015 ("Exhibit D"), and this AGREEMENT is not intended to supersede maintenance responsibilities set forth in said Intergovernmental Agreement.

## **VI. GENERAL PROVISIONS**

- A. This AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter.
- B. The PARTIES agree that the DEPARTMENT balance due identified in Section IV., Paragraphs B. and D. above represents the balance due as identified for this PROJECT, and that subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations as soon as reasonably practicable.
- C. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. 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.

- E.** The DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is The Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- F.** The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- G.** This AGREEMENT may only be modified by a written modification executed by duly authorized representatives of the PARTIES.
- H.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- I.** The failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or 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 DEPARTMENT unless such provision is waived in writing.
- J.** It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- K.** The DEPARTMENT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the DEPARTMENT for a period of five (5) years from the later of the date of final payment under this AGREEMENT and completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
- L.** The DEPARTMENT also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DEPARTMENT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

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

To the DEPARTMENT:                              The Illinois Department of Transportation  
201 W. Center Court  
Schaumburg, Illinois 60196  
Attn: Region One Engineer

**N.** The introductory recitals included at the beginning of this AGREEMENT have been agreed to and are considered a part of and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

**STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Omer Osman  
Acting Secretary

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joanne Woodworth  
Acting Chief Fiscal Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Phillip C. Kaufmann  
Chief Counsel

Date: \_\_\_\_\_

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**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Cathy R. Williams  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kathleen R. Pasulka-Brown  
General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General

IGA\_IDOT I-294/I-57 Cost Participation\_Draft\_For IDOT Review\_08.18.2020\_rev 05.25.2021



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 25, 2000

RECEIVED  
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DESIGN

**SUBJECT: PRELIMINARY ENGINEERING**

Joint ISTHA - IDOT Agreement

① FAI Route 55

Section 0101-680K-R &  
0101-(681&682)HB

Job No. C-91-048-97  
Cook County

② FAP Route 350 (Illinois 50)  
Sections 1998-058R

and 1999-022R  
Job Nos. C-91-168-98  
and C-91-035-99  
Cook County

③ FAI Routes 290 & 88  
Section (3738 & 3838)R-1

Job No. C-91-279-99  
Cook County

④ FAI Route 57 @ FAI Route 294  
Section \_\_\_\_\_

Job No. \_\_\_\_\_  
Cook County

Mr. Kestutis P. Susinskas, P.E.  
Chief Engineer  
Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515-1703

Dear Mr. Susinskas:

The Joint Agreement providing for the subject projects has been executed by IDOT.

I am sending you an original counterpart of the executed Agreement.

Very truly yours,

Cheryl Cathey, P.E.  
Chief of Preliminary Engineering

# ILLINOIS DEPARTMENT OF TRANSPORTATION

## INTERGOVERNMENTAL

2/23/00

- ✓  
008303-1 (1) I-55@ I-294  
INTERCHANGE RAMP  
IMPROVEMENTS
- ✓  
008604-1 (2) IL 50@ 127<sup>TH</sup> ST./I-294  
INTERCHANGE RAMP  
IMPROVEMENTS
- ✓  
005900-1 (3) I-290@ I-88  
INTERCHANGE RAMP  
IMPROVEMENTS
- ✓  
005326-1 (4) I-57@ I-294  
INTERCHANGE RAMP  
IMPROVEMENTS

AGREEMENT BETWEEN  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
AND  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

THIS AGREEMENT entered into this 23rd day of February A.D. ~~19~~ 2000,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF  
TRANSPORTATION, hereinafter called the DEPARTMENT and THE ILLINOIS  
STATE TOLL HIGHWAY AUTHORITY, hereinafter called the AUTHORITY.

WITNESSETH:

WHEREAS, the DEPARTMENT, in order to facilitate the free flow of traffic and  
ensure safety to the motoring public, is desirous of improving I-55 at I-294 (Tri-State  
Tollway), known as FAI 55, Department Contract: 60277, Department Section:  
0101-680K-R & 0101-(681 & 682) HB-, Department Job No.: C-91-048-97, <sup>(2)</sup> also <sup>(3)</sup>  
improving Illinois Route 50 at 127th Street and I-294 (Tri-State Tollway), known as FAP  
350, Department Contracts: 60592 and 60685, Department Sections: 1998-058R and  
1999-022R, Department Job Nos.: C-91-168-98 and C-91-035-99, and <sup>(4)</sup> also improving  
I-290 at I-88 (East-West Tollway) and I-88 (East West Tollway) to East of U.S. Route  
12/20/45 (Mannheim Road), known as Department Contract: 60772, Department  
Section: (3738 & 3838) R-1, Department Job No.: C-91-279-99, (hereinafter referred to  
collectively as the "DEPARTMENT PROJECTS") by making the following  
improvements (as shown on the approved plans):

008303-1 **I-55 at I-294 Interchange Ramp Improvements**  
**Cook County, Illinois**

**SCOPE OF WORK**

The scope of work consists of ramp reconstruction, ramp bridge replacement, ramp  
rehabilitation, interchange signing and lighting improvements, new retaining walls, and  
noise abatement wall all to improve horizontal and vertical geometry of the interchange  
ramps. Detail scope requirements are as follows:



**Contract: #60277**

1. Reconstruct Ramp AB from the south edge of the toll plaza to the match point with Ramp G and Ramp H, an approximate distance of 2,500 feet, including two new ramp bridges. Ramp AB shall consist of one 16' traffic lane in each direction with 10' outside shoulders and 2' inside shoulders. The single ramp lanes transition to two 12' lanes in each direction near the toll plaza.
2. Replace the existing I-294 Ramp AB bridge over Joliet Road (Old S.N. 016-0043) with a new bridge (New S.N. 016-2687), which shall consist of a single 129'-3" span supported on vaulted abutments. The bridge deck cross-section shall have an out-to-out width of 77'-5", consisting of a 2' inside shoulder, two 12' traffic lanes, and a 10' outside shoulder in both directions; a 2'-3" double faced median parapet; and 1'-7" parapets on the outsides of the deck. The proposed vertical clearance over EB Joliet Road shall be 14'-6."
3. Replace the existing I-294 Ramp AB bridge over I-55 (Old S.N. 016-0042) with a new bridge (New S.N. 016-2678), which shall consist of two continuous spans supported on vaulted abutments and a center pier. The north span will be 100'-2" long and the south span will be 117'-11" long. The bridge deck cross section shall have an out-to-out width of 61'-5", consisting of a 2' inside shoulder, one 16' traffic lane, and a 10' outside shoulder in both directions; a 2'-3" double faced median parapet; and 1'-7" parapets on the outsides of the deck. The proposed vertical clearance over mainline I-55 shall be 16'-3."
4. Reconstruct Ramp C to correct superelevation from Ramp AB to the southbound entrance ramp of I-55, an approximate distance of 1,440 feet.
5. Resurface and partially reconstruct Ramp E from Ramp AB to EB Joliet Road, an approximate distance of 870 feet. Ramp E consists of one 18' traffic lane with an 8' outside shoulder and 4' inside shoulder.
6. Reconstruct and realign Ramp F from southbound I-55 to Ramp AB, an approximate distance of 1,220 feet. Ramp F shall consist of one 16' traffic lane with a 10' outside shoulder and 6' inside shoulder.
7. Reconstruct and realign Ramp G from Ramp AB to northbound I-55 an approximate distance of 1,055 feet. Ramp G shall consist of one 16' traffic lane with a 10' outside shoulder and 6' inside shoulder.
8. Reconstruct and realign Ramp H from northbound I-55 to Ramp AB an approximate distance of 1,180 feet. Ramp H shall consist of one 16' traffic lane with a 10' outside shoulder and 6' inside shoulder.
9. MISCELLANEOUS INTERCHANGE IMPROVEMENTS

- a. Construct retaining walls along Ramp F and Ramp AB.
- b. Construct a noise abatement wall along Ramp H and connect to the existing noise abatement wall along northbound I-55 east of Ramp AB.
- c. Replace two overhead sign structures, one bridge mount sign, and secondary interchange signing for new ramp alignments.
- d. Replace and upgrade interchange high mast lighting and underpass lighting for new ramp alignments.

(See Exhibit "A")

008604-1 **IL 50 at 127th Street and I-294 Interchange Ramp Improvements**  
**Cook County, Illinois**

**SCOPE OF WORK**

The scope of work consists of new ramp construction, ramp bridge replacement, bridge widening, roadway realignment, new retaining walls, noise abatement walls, roadway reconstruction, interchange lighting, tollway guide signing, landscaping, fiber optic traffic signal interconnection, and building demolition. Detail scope requirements are as follows:

**Contract: #60592**

1. New construction of I-294 Ramp H from southbound I-294 to 127th Street, approximately 4,800 feet, providing 1-16' lane southbound channelizing to 2-12' left turn lanes and 1-12' right turn lane.
2. New construction of I-294 Ramp J from 127th Street to southbound I-294, approximately 3,271 feet, providing 1-16' lane southbound to I-294. A bridge over I-294 will be constructed.
3. New construction of I-294 Ramp K from northbound I-294 to 127th Street, approximately 2,503 feet, providing 1-16' lane channelizing to 1-12' left turn lane and 1-12' right turn lane.
4. Reconstructing I-294 Ramp A from southbound I-294 Ramp H to the 127th Street bridge, approximately 2,782 feet, providing 1-16' through lane.
5. Interim widening of the IL 50 bridge over I-294.
6. Interim widening of the 127th Street bridge over I-294 Ramp A.

7. Realigning 128th Place at IL 50 for approximately 656 feet providing 1-12' through lane in each direction.
8. A noise wall will be constructed on the west side of I-294 from 127th Street to 131st Street for approximately 3,753 feet.

9. MISCELLANEOUS INTERCHANGE IMPROVEMENTS

- a. An interchange lighting system will be constructed for the new ramps.
- b. A complete drainage system will be provided.
- c. Tollway guide signing will be erected.
- d. Complete landscaping will be provided.
- e. A fiber optic interconnection system will be installed to link the traffic signals on IL 50 from 120th Street to 131st Street.
- f. Thirty-one (31) buildings will be demolished to provide highway land usage for the new ramps.

(See Exhibit "B")

**Contract: #60685**

1. Reconstruct IL 50 from north of the I-294 interchange to 131st Street providing 2-12' through lanes in each direction channelizing to an exclusive 12' right turn lane southbound, 2-12' left turn lanes southbound, 1-12' right turn lane northbound and 3-12' through lanes northbound, all on the north leg. Providing 2-12' through lanes channelizing to 1-12' exclusive right turn lane, 3-12' through lanes and 2-12' left turn lanes northbound, and 2-12' through lanes southbound with a barrier median, all on the south leg.
2. Reconstruct 127th Street from west of Kroll Drive to east of I-294 Ramps providing 2-12' through lanes eastbound channelizing to 3-12' through lanes eastbound, 2-12' left turn lanes and 1-12' right turn lane. There will be 2-12' through lanes westbound, all on the west leg. There will be 2-12' through lanes, 1-12' right turn lane and 2-12' left turn lanes westbound and 3-12' through lanes eastbound with barrier median all on the east leg.
3. Reconstruct Ramp A from the 127th Street bridge to IL 50 providing 1-16' through lane.
4. Widening the IL 50 bridge over I-294.

5. Widening the 127th Street bridge over I-294.
6. Widening the 127th Street bridge over I-294 Ramp A.
7. Modernizing the traffic signals on IL 50 at 127th Street.
8. Installing traffic signals on IL 50 at 128th Place.
9. Installing traffic signals on 127th Street at I-294 Ramp A.
10. Installing traffic signals on 127th Street at I-294 Ramp J/K.
11. MISCELLANEOUS INTERCHANGE IMPROVEMENTS
  - a. An interchange lighting system will be installed along with Tollway underpass lighting.
  - b. A complete drainage system will be provided along with curb and gutter.
  - c. A fiber optic interconnection system will be installed to link the traffic signals modernized and installed on this contract to Contract #60592.

#3  
10A 005100-1  
(See Exhibit "C")

**I-290 at I-88 Interchange Ramp Improvements  
Cook County, Illinois**

**SCOPE OF WORK**

The scope of work consists of the new construction of a Collector Distributor Ramp for I-290 and for I-88. This contract will also construct a new lane for Mannheim Road. Detail scope requirements are as follows:

**Contract: #60772**

1. New construction of a Collector Distributor Ramp for I-290 eastbound entrance ramp and new construction of a Collector Distributor Ramp for I-88 eastbound entrance ramp providing 1-12' through lane with shoulders transitioning to 2-12' through lanes east of Wolf Road to the Harrison Street entrance ramp, 3-12' through lanes from the Harrison Street entrance ramp to the Mannheim Road interchange south exit, 2-12' through lanes from the Mannheim Road interchange south exit to east of Mannheim Road, 1-12' through lane from east of Mannheim Road to east of Westchester Boulevard, and 1-12' through lane from east of Westchester Boulevard to 25th

Avenue. There will be a new bridge constructed on Wolf Road at Hillside Drive. This will be all eastbound.

2. I-290 west of 25th Avenue to the westbound entrance ramp to the Mannheim Road interchange, a new lane will be added to provide 4-12' through lanes, the shoulders will be widened on I-290 from Mannheim Road to Wolf Road to keep 4-12' through lanes, on I-290 from Wolf Road to Butterfield Road a new 12' through lane will be added to provide 3-12' through lanes with shoulders. This will be all westbound.
3. High mast lighting will be erected.

(See Exhibit "D")

WHEREAS, said DEPARTMENT PROJECTS will require modification to the Tollway (hereinafter sometimes referred to also as Toll Highway) facilities where highways under the jurisdiction of the DEPARTMENT crosses the AUTHORITY's Toll Highway facilities; and

WHEREAS, the DEPARTMENT has requested the AUTHORITY's participation in improvements to Tollway facilities intersecting the DEPARTMENT maintained highways within the limits of the DEPARTMENT's PROJECTS in accordance with AUTHORITY jurisdictional responsibilities; and

WHEREAS, the AUTHORITY, is undertaking the construction of FAI Route 57 over Interstate 294 (Tri-State Tollway), interchange construction, (hereinafter referred to as the "AUTHORITY's PROJECT") and further identified as State Section: \_\_\_\_\_, State Job No.: \_\_\_\_\_, Authority Contract: \_\_\_\_\_

665326-1  
**I-57 at I-294 interchange Ramp Improvements**  
**Cook County, Illinois**

### **SCOPE OF WORK**

The scope of work consists of ramp reconstruction, construction of a full access interchange, land acquisition and engineering to provide access for specific movements to be determined by preliminary engineering studies and coordination with locally impacted communities and the DEPARTMENT.

WHEREAS the AUTHORITY has requested the DEPARTMENT's participation in improvements to DEPARTMENT maintained highways intersecting the Toll Highway within the limits of the AUTHORITY's PROJECT in accordance with DEPARTMENT jurisdictional authority; and

WHEREAS, the DEPARTMENT's participation in the AUTHORITY PROJECT shall be limited to those DEPARTMENT maintained highways outlined in Exhibit "E"; and

WHEREAS, the AUTHORITY's participation in the DEPARTMENT PROJECTS shall be limited to those AUTHORITY maintained Tollway facilities depicted on Exhibits A, B, C, and D; and

WHEREAS, the AUTHORITY and DEPARTMENT, by this Agreement, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding, and maintenance of all PROJECTS as proposed; and

WHEREAS, the cost participation between the AUTHORITY and the DEPARTMENT were determined based on the November 5, 1999 letter from the AUTHORITY to the DEPARTMENT (Exhibit "E").

(attached)

WHEREAS, the DEPARTMENT, by virtue of its powers as set forth in 605 ILCS 5/1-0-1, et seq., and the AUTHORITY, by virtue of its powers as set forth in "AN ACT in relation to the construction, operation, regulation, and maintenance of a system of toll highways, etc." 605 ILCS 10/1, et seq.), are authorized to enter into this Agreement; and

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

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

## **I. ENGINEERING FOR THE DEPARTMENT PROJECTS**

1. The DEPARTMENT agrees at PROJECT Expense to perform preliminary and final design, obtain necessary surveys, and prepare final plans and specifications for the DEPARTMENT PROJECTS. All costs for said work shall be apportioned in accordance with the terms set forth in Section V of this Agreement. During the design and preparation of the plans and specifications, the DEPARTMENT shall submit the plans and specifications to the AUTHORITY for review and approval at the following stages of plan preparation:
  1. Concept
  2. 70% Complete (Preliminary)
  3. 95% Complete (Pre-final)
  4. Final
2. The AUTHORITY shall review the plans and specifications within 30 days of receipt thereof. After review, at each stage, the AUTHORITY will send a letter to the DEPARTMENT indicating its approval, or will notify the DEPARTMENT in writing of its disapproval. Approval by the AUTHORITY shall mean the AUTHORITY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact AUTHORITY maintained Tollway facilities. In the event of disapproval, the AUTHORITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the DEPARTMENT.
3. Any dispute concerning plans shall be resolved in accordance with Section VII.
4. The final approved plans and specifications for the PROJECTS (hereinafter referred to as the "Plans and Specifications") shall be promptly delivered to the AUTHORITY by the DEPARTMENT. Final plans and specifications for the DEPARTMENT's improvements shall be prepared in accordance with the DEPARTMENT's *Standard Specification for Road and Bridge Construction* adopted January 1, 1997. Final plans and specifications for the AUTHORITY's improvement shall be prepared in accordance with the AUTHORITY's Standard Specifications, January 1996, (or latest version), Volumes 1 and 2, with revisions to

January 1996 Standard Specifications (Supplemental Specifications), November 5, 1996 (or latest version).

5. The DEPARTMENT agrees to assume the overall PROJECT responsibility of assuring that all permits (Corps of Engineers, Illinois Department of Natural Resources - Office of Water Resources, Metropolitan Water Reclamation District, Federal Aviation Administration, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required by the PROJECT, are secured by the parties hereto in support of general PROJECT schedules and deadlines.

Both parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed in the PROJECT.

#### **I. A ENGINEERING FOR THE AUTHORITY PROJECT**

1. The AUTHORITY agrees at PROJECT expense to perform preliminary and final design, obtain necessary surveys, and prepare final plans and specifications for the AUTHORITY PROJECT. All costs for said work shall be apportioned in accordance with the terms set forth in Section V.A of this Agreement. During the design and preparation of the plans and specifications, the AUTHORITY shall submit the plans and specifications to the DEPARTMENT for review and approval at the following stages of plan preparation:

1. Concept
2. 70% Complete (Preliminary)
3. 95% Complete (Pre-final)
4. Final

2. The DEPARTMENT shall review the plans and specifications within 30 days of receipt thereof. After review, at each stage, the DEPARTMENT will send a letter to the AUTHORITY indicating its approval, or will notify the AUTHORITY in writing of its disapproval. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the



PROJECT improvements which impact DEPARTMENT maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the AUTHORITY.

3. Any dispute concerning plans shall be resolved in accordance with Section VII.
4. The final approved plans and specifications for the PROJECT (hereinafter referred to as the "Plans and Specifications") shall be promptly delivered to the DEPARTMENT by the AUTHORITY. Final Plans and Specifications for the DEPARTMENT's improvements shall be prepared in accordance with the DEPARTMENT's *Standard Specifications for Road and Bridge Construction*, adopted January 1, 1997. Final plans and specifications for the AUTHORITY's improvement shall be prepared in accordance with the AUTHORITY's Standard Specifications, January 1996 (or latest version), Volumes 1 and 2, with Revisions to January 1996 Standard Specifications (Supplemental Specifications) November 5, 1996 (or latest version).
5. The AUTHORITY agrees to assume the overall PROJECT responsibility of assuring that all permits (Corps of Engineers, Illinois Department of Natural Resources - Office of Water Resources, Metropolitan Water Reclamation District, Federal Aviation Administration, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required by the PROJECT, are secured by the parties hereto in support of general project schedules and deadlines.

Both parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed in the PROJECT.

## II. RIGHT OF WAY

1. The DEPARTMENT and AUTHORITY shall perform all survey work and in a timely manner prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the

DEPARTMENT PROJECTS and the AUTHORITY PROJECT pursuant to the Plans and Specifications.

2. a. Right of way acquired exclusively for improvements to the DEPARTMENT PROJECTS or for other property or improvements to be maintained by the DEPARTMENT (if needed), shall be acquired by the DEPARTMENT, in the name of the People of the State of Illinois.
- b. Right of way acquired exclusively for improvements to the AUTHORITY PROJECT or for other improvements to be maintained by the AUTHORITY (if needed), shall be acquired by the AUTHORITY in the name of the AUTHORITY.

Parcel plans and legal descriptions for property required for Toll highway facilities shall conform to The Illinois State Toll Highway Authority format.

3. The DEPARTMENT and the AUTHORITY shall acquire their respective parcels of right of way, as described hereinabove in paragraphs 2a and 2b, at their own expense except as otherwise provided in Section V of this AGREEMENT.

Right of way costs shall include the purchase price thereof, as well as the costs of negotiators, appraisals, title evidence, relocation assistance and payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.

4. It is understood that the DEPARTMENT has not consented in this Agreement to the transfer of any interest in DEPARTMENT property or right of way which the DEPARTMENT deems necessary for the maintenance and operation of its highway system.
5. It is also understood that the AUTHORITY has not consented in this Agreement to the transfer of any interest in AUTHORITY property or right of way which the AUTHORITY deems necessary for the maintenance and operation of its highway system.

### **III. UTILITY RELOCATION**

1. The DEPARTMENT and the AUTHORITY shall identify all adjustments to existing utilities necessitated by the construction of all PROJECTS as part of their respective PROJECT engineering responsibilities.
2. The DEPARTMENT and the AUTHORITY agree to provide each other as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT and AUTHORITY rights of way which require adjustment as part of the PROJECTS.

The DEPARTMENT and AUTHORITY agree to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements A) to Tollway facilities where they cross DEPARTMENT highway rights of way, B) to Tollway facilities improved as part of the PROJECT, C) to existing DEPARTMENT rights of way where improvements to DEPARTMENT highways are proposed by the DEPARTMENT to be done in conjunction with AUTHORITY PROJECT.

3. The DEPARTMENT and the AUTHORITY agree to make arrangements and issue all permits for PROJECT required adjustments to existing utilities located within existing rights of way, and on proposed rights of way where improvements to both highways are proposed by each other to be done in conjunction with the PROJECTS at no expense to the DEPARTMENT and the AUTHORITY as set forth below.
4. a. At locations where utilities are located on DEPARTMENT right of way and must be adjusted due to work proposed by the AUTHORITY, the DEPARTMENT agrees to make arrangements with the utility and issue all permits for the requisite adjustment(s). The AUTHORITY agrees to reimburse and/or credit the DEPARTMENT for any and all costs the DEPARTMENT may incur in causing the aforescribed utilities to be adjusted.
- b. At locations where utilities are located on AUTHORITY right of way and must be adjusted due to work proposed by the DEPARTMENT, the AUTHORITY agrees to make arrangements with the utility and issue all permits for the requisite adjustment(s). The DEPARTMENT agrees to reimburse and/or credit the

AUTHORITY for any and all costs the AUTHORITY may incur in causing the aforesaid utilities to be adjusted.

#### **IV. CONSTRUCTION**

1. The DEPARTMENT and the AUTHORITY, for their respective PROJECTS, shall advertise and receive bids, award the contract(s), provide engineering inspections for and cause the PROJECTS to be constructed in accordance with the approved Plans and Specifications.
2. a. After award of the DEPARTMENT's construction contract(s), any proposed changes from the Plans and Specifications that affect the AUTHORITY shall be submitted to the AUTHORITY for approval prior to commencing such work. The AUTHORITY shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the Plans and Specifications are not acceptable, the AUTHORITY shall detail in writing its specific objections. If the DEPARTMENT receives no written or verbal response from the AUTHORITY within fifteen (15) working days after delivery to the AUTHORITY of the proposed change, the proposed change shall be deemed approved by the AUTHORITY. Any approved changes shall be considered a part of the Plans and Specifications.  
  
b. After award of the AUTHORITY's construction contract(s), any proposed changes from the Plans and Specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the Plans and Specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the AUTHORITY receives no written or verbal response from the DEPARTMENT within fifteen (15) working days after delivery to the DEPARTMENT of the proposed change, the proposed change shall be deemed approved by the DEPARTMENT. Any approved changes shall be considered a part of the Plans and Specifications.
3. The DEPARTMENT and AUTHORITY shall provide fifteen (15) days written notice to each other prior to commencement of work on their respective PROJECTS.

4. The DEPARTMENT and AUTHORITY shall require their construction contractor(s) to provide the indemnification contained in Article 107.26 of the DEPARTMENT's *Standard Specifications for Road and Bridge Construction*, adopted January 1, 1997, by incorporation of the provisions into the Special Provisions of the construction contract(s).
5. a. The DEPARTMENT shall require that the AUTHORITY, the AUTHORITY's officers and employees, be included as additional insured parties in all insurance DEPARTMENT requires of its contractor(s), and the AUTHORITY will be added as an additional protected party on all performance bonds required of the contractor(s). Copies of said insurance policies shall be delivered to the Chief Engineer of the AUTHORITY prior to commencement of construction. This requirement shall be included in the special provisions of the construction contract(s).
- b. The AUTHORITY shall require that the DEPARTMENT, the DEPARTMENT's agents and employees be included as additional insured parties in all insurance AUTHORITY requires of its contractor(s) and that the DEPARTMENT will be added as an additional protected party on all performance bonds required of the contractor(s). Copies of said insurance policies and bonds shall be delivered to the District Engineer of the DEPARTMENT prior to commencement of construction. This requirement shall be included in the special provisions of the construction contract.
6. a. The AUTHORITY and its authorized agents shall have all reasonable rights of inspection (including prefinal and final inspection) and access to construction inspection records during the progress of the work on the State Highway as it affects the Toll Highway System. The AUTHORITY shall assign personnel to perform inspections on behalf of the AUTHORITY of all work included in the DEPARTMENT's PROJECT affecting the Toll Highways, and will deliver written notices to the District Engineer of the DEPARTMENT identifying, by name, each such AUTHORITY representative and his or her corresponding contract or area of responsibility. DEPARTMENT notices concerning the work will be given to the duly designated AUTHORITY representative(s).

No inspections, or approvals of the specifications or the work, by the AUTHORITY or its employees or agents shall relieve the DEPARTMENT's contractor(s) of responsibility and liability for the proper performance of the work as determined by the DEPARTMENT; and DEPARTMENT inspection and approvals shall not be considered a waiver of any right the AUTHORITY may have pursuant to this Agreement. All AUTHORITY communications and correspondence with the DEPARTMENT's contractors or relating to a contract shall be through the DEPARTMENT, unless otherwise specifically approved by the District Engineer of the DEPARTMENT. In the event the AUTHORITY representative discovers Toll Highway related work that is not being performed or has not been performed in accord with the Plans and Specifications, he shall promptly notify the District Engineer of the DEPARTMENT or the District Engineer's duly designated representative, thereof, and such work shall be promptly corrected.

- b. The DEPARTMENT and its authorized agents shall have all reasonable rights of inspection (including prefinal and final inspection) and access to construction inspection records during the progress of the work on the Toll Highway as it affects the State Highway System. The DEPARTMENT shall assign personnel from the District One Bureau of Construction to perform inspections on behalf of the DEPARTMENT of all work included in the AUTHORITY's PROJECT affecting the State Highway System, and will deliver written notices to the Chief Engineer of the AUTHORITY identifying, by name, each such DEPARTMENT representative and his or her corresponding contract or area of responsibility. AUTHORITY notices concerning the work will be given to the duly designated DEPARTMENT representative(s).

No inspections or approvals of the specifications, or the work by the DEPARTMENT or its employees or agents, shall relieve the AUTHORITY's contractor(s) of the responsibility and liability for the proper performance of the work as determined by the AUTHORITY; and AUTHORITY inspection and approvals shall not be considered a waiver of any right the DEPARTMENT may have pursuant to this Agreement. All DEPARTMENT communications and correspondence with the AUTHORITY's contractors or relating to a contract shall be through the AUTHORITY, unless otherwise specifically approved by the Chief Engineer of the AUTHORITY. In the event the DEPARTMENT representative discovers State Highway related work that is not being performed or has not been

performed in accord with the Plans and Specifications, he shall promptly notify the Chief Engineer of the AUTHORITY of the Chief Engineer's duly designated representative thereof, and such work shall be promptly corrected.

7. a The DEPARTMENT shall give notice to the AUTHORITY upon completion of 70% and 100% of all DEPARTMENT PROJECT construction contracts, and the AUTHORITY shall, not later than seven (7) days after said notice, make an inspection of the portions to be subsequently maintained by the AUTHORITY. At the request of the AUTHORITY, the DEPARTMENT representative shall join in such inspection. In the event said inspections or joint inspection disclose such work that does not conform to the final Plans and Specifications, the AUTHORITY's representative shall give immediate verbal notice to the DEPARTMENT's representative of any deficiency, and shall thereafter deliver, within five (5) working days, a written list identifying such deficiencies to the District Engineer of the DEPARTMENT. Deficiencies thus identified shall be subject to joint reinspection upon completion of corrective work.
- b. The AUTHORITY shall give notice to the DEPARTMENT upon completion of 70% and 100% of all AUTHORITY PROJECT construction contracts, and the DEPARTMENT shall, not later than seven (7) days after said notice, make an inspection of the portions to be subsequently maintained by the DEPARTMENT. At the request of the DEPARTMENT, the AUTHORITY representatives shall join in such inspection. In the event said inspections or joint inspections disclose such work that does not conform to the final Plans and Specifications, the DEPARTMENT's representative shall give immediate verbal notice to the AUTHORITY's representative of any deficiency, and shall thereafter deliver, within five (5) working days, a written list identifying such deficiencies to the Chief Engineer of the AUTHORITY. The Chief Engineer shall determine if the list of work is in fact deficient and his determination shall be final. Deficiencies thus identified shall be subject to joint reinspection upon completion of corrective work.

## **V. Financial**

1. The DEPARTMENT and the AUTHORITY agree to initially pay all engineering, right of way and construction costs for their respective PROJECTS with the understanding that, upon completion of all PROJECTS, the DEPARTMENT or the

AUTHORITY will reimburse the other party for its share of the costs based on actual costs and determination of settlement.

In the event any of the PROJECTS are mutually dropped, settlement shall be made based on actual costs for the PROJECTS completed.

2. It is mutually agreed that the parties share of the estimated costs of all improvements are depicted on "Exhibit F," which is attached hereto and incorporated herein by reference. It is further agreed and acknowledged that the actual costs may be greater or less than estimated.
3. The DEPARTMENT and the AUTHORITY shall maintain, for a minimum of five years after the completion of their respective PROJECTS, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursement, of funds passing in conjunction with this Agreement. All books, records and supporting documents related to the PROJECTS shall be available for review and audit by the Auditor General and other State Auditors. The DEPARTMENT and the AUTHORITY agree to cooperate fully with any audit conducted by the Auditor General and other State Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.
4. Either the DEPARTMENT or the AUTHORITY may request, after the construction contract(s) are let by the DEPARTMENT or AUTHORITY, that supplemental work that increases the total cost of the PROJECTS or more costly substitute work be added to the construction contract(s) and the DEPARTMENT or AUTHORITY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECTS. However, the party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work.



## **VI. MAINTENANCE**

### **A. Definitions**

1. For purposes of dividing maintenance responsibilities between the AUTHORITY and the DEPARTMENT at intersections between State Highways and the Toll Highway, said intersections are divided for consideration in this Agreement into the following three (3) classifications:
  - a. An intersection where a grade separation structure has been constructed to carry the Toll Highway over a State Highway, designated in this Agreement as a Type "T-O" Intersection.
  - b. An intersection where a grade separation structure has been constructed to carry a State Highway over the Toll Highway, designated in this Agreement as a Type "S-O" Intersection.
  - c. An intersection where a partial or complete ramp interchange system, as well as grade separation structure, has been constructed between a State Highway and the Toll Highway, designated in this Agreement as a Type "I" intersection.
2. As used herein, the terms "maintenance" and "maintain" shall refer to the responsibility for keeping a facility in good and sufficient repair (including reconstruction thereof when needed) at all times to facilitate the convenient flow of traffic and so as not to endanger any of the adjacent highway facilities of either of the parties hereto, and shall include preservation of the structural integrity of the original facility and subsequent improvements, perpetuation of ground cover on embankment slopes, and removal of ice, snow, dirt and debris, and mowing and care of vegetation where necessary.
3. As used herein, the term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.

**B. Type "T-O" Intersections**

1. At all Type "T-O" Intersections, the DEPARTMENT shall maintain the following:
  - a. All State Highway roadways, guardrail and other protective devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure.
  - b. All drainage facilities on State right of way which drain State Highway facilities, except such facilities installed by the AUTHORITY on State property for the purpose of carrying exclusively Toll Highway drainage.
  - c. All underpass lighting, including energy charges therefore.
2. At all Type "T-O" Intersections, the AUTHORITY shall maintain, or cause to be maintained, all portions of the intersection not to be maintained by the DEPARTMENT as hereinbefore stipulated, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within AUTHORITY access control fencing, and fences.

**C. Type "S-O" Intersections**

1. At all Type "S-O" Intersections the DEPARTMENT shall maintain the following:
  - a. All State Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach slabs, and approach embankments outside access control fences.
  - b. The following portions of the grade separation structure:
    1. Complete deck and wearing surface above structural beams and girders.

2. Railing and parapet walls on the deck.
  3. Drainage facilities above structural beams and girders.
- c. All drainage facilities on State right of way except such facilities on the grade separation structure not covered in paragraph (b) above and facilities installed by the AUTHORITY for the purpose of carrying exclusive Toll Highway drainage.
2. At all Type "S-O" Intersections, the AUTHORITY shall maintain, or cause to be maintained, all portions thereof not to be maintained by the DEPARTMENT as hereinbefore stipulated, including but not limited to the following:
- a. All structural parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, and piers.
  - b. All fences along both routes installed to protect the Toll Highway.
  - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall.
  - d. All remaining drainage facilities installed by the AUTHORITY, including but not limited to, those installed on private property, or on State property for the exclusive purpose of carrying Toll Highway drainage.
  - e. All underpass lighting, including related energy charges therefore.

D. Type "I" Intersections

1. At all Type "I" Intersections the DEPARTMENT and the AUTHORITY shall have the same maintenance responsibilities as stipulated for Type "T-O" and Type "S-O" Intersections elsewhere in this Agreement, depending upon whether the Type "I" Intersections constitute Type "T-O" Intersections or Type "S-O" Intersections.

2. In addition, at all Type "I" Intersections the DEPARTMENT shall maintain the following:
  - a. All State highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement markings, deceleration and acceleration merging lanes contiguous to State pavement connecting to the State highway pavement with Tollway ramps.
  - b. All grassed areas and embankments along State Highway right of way outside fences installed to protect the Toll Highway.
  - c. All traffic signal systems and interconnects, including related energy costs, installed at interchanges between State Highways and the ramps to and from the Toll Highway, and all traffic signs installed on the State Highway system.
  - d. All guardrail on State Highways.
  - e. All drainage facilities on State Highways except for drainage structures under Toll Highway ramps.
3. In addition, at all Type "I" Intersections the AUTHORITY shall maintain or cause to be maintained the following:
  - a. All ramp facilities on Toll Highway right of way, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
    1. At diamond interchanges, or where ramps are signalized, the AUTHORITY shall maintain ramps which intersect at approximately 90 degrees to the State Highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to a point of connections with the State Highway System which point shall be the longitudinal (to State Highway

pavement) construction joint or edge of pavement of the outside (far right) through lane of the State Highway.

2. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads, or through lanes have been developed at the connection with the State Highway System (i.e., which do not conform to the description in Section 1 above), the AUTHORITY shall maintain ramp facilities up to a point of connection defined by a line drawn at a 45 degree angle to the edge of pavement at the outside State Highway through lane (or Collector-Distributor lane) passing through the physical nose (gore) of the ramp to its intersection with the outside edge of said ramp.
- b. All grassed areas and embankments, traffic signs, guardrail, and drainage facilities and structures not to be maintained by the DEPARTMENT as hereinbefore stipulated.
- c. All lighting installed as part of the AUTHORITY PROJECT, including energy charges, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise stipulated elsewhere in this Agreement.

E. General Maintenance Provisions

1. It is understood and agreed by the parties hereto that this Agreement shall supersede any and all earlier Agreements entered into by the parties hereto regarding maintenance of State highway and Tollway facilities within the limits of these PROJECTS.
2. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECTS within the DEPARTMENT's jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the AUTHORITY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

3. All items of construction which are stipulated in this Agreement to be maintained by the DEPARTMENT shall, upon completion of construction, and upon completion of the final inspection of that portion of the work by the DEPARTMENT, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this Agreement to be maintained by the AUTHORITY shall, upon completion of construction, be the sole maintenance responsibility of the AUTHORITY.
4. The DEPARTMENT and the AUTHORITY agree to remove all snow and ice from their respective roadways, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the DEPARTMENT or the AUTHORITY.

Nothing herein is intended to prevent or preclude the DEPARTMENT and the AUTHORITY from entering into reciprocal agreements in the future for any particular interchange, for the efficient removal of snow, ice, and debris.

5. The DEPARTMENT and the AUTHORITY agree to use this Agreement to clarify jurisdictional and maintenance responsibilities for the I-294 at I-55 interchange as shown on Exhibit "A1," and made a part hereof.

## **VII. GENERAL**

1. It is understood and agreed that this is an Intrastate Agreement between the ILLINOIS DEPARTMENT OF TRANSPORTATION and THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY.
2. It is understood and agreed by the parties hereto, that the AUTHORITY shall have jurisdiction of the Toll Highway. The DEPARTMENT shall retain jurisdiction of State Highways traversed or affected by the Toll Highway except as otherwise expressly provided for in this Agreement. For the purpose of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

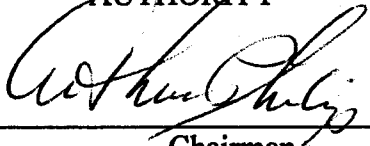
3. Wherever in the Agreement, approval, or review of either the DEPARTMENT or the AUTHORITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
4. In the event of a dispute between the DEPARTMENT and AUTHORITY representatives in the preparation of Plans and Specifications, or changes thereto, or in carrying out the terms of this Agreement, the Chief Engineer of the AUTHORITY and the District Engineer of the DEPARTMENT shall meet and resolve the issue.
5. Any dispute concerning the Plans and Specifications or in carrying out the terms of this Agreement that is not resolved as provided above shall be resolved by decision of the Secretary of the DEPARTMENT and the Executive Director of the AUTHORITY, and their decision shall be final.
6. Not later than fourteen (14) days after the execution of this Agreement, each party shall designate a representative, in writing, to the other party who shall serve as the full time representative of the said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other party.
7. Any ambiguities shall not be construed against either party to this Agreement, but shall be interpreted in accordance with the overall intent of this Agreement.
8. THIS AGREEMENT shall be executed in two counterparts each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

Obligations of the DEPARTMENT will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

THIS AGREEMENT, and the covenants contained herein, shall become null and void in the event the contracts covering the construction work contemplated herein are not awarded within 3 years subsequent to execution of this Agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

THE ILLINOIS STATE TOLL HIGHWAY  
AUTHORITY

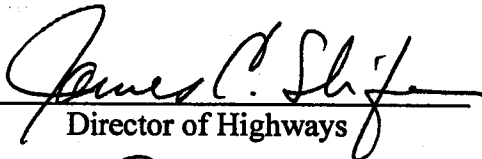
By:   
Chairman

ATTEST:

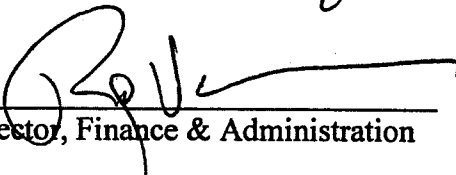


Date 2-4, 1900

DEPARTMENT OF TRANSPORTATION

By:   
Director of Highways

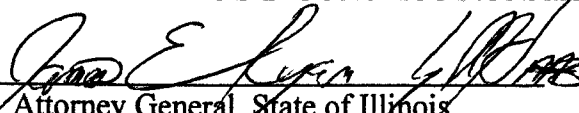
By:   
Secretary

By:   
Director, Finance & Administration

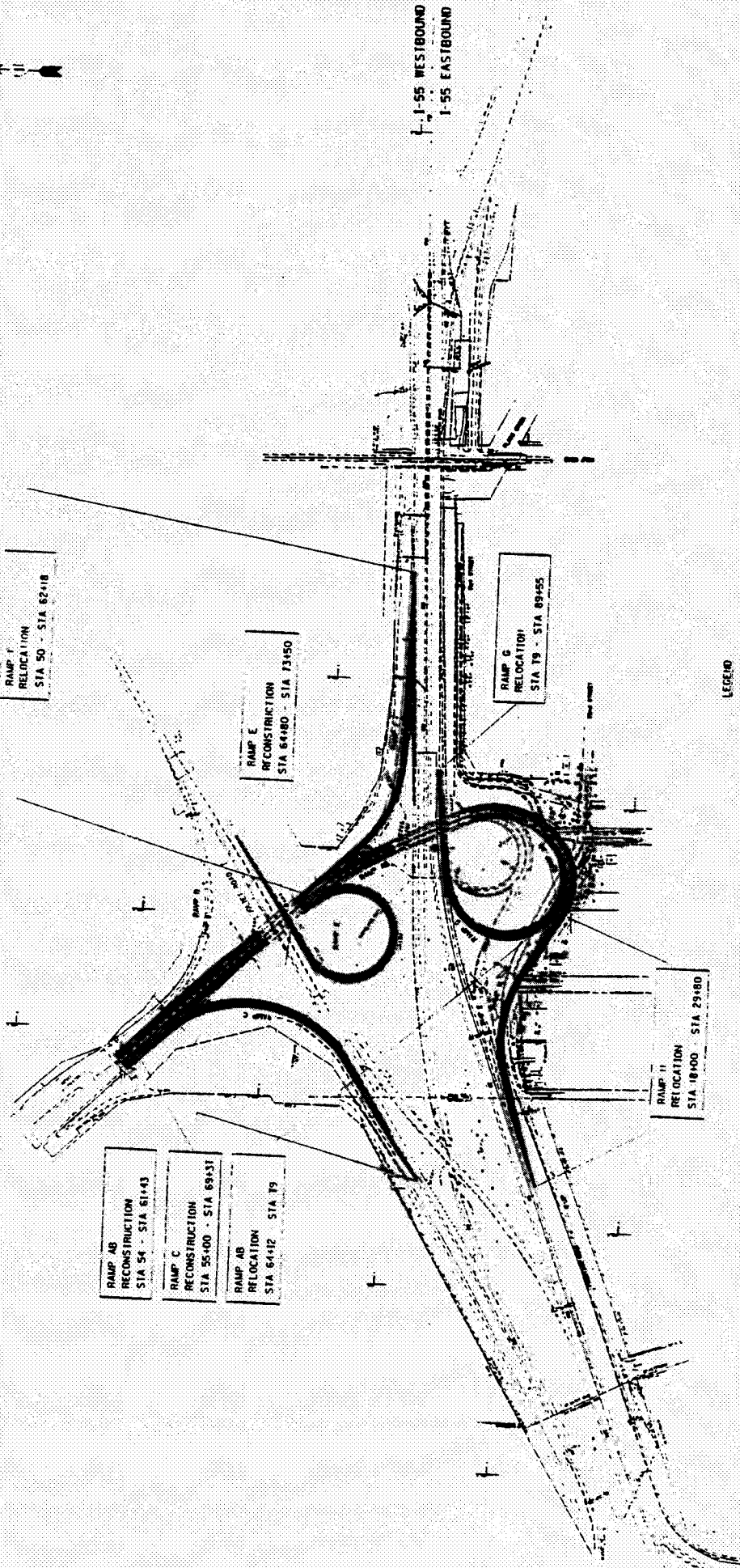
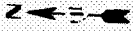
By:   
Chief Counsel

Date 2-23-2000, ~~19~~2000

APPROVED AS TO FORM AND CONSTITUTIONALITY

  
Attorney General, State of Illinois



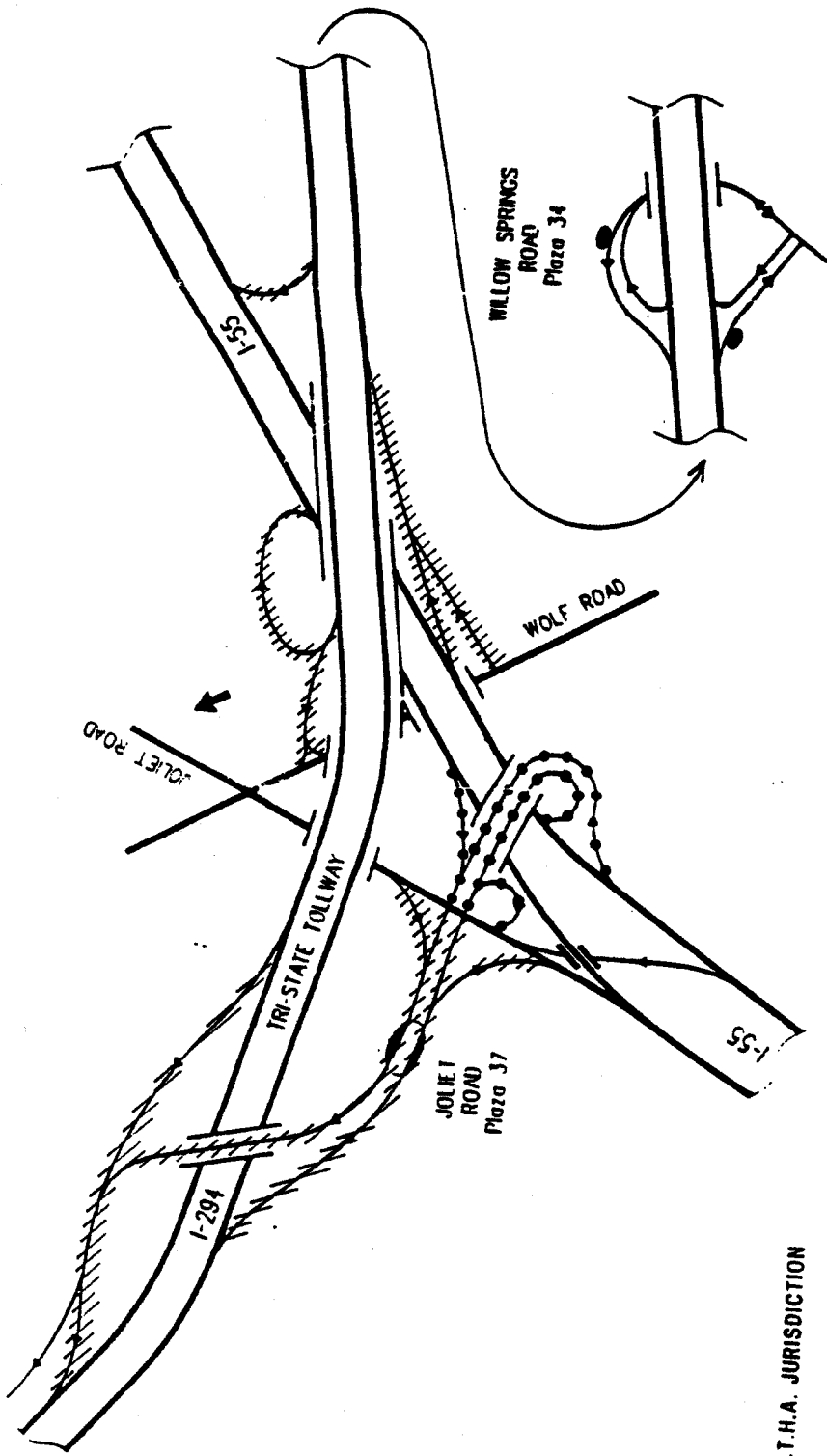


PLAN


LEGEND

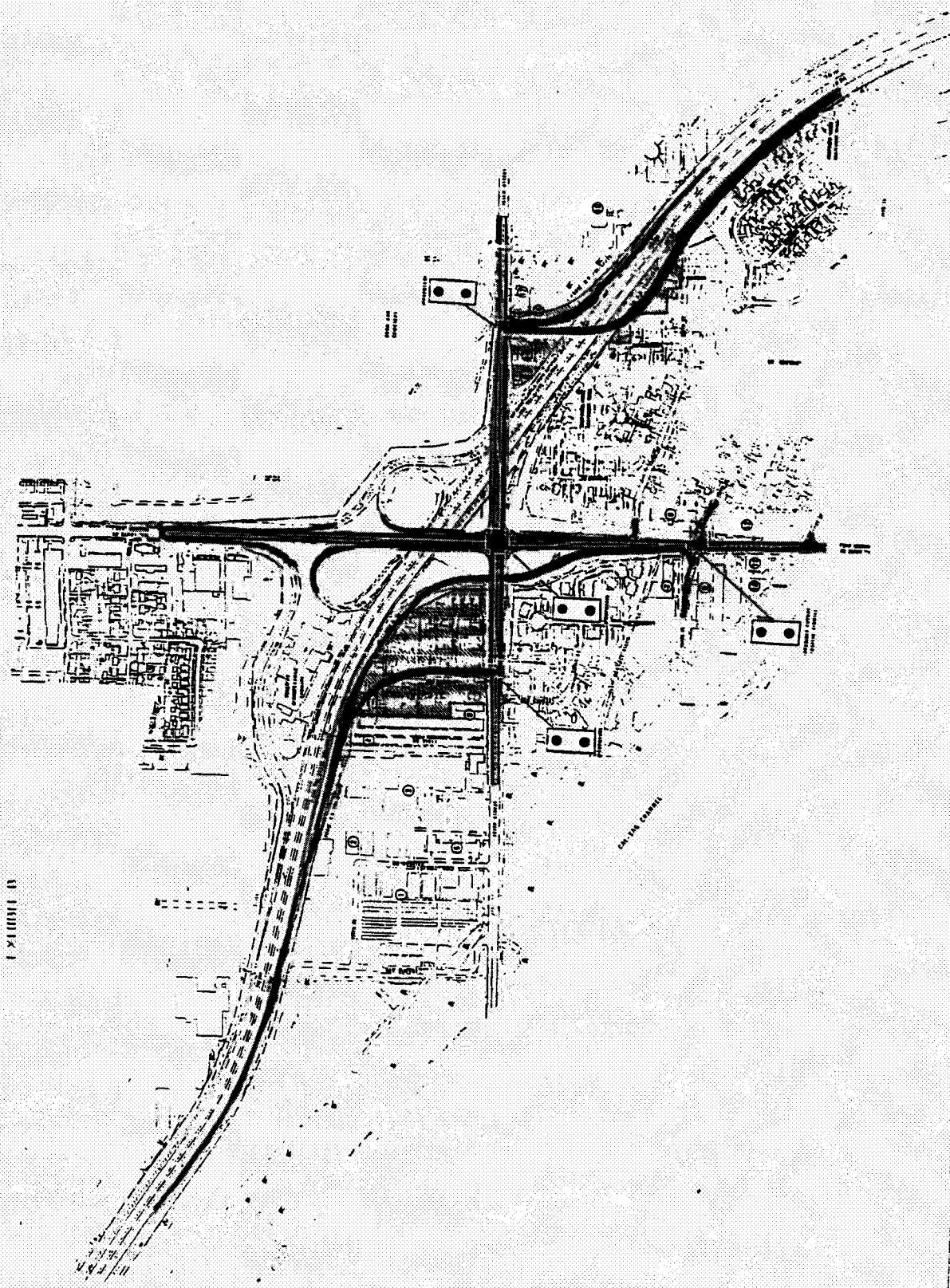


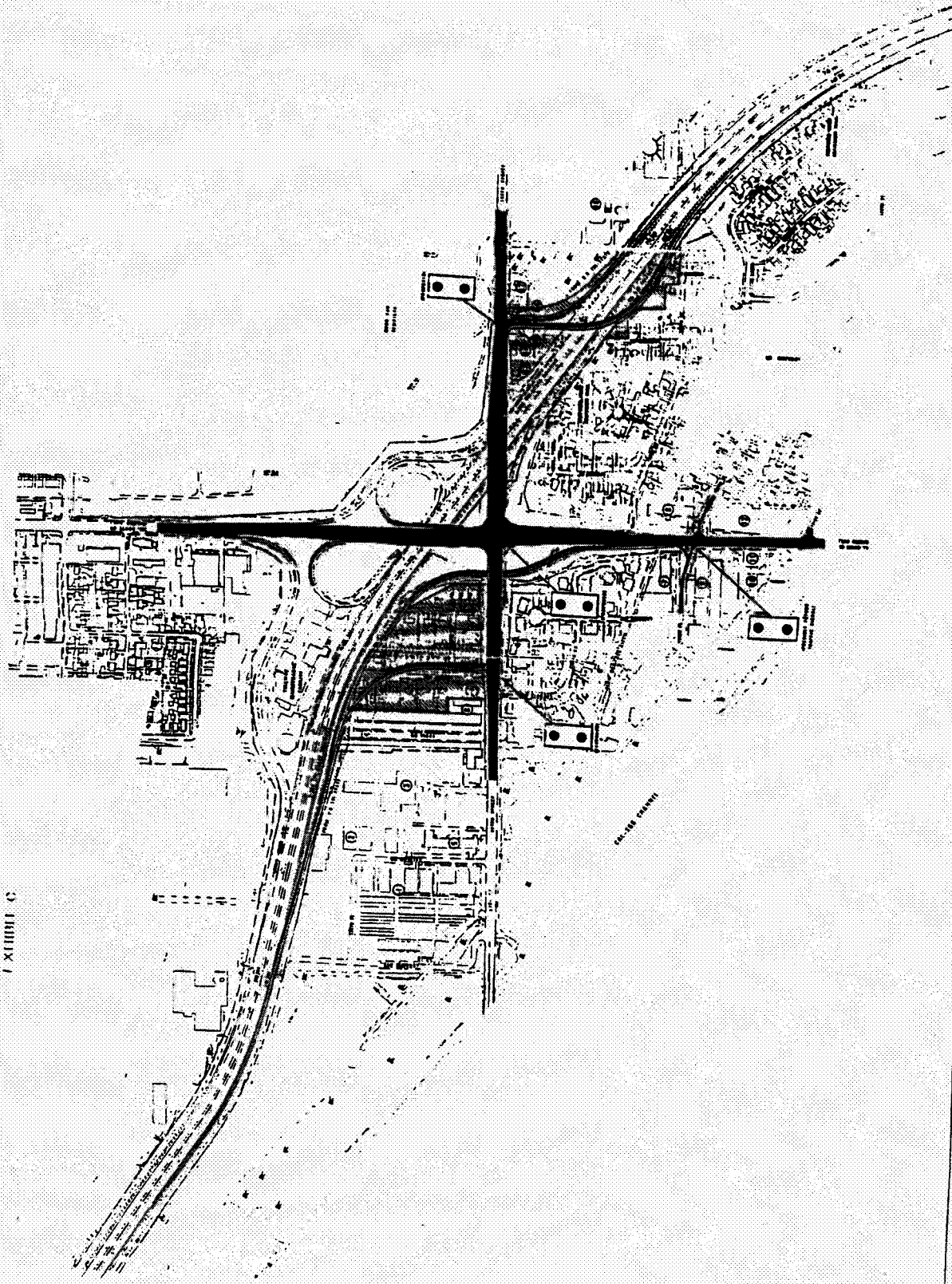
STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
I-55 AT I-294  
INTERCHANGE  
RAMP IMPROVEMENTS  
SCALE: 1" = 100'  
DATE: 08-01-99 15:45  
DRAWN BY: J.C.L.  
CHECKED BY: J.C.L.  
100-444-100-444



- I.S.T.H.A. JURISDICTION
- I.D.O.T. JURISDICTION  
( INCLUDES I-294 / I-55 RAMP OVER JOLIET RD. BRIDGE )

DATE 11-8-99	 THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	JURISDICTIONAL LIMITS I-55 @ I-294	DRAWING 1 OF 1
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1 XIMPT C

**Illinois Department  
of Transportation**

# I-290 EISENHOWER EXPRESSWAY Hillside Interchange Planned Improvements

**Legend**

- |     | Proposed Roadway Improvement | Proposed Bridge Replacement/Modifications |
|-----|------------------------------|---|
| XXX | Bridge and Ramp Removals     | Overpass                                  |
| XXX | Peak Hour Ramp Closure       | Underpass                                 |
| ○   | Intersection Improvement     |   |





EXHIBIT E

*The Illinois State Toll Highway Authority*  
2700 Ogden Avenue  
Downers Grove, Illinois 60515-1703  
630/241-6800  
Fax: 630/241-6100  
T.T.Y. 630/241-6898

November 5, 1999

Mr. John Kos, P.E.  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196

RE: ISTHA Cost Participation

Dear Mr. Kos:

Over the past several months, we have discussed several projects being advanced by the Illinois Department of Transportation that involve improvements to the tollway system. Namely, I-55 at I-294, Cicero/127<sup>th</sup> Street at I-294, and the I-290 at I-88 junction. We are writing at this time with our recommendations for the Authority's level of financial participation.

I-290 at I-88 Junction: 60772

We are in agreement with participating in Contract #4 (Relocation of Harrison Street and Retaining Walls), Contract #6 (I-88 Advance Ramp and Collection Distributor Roadway), and Contract #7 (Darmstadt and ICRR Bridges and Retaining Walls). The Authority can participate in the costs of only those elements associated with modifications to the existing tollway ramps. Specifically, the Authority's participation shall be limited to the following project elements:

- Construction of a single lane ramp from I-88 to a merge with a new I-290 eastbound C-D roadway.
- Extension of the existing Darmstadt Road over I-290 bridge, construction of a roll-in structure for ICRR over I-290, construction of new retaining walls, lighting and noise walls as required to accommodate the reconfigured I-88 ramp to I-290. ISTHA shall not participate in the costs of any improvements along Roosevelt Road.
- Construction of a two-lane C-D roadway from the I-88 ramp terminus to east of the Mannheim Road interchange.
- Modifications to the Wolf Road over I-290 and Hillside Drive over I-290 bridges, lighting, construction of new retaining walls, and noise walls as required to accommodate the new eastbound C-D roadway. ISTHA shall NOT participate in the costs of providing local access from Hillside Drive to the new C-D.
- Relocation of Harrison Street to accommodate the new C-D roadway, including removal of the Quarry Road bridge and construction of new retaining walls. The Authority's participation for Harrison Street improvements shall be limited to in-kind relocation; ISTHA shall NOT participate in the costs of any additional widening that may be pursued by the Department.

The Authority is in agreement with 50% cost participation (construction and right-of-way) and 25% participation (design and construction engineering) for the above project elements. Based on estimates provided by the Department, the Authority's participation is estimated at \$25 Million.

Any outstanding preliminary engineering issues should be coordinated through Christopher Snyder. All design engineering issues, including the preparation of an interagency agreement should be coordinated through Jim Canham.

I-55 at I-294:

60277

As a reminder, we are still awaiting a copy of the proposed geometrics for the interchange reconfiguration. Please forward the geometrics to Lidia Pilecky for our review and concurrence.

We are in agreement with the Departments' recommendations for cost participation and changes in jurisdictional limits. Specifically, the Authority can participate in the following I-55 and I-294 project elements:

- The Authority shall participate in 50% of the construction cost for the Stage II interchange reconfiguration, Joliet Road bridge modifications, and interchange lighting.
- The Authority shall participate in 25% of the design engineering (Stage I and Stage II), and 50% of the construction engineering (Stage II) for the project.

Based on estimates provided by the Department, the Authority's participation is estimated at \$5 Million. The Authority is also in agreement with the recommended changes in jurisdictional limits as noted on the enclosed exhibit, as well as associated right-of-way transfers.

Cicero/127<sup>th</sup> Street at I-294:

60592 , 60685

Per discussions between Secretary Brown and Executive Director Wehner, the Authority is prepared to participate in the non-federal share of costs for this interchange. With a 20% state match formula for the anticipated High Priority Project (HPP) federal funds, the Authority can participate in the following project elements:

- The Authority shall participate in 50% of the state match for the construction costs for reconfigured Ramps A, H, and K the Ramp J bridge, noise walls, and interchange lighting. Based on estimates provided by the Department, the Authority's share with this formula is estimated at \$1.2 Million.
- The Authority shall participate in 50% of the state match for the right-of-way costs for the above noted project elements. The Authority shall not participate in the costs of right-of-way acquisition along Cicero Avenue or 127<sup>th</sup> Street. Based on estimates provided by the Department and assuming no federal funds are utilized for right-of-way, the Authority's share is estimated at \$3.9 Million.

- The Authority shall participate in 50% of the state match for design and construction engineering costs for the project. Based on estimates provided by the Department, the Authority's share with this formula is estimated at \$0.7 Million.

Any outstanding design engineering issues for this project should be coordinated through Manuel Lao. Preparation of an interagency agreement should be coordinated through Jim Canham.

I-57 at I-294:

As you are aware, the Authority is currently proceeding with preliminary engineering and environmental studies for a new interchange between I-57 and I-294. Our studies will include the preparation of an Access Justification Report, an Environmental Assessment, and determination of the recommended interchange configuration. Although we have not yet established an estimated cost for this project, construction costs could range from \$80M to \$100M, depending upon the recommended configuration.

We recommend that future agreements for the I-57 at I-294 interchange include 50% IDOT funding for engineering (preliminary, design and construction engineering), right-of-way acquisition and construction.

We recommend that the Authority's financial share for the Department's improvements at the I-290 and I-88 Junction, at I-55 and I-294, and at Cicero/127<sup>th</sup> Street and I-294 be applied as a credit to the Department's financial share for the I-57 at I-294 interchange.

Please feel free to contact Lidia Pilecky at (630) 241-6800, extension 3923 to clarify any of these issues before you proceed with preparation of a Draft Interagency Agreement. As a reminder, the Authority's Board of Directors will need to approve all Interagency Agreements.

Sincerely,



Kestutis P. Susinskas, P.E.  
Chief Engineer

KPS:LAP:kaa  
Attachment

cc: Jim Slifer/IDOT  
Thomas Cuculich  
Ralph C. Wehner  
Katherine Nee

Lidia A. Pilecky, P.E.  
James H. Canham, P.E.  
John Benda



EXHIBIT F (1 of 3)  
ESTIMATE OF PARTICIPATION  
**I-55 at I-294**

60277

Location & Work	Department		Authority		Sub-Total
	Cost	%	Cost	%	
Frontage Road Construction	\$ 609,063	50%	\$ 609,063	50%	\$ 1,218,126
Land Acquisition	\$ 595,000	50%	\$ 595,000	50%	\$ 1,190,000
Interchange Reconstruction	\$ 2,625,000	50%	\$ 2,625,000	50%	\$ 5,250,000
Joliet Road Bridge	\$ 850,000	50%	\$ 850,000	50%	\$ 1,700,000
Lighting	\$ 500,000	50%	\$ 500,000	50%	\$ 1,000,000
<b>Sub-Total</b>	<b>\$ 5,179,063</b>		<b>\$ 5,179,063</b>		<b>\$10,358,126</b>
Preliminary Engineering (5%)	\$ 388,430	75%	\$ 129,476	25%	\$ 517,906
Construction Engineering (10%)	\$ 517,906	50%	\$ 517,906	50%	\$ 1,035,812
<b>Total</b>	<b>\$ 6,085,399</b>		<b>\$ 5,826,445</b>		<b>\$11,911,844</b>

60685  
60592

EXHIBIT F (Continued) (2 of 3)  
ESTIMATE OF PARTICIPATION  
**IL 50 at 127<sup>th</sup> Street & at I-294**

Location & Work	Federal		Department		Authority		Sub-Total
	Cost	%	Cost	%	Cost	%	
Ramps A, H & K Including Retaining Work	\$ 4,813,760	80%	\$ 601,720	10%	\$ 601,720 ✓	10%	\$ 6,017,200
Ramp J Bridge	\$ 2,960,000	80%	\$ 370,000	10%	\$ 370,000 ✓	10%	\$ 3,700,000
Noise Walls	\$ 1,000,000	80%	\$ 125,000	10%	\$ 125,000	10%	\$ 1,250,000
Lighting	\$ 920,000	80%	\$ 115,000	10%	\$ 115,000	10%	\$ 1,150,000
Land Acquisition	\$ 6,203,840	80%	\$ 775,480	10%	\$ 775,480	10%	\$ 7,754,800
Roadway & Bridge	\$17,101,352	80%	\$4,275,338	20%	\$	N/A	\$ 21,376,690
Building Demolition	\$ 248,800	80%	\$ 62,200	20%	\$	N/A	\$ 311,000
Signing	\$ 327,200	80%	\$ 12,270	3%	\$ 69,530	17%	\$ 409,000-
Fiber Optic Relocation	\$ 600,000	80%	\$ 75,000	10%	\$ 75,000	10%	\$ 750,000
<b>Sub-Total</b>	<b>\$ 34,174,952</b>		<b>\$6,412,008</b>		<b>\$2,131,730</b>		<b>\$ 42,718,690</b>
Preliminary Engineering (5%)	\$ 1,708,748	80%	\$ 316,850	10%	\$ 106,586	10%	\$ 2,132,184
Construction Engineering (10%)	\$ 3,417,495	80%	\$ 641,200	10%	\$ 213,173	10%	\$ 4,271,868
<b>TOTAL</b>	<b>\$39,301,195</b>		<b>\$7,370,058</b>		<b>\$2,451,489</b>		<b>\$ 49,122,742</b>

EXHIBIT F (Continued) (3 of 3)  
ESTIMATE OF PARTICIPATION  
**I-290 at I-88**

# 60772

Location & Work	Department		Authority		Sub-Total
	Cost	%	Cost	%	
Advance Ramp	\$ 4,265,000	50%	\$ 4,265,000	50%	\$ 8,530,000
Wolf Road Bridge	\$ 500,000	50%	\$ 500,000	50%	\$ 1,000,000
C-D Roadway to Mannheim Road	\$ 14,485,000	50%	\$ 14,485,000	50%	\$28,970,000
Illinois Route 38 Ramp Course	\$ 400,000	50%	\$ 400,000	50%	\$ 800,000
Lighting and Signing	\$ 800,000	50%	\$ 800,000	50%	\$ 1,600,000
Land Acquisition	\$ 2,400,000	62%	\$ 1,500,000	38%	\$ 3,900,000
Feasibility Study	\$ 1,098,460	100%	\$	N/A	\$ 1,098,460
<b>Sub-Total</b>	<b>\$ 23,948,460</b>		<b>\$ 21,950,000</b>		<b>\$45,898,460</b>
Preliminary Engineering (5%)	\$ 1,721,192	75%	\$ 573,731	25%	\$ 2,294,923
Construction Engineering (10%)	\$ 3,442,385	75%	\$ 1,147,461	25%	\$ 4,589,846
<b>Total</b>	<b>\$ 29,112,037</b>		<b>\$ 23,671,192</b>		<b>\$52,783,229</b>

NOTE:

1. The DEPARTMENT and AUTHORITY participation shall be predicated on the percentages shown for the specified work. The cost shall be determined by multiplying the final quantities times contract unit prices plus 5% for preliminary engineering and 10% for construction engineering.
2. Structural work calculated from abutment to abutment. Approach bents (slabs) included as roadway work.
3. The DEPARTMENT shall *initially* pay all costs (including AUTHORITY's share) for the DEPARTMENT's improvement at I-55 at I-294, IL 50 at 127<sup>th</sup> Street and at I-294, I-290 and I-88. The Authority's above mentioned estimated share shall be applied as credit toward the DEPARTMENT's share for the AUTHORITY's improvement at I-57 at I-294. Final cost sharing shall be determined based on actual construction costs.

01/27/00

5.3/o

RESOLUTION NO. 15538

WHEREAS, The Illinois State Toll Highway Authority, under the Toll Highway Act, 605 ILCS 10/1 et seq., is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

WHEREAS, pursuant to these powers, the Authority, to facilitate the free flow of traffic and safety to the motoring public, is desirous of improving the interchanges of I-55 and Tri-State Tollway, 127th. St., Cicero Ave. and Tri-State Tollway, I-290 and East-West Tollway and I-57 and the Tri-State Tollway (the 'Project'); and

WHEREAS, the Authority desires to enter into an Intergovernmental Agreement with The Illinois Department of Transportation ('IDOT') establishing the Authority's and IDOT's respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding and future maintenance of the Project improvements; and

WHEREAS, a cooperative intergovernmental agreement concerning said undertaking is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution and the 'Intergovernmental Cooperation Act' 5 ILCS 220/1 et seq.; and

WHEREAS, it is in the best interest of the Authority to enter into said intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED by The Illinois State Toll Highway as follows:

That the Executive Director and the Chief of the Legal Department are heraby authorized and directed to negotiate and prepare an intergovernmental agreement between the Illinois State Toll Highway Authority and the Illinois Department of Transportation, in substantially the form of the intergovernmental agreement which is attached to this Resolution and made a part hereof by reference, and the Chairman of the Authority, or in the event the Chairman is unable to sign the Executive Director, is authorized to sign said agreement for and on behalf of the Authority and the Chief of Finance is authorized to issue warrants in payment of amounts due thereunder.

Passed on the above date.

Approved: 

2/9/00

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ILLINOIS DEPARTMENT OF TRANSPORTATION AND ILLINOIS STATE TOLL  
HIGHWAY AUTHORITY CONCERNING THE I-57/I-294 PROJECT PHASE ONE**

THIS AGREEMENT, made and entered into this ~~14th~~ <sup>December</sup> day of ~~November~~ 2011, by and between the ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") and the ILLINOIS STATE TOLL HIGHWAY AUTHORITY ("ILLINOIS TOLLWAY"), both agencies of the State of Illinois.

**WITNESSETH:**

WHEREAS, pursuant to 605 ILCS 5/4-101 *et seq.* IDOT has certain powers for the construction and maintenance of highways in the State of Illinois; and

WHEREAS, pursuant to 605 ILCS 10/1-1 *et seq.* the ILLINOIS TOLLWAY has certain powers for the construction and maintenance of a system of toll highways within the State of Illinois; and

WHEREAS, IDOT has been working with State funds and Federal financial participation on planning, environmental and design work for a project commonly known as the Interstate 57/Interstate 294 Interchange Project ("PROJECT"); and

WHEREAS, the PROJECT has been in development for many years; and

WHEREAS, on February 23, 2000, IDOT and the ILLINOIS TOLLWAY entered into an intergovernmental agreement (the "2000 IGA") that covered, among other things, the PROJECT; and

WHEREAS, after extensive study and analysis, IDOT and the ILLINOIS TOLLWAY have concluded that construction and operation of the PROJECT is not financially feasible solely under existing federal highway aid programs; and

WHEREAS, the Federal Highway Administration has reviewed and approved the staged completion of the PROJECT; and

WHEREAS, IDOT and the ILLINOIS TOLLWAY seek to proceed with construction of Phase One of the PROJECT, which is shown in the attached Exhibit A as the "Memphis Movements" and the "147<sup>th</sup> Movements" (collectively "PHASE ONE"), at an estimated incremental cost of \$359,700,000 on a present value basis. The Tollway will also seek to proceed with the remainder of the project (collectively "PHASE TWO") as shown in the attached Exhibit A, at an estimated \$189,725,000 on a present value basis; and

WHEREAS, the ILLINOIS TOLLWAY approved a capital plan on August 25, 2011 that provides funding for the PROJECT; and

WHEREAS, completion of the PHASE ONE in a timely fashion is necessary and in the

best interests of IDOT, the ILLINOIS TOLLWAY and the traveling public; and

WHEREAS, it is necessary and appropriate to update the 2000 IGA to reflect the various developments that have occurred since the execution of that agreement and to allow for the efficient and timely completion of PHASE ONE.

NOW, THEREFORE, IDOT and the ILLINOIS TOLLWAY hereby agree as follows:

1. IDOT will contribute 50% of the PROJECT cost for PHASE ONE, which includes \$43.1 Million that has been expended for engineering, right of way acquisition and construction.
2. The ILLINOIS TOLLWAY shall pay 50% of the PROJECT cost of PHASE ONE, subject to the IDOT contribution outlined in paragraph 1 and presented in Exhibit B. PHASE TWO will be funded by the ILLINOIS TOLLWAY as shown in Exhibit B; and
3. IDOT shall coordinate with the ILLINOIS TOLLWAY for the transfer of project management responsibility for the PROJECT, and that transfer shall include the following tasks:
  - a) IDOT shall complete and transmit to the ILLINOIS TOLLWAY finalized plats of survey, plats of acquisition, legal descriptions and parcel identification for all needed right of way for the PROJECT as soon as practicably possible;
  - b) IDOT shall authorize the ILLINOIS TOLLWAY to take control and work directly with IDOT's survey consultant American Consulting Engineers;
  - c) IDOT shall approve, in a timely fashion, the pending Supplement for Design Engineering for Contracts 3/4/4A/11 for TY Lin as shown in Exhibit C;
  - d) IDOT shall prepare and submit in a timely fashion all needed environmental Permit Applications for the Dixie Creek Relocation/Wetland Mitigation to the Tollway and the Tollway will apply for the permit;
  - e) The ILLINOIS TOLLWAY shall initiate and be responsible for land acquisition of needed right of way for the Dixie Creek realignment and shall continue thereafter to initiate all other needed land acquisition for the PROJECT;
  - f) The ILLINOIS TOLLWAY shall obtain all needed intergovernmental agreements for the PROJECT;
  - g) Working with TY Lin, the ILLINOIS TOLLWAY at its own expense shall take over responsibility for the acquisition of properties necessary for the PROJECT;
  - h) IDOT shall cooperate with the ILLINOIS TOLLWAY regarding use of any professional service support staff retained by IDOT to assist in all activities associated with right-of-way acquisition; and
  - i) IDOT and the TOLLWAY shall coordinate with FHWA the transfer of project management responsibility for the PROJECT.
4. The ILLINOIS TOLLWAY shall review and approve all invoices and progress reports for completed tasks performed by IDOT's consultants and professional service support staff and forward approval or comments to IDOT within five (5) working days of receipt.

5. The commitments outlined above are conditioned upon the capital plan approved by the Board of Directors of the ILLINOIS TOLLWAY; and
6. IDOT and the ILLINOIS TOLLWAY shall discuss and prepare an intergovernmental agreement supplementing the 2000 IGA that details their respective rights and responsibilities through the construction of PHASE ONE and, to the extent feasible at that time, the PROJECT as a whole.

IN WITNESS THEREOF, IDOT and the ILLINOIS TOLLWAY have caused this instrument to be duly executed on the day and year first written above.

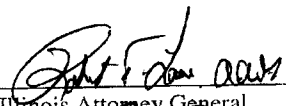
ILLINOIS DEPARTMENT OF TRANSPORTATION

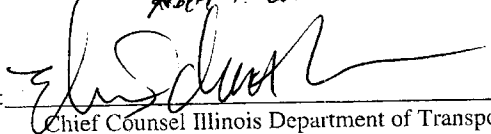
By:   
Secretary (Acting)

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By:   
Chairman Executive Director

Approved as to Form and Constitutionality

By:  12-13-11  
Illinois Attorney General  
*Robert H. LaPrade*

By:   
Chief Counsel Illinois Department of Transportation

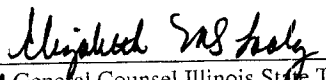
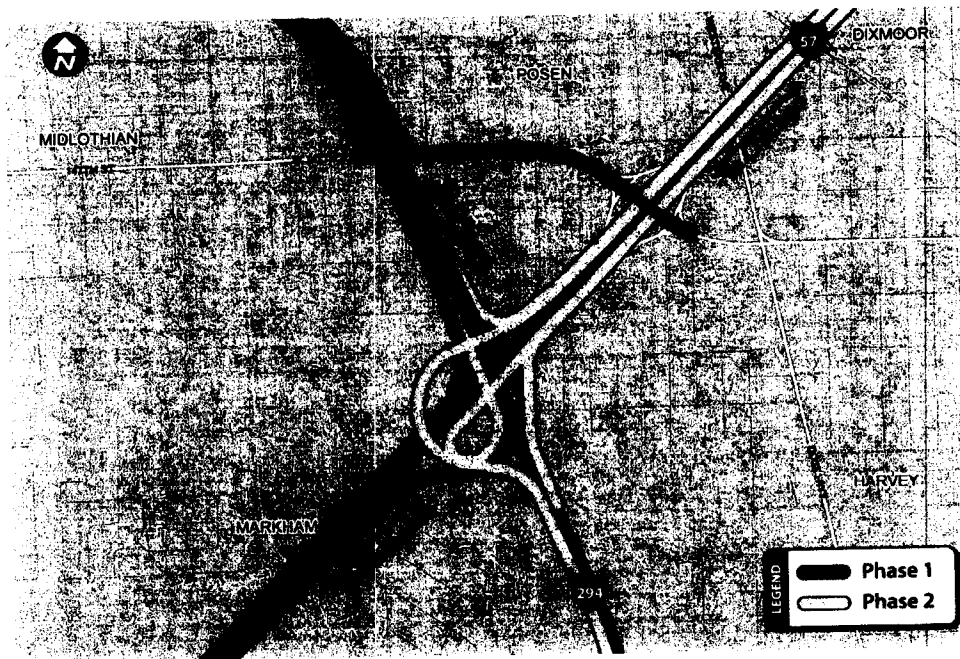
By:  12/14/11  
General Counsel Illinois State Toll Highway Authority

EXHIBIT A



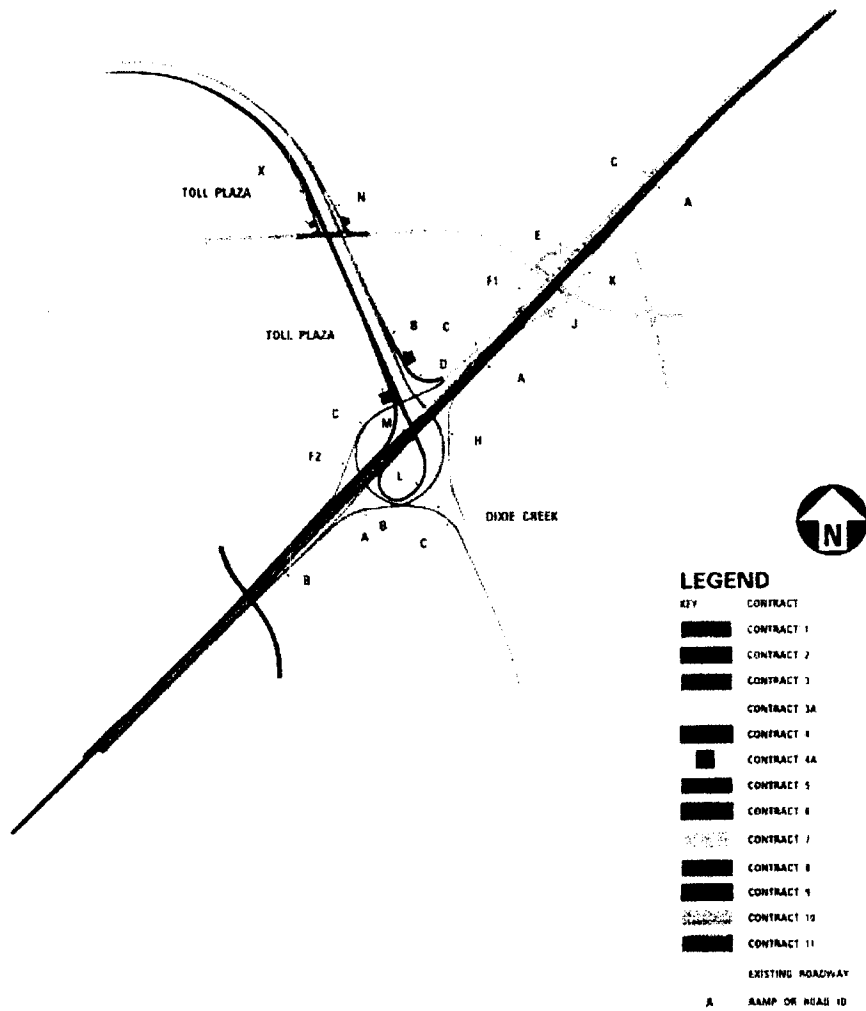


## EXHIBIT B

## Cost Participation Summary

Phase	Construction Year	Contracts	Total IDOT Cost Participation (2010)	Total Tollway Cost Participation (2010)	Total Corridor Cost (2010)
1	2010-2014	Contracts 1, 2, 10	\$67,800,000	\$0	\$359,700,000
		Contracts 3, 4, 11	\$112,050,000	\$179,850,000	
2	2023-2024	Contracts 5, 6, 7, 8, 9	\$0	\$189,725,000	\$189,725,000
Total			\$179,850,000	\$369,575,000	\$549,425,000

EXHIBIT C



**I-57 at I-294 Interchange  
Contract Designations**

NOT TO SCALE



*The Illinois Tollway  
2700 Ogden Avenue  
Downers Grove, Illinois 60515-1703  
Phone: 630/241-6800  
Fax: 630/241-6100  
TTY: 630/241-6898*

December 19, 2011

Ms. Diane O'Keefe  
Deputy Director/Region One Engineer  
The Illinois Department of Transportation  
201 W. Center Court  
Schaumburg, IL 60196

Attn: Jose A. Dominguez, P.E.

***Re: Memorandum of Understanding between the Illinois State Toll Highway Authority and  
the Illinois Department of Transportation (IDOT) I-57 and I-294 Project Phase One***

Dear Mr. Dominguez:

Enclosed is one (1) fully executed original of the Memorandum of Understanding between the Illinois State Toll Highway Authority and the Illinois Department of Transportation in connection with the above captioned project.

Very truly yours,

Robert T. Lane  
Sr. Assistant Attorney General

RTL:mw  
Enclosures



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eileen Cosgriff, CIS

FROM: Robert T. Lane, Sr. Assistant Attorney General *RL*

DATE: December 19, 2011

SUBJECT: *Memorandum of Understanding between the Illinois State Toll Highway Authority and the Illinois Department of Transportation (IDOT) I-57 and I-294 Project Phase One*

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Attached is one (1) fully executed original of a Memorandum of Understanding between the Illinois State Toll Highway Authority and the Illinois Department of Transportation (IDOT) in connection with the above captioned project.

This document is transmitted to your attention for the Department's records.

There is not a Resolution for a Memorandum of Understanding.

RTL:mw  
Attachment

cc:	R. Lane	J. Romano
	B. Clingman	L. Savickas
	J. Fehn	S. Talaber
	P. Kovacs	V. Yee
	A. Lintner	G. Zimmer
	M. Molliconi	R. Zucchero

## Cost Participation Summary

Phase	Construction Year	Agency	Cost
1	2010-2014	IDOT	\$78,549,356.00
		Tollway	\$131,602,290.00
		Total	\$210,151,646.00
	IDOT owes Tollway at end of Phase 1		\$26,526,467.00
	Credit to IDOT for Phase 2 Engineering work performed on behalf of Tollway		\$10,839,874.00
		IDOT Owes	\$15,686,593.00

16A 5326-4

was 16A 002012-04

**INTERGOVERNMENTAL MAINTENANCE AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
FOR THE  
I-294/I-57 INTERCHANGE**

This INTERGOVERNMENTAL MAINTENANCE AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 5th day of MARCH AD, 2015, 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 STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) (hereinafter sometimes referred to as "Toll Highway") at Interstate Route 57 (I-57) by constructing a full access interchange, which will be included in multiple DEPARTMENT and ILLINOIS TOLLWAY construction contract(s) commonly to be known as the I-294/I-57 Interchange (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT has been in development for many years; and

WHEREAS, on February 23, 2000, the DEPARTMENT and the ILLINOIS TOLLWAY entered into an Intergovernmental Agreement that covered among other things, the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT by this instrument, desire to determine and establish certain responsibilities toward maintenance and future financial obligations of the PROJECT as proposed; and

WHEREAS, for the purposes of record keeping, this AGREEMENT shall be known as 002012-04; 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 DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

#### **I. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section II, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section I. Maintenance includes but is not limited to:
  - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  - 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  - 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to

roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.



2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

## **II. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for I-57 in its entirety.
- B. The PARTIES agree to Maintain and have financial responsibility for the following ramps and roads as identified below and as depicted on Exhibits "A", "B" and "C":
  1. Ramp A – DEPARTMENT – Exhibit A
  2. Ramp/ CD Road B from I-57 to A/B split – DEPARTMENT – Exhibit A
  3. Ramp/ CD Road B from A/B split to I-294 – TOLLWAY – Exhibit A
  4. Ramp C – DEPARTMENT – Exhibit A
  5. Ramp D – TOLLWAY – Exhibit A
  6. Ramp F2 – DEPARTMENT – Exhibit A
  7. Ramp H – TOLLWAY – Exhibit A
  8. Ramp L – TOLLWAY - Exhibit A
  9. Ramp M from I-294 to B/F2 merge – TOLLWAY – Exhibit A
  10. Ramp M from B/F2 merge to I-57 – Exhibit A
  11. Ramp A/Ramp B split – Exhibit B
  12. Ramp F2/Ramp M merge - Exhibit C
  13. Ramp C/I-294 merge – Exhibit A
  14. CD Road A/Ramp L merge – Exhibit A
  15. Ramp H/CD Road A merge – Exhibit A
  16. Ramp C/Ramp D split – Exhibit A
- C. To further define each location on Exhibit A, the interface occurs at the convergence or divergence of an entrance/exit ramp. The exact location of the transition is to be at the location of the Transverse Expansion Joint generally indicated in the standard pavement jointing details of the PARTIES hereto. Both the exit and entrance ramp details for the PARTIES with a line indicating the assumed demarcation limits are attached hereto as part of this AGREEMENT as Exhibits "D", "E", "F" and "G". At each location, the gore pavement between the ramp and mainline pavement of the split/merge belong to the owner of the mainline pavement up to the point of the physical gore split between the ramps.

- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	I-57

In case of a conflict between the paragraphs included in this Section, Paragraph "B" shall control over Paragraph "C" and Paragraph "C" shall govern over Paragraph "D".

1. Type 1 - ILLINOIS TOLLWAY Right of Way over a Local Road

- a. The DEPARTMENT has all maintenance responsibility as to the following:
  - i. All DEPARTMENT right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
  - ii. All drainage facilities on DEPARTMENT right of way which drain DEPARTMENT highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on DEPARTMENT property for the purpose of carrying exclusively Toll Highway drainage;
  - iii. All underpass lighting;
  - iv. All DEPARTMENT traffic signals;
- b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY right of way at an intersection not maintained by the DEPARTMENT, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

2. Type 2 - DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

- a. The DEPARTMENT has all maintenance responsibility as to the following:
  - i. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.

- ii. The following portions of the grade elevation structure:
  - iii. The wearing surface;
  - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
  - v. Drainage facilities above structural beams and girders;
  - vi. All lighting except underpass;
  - vii. All DEPARTMENT signals and signs;
  - viii. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - ix. All drainage facilities carrying exclusively DEPARTMENT drainage.
- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - v. All underpass lighting.
3. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
- a. The DEPARTMENT and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "ILLINOIS TOLLWAY over" and "DEPARTMENT over".

- b. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:
  - i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with ILLINOIS TOLLWAY ramps;
  - ii. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
  - iii. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
  - iv. All guardrails on the DEPARTMENT right of way and highway roadway;
  - v. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
  - vi. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- c. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
  - i. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
  - ii. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's through traffic lanes;
  - iii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose

(gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the DEPARTMENT's pavement;

- iv. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the ILLINOIS TOLLWAY shall maintain all ramp bridge structures;
  - v. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
  - vi. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
  - vii. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.
  - viii. Sight screen fence installed by the ILLINOIS TOLLWAY on DEPARTMENT right of way. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY unlimited and unrestricted access for the maintenance of the sight screen fence. In the event the ILLINOIS TOLLWAY no longer maintains the aforementioned sight screen fence, the ILLINOIS TOLLWAY shall remove the proposed sight screen fence, erect an access control fence and install an appropriate planted vegetation sight screen at no expense to the DEPARTMENT.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
  - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);

3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
- F. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the DEPARTMENT will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the DEPARTMENT.
- G. In the event the DEPARTMENT must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the DEPARTMENT, shall assist in the coordination of any required lane closures on I-294 to perform such maintenance work.
- H. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;
- I. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- J. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- K. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken

by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.

- L. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.
- M. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

### **III. ADDITIONAL MAINTENANCE PROVISIONS**

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of DEPARTMENT highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be

maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

- D. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. Attached as Exhibits A through G are diagrams of the interchanges and other intersections included within the PROJECT as well as a description and identification of the ILLINOIS TOLLWAY's and the DEPARTMENT's respective maintenance responsibilities. In the event there is a conflict between the maintenance provisions contained in the Exhibits A through G and the text in Section II and Section III of this AGREEMENT, the text in Section II and Section III shall control.
- G. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along the DEPARTMENT's highways that arise within one half (1/2) mile from the centerline of I-294. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to the DEPARTMENT's highways.
- H. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

#### **IV. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation and the Illinois State Toll Highway Authority.



- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to interchange maintenance duties and responsibilities, the subject matter hereof, and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Deputy Director of Highways/Region One Engineer of the DEPARTMENT shall meet and resolve the issue.
- E. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- G. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- H. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- I. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or 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 DEPARTMENT unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- K. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineer


To the DEPARTMENT:

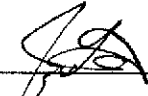
The Illinois Department of  
Transportation  
201 W. Center Court  
Schaumburg, Illinois 60196  
Attn: Deputy Director of  
Highways/Region One Engineer

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

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

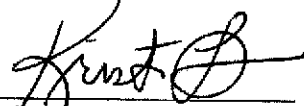
**THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

By:   
John A. Fortmann, P.E.  
Deputy Director of Highways/  
Region One Engineer

Attest:   
Jose Lios  
(Please Print)

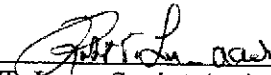
Date: 1/29/15

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By:   
Kristi Lafleur, Executive Director

Date: 3/5/15

Approved as to Form and Constitutionality

 2-27-2015  
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

**17TH STREET**

**NEEBE AVE**

**RAMP L**

**RAMP K**

**RAMP J**

**RAMP I**

**RAMP H**

**RAMP G**

**RAMP F**

**RAMP E**

**RAMP D**

**RAMP C**

**RAMP B**

**RAMP A**

**RAMP M**

**RAMP N**

**RAMP O**

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**RAMP AA**

**RAMP AB**

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**RAMP CR**

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**RAMP CX**

**RAMP CY**

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**RAMP EH**

**RAMP EI**

**RAMP EJ**

**RAMP EK**

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**RAMP EN**

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**RAMP ES**

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**RAMP EU**

**RAMP EV**

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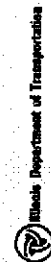
**RAMP LN**

**RAMP LO**

**RAMP LP**

**RAMP LQ**

April 2012 Scale: 1" = 100'



**LEGEND**

	<b>IDOT</b>
	<b>TOLLWAY</b>

EXHIBIT B

NB INTERSTATE 57

6'-4" STUB (RAMP B STA. 3012+97)

RAMP A

RAMP B

LEGEND

IDOT

TOLLWAY



I-294 at I-57 Interchange  
Jurisdictional Limits  
Ramp B - A  
April 2012 Scale: 1" = 50'

# EXHIBIT C

4' STUB (RAMP M STA. 3455 + 03)

RAMP F2 (FUTURE)

RAMP M

SB INTERSTATE 57

NB INTERSTATE 57

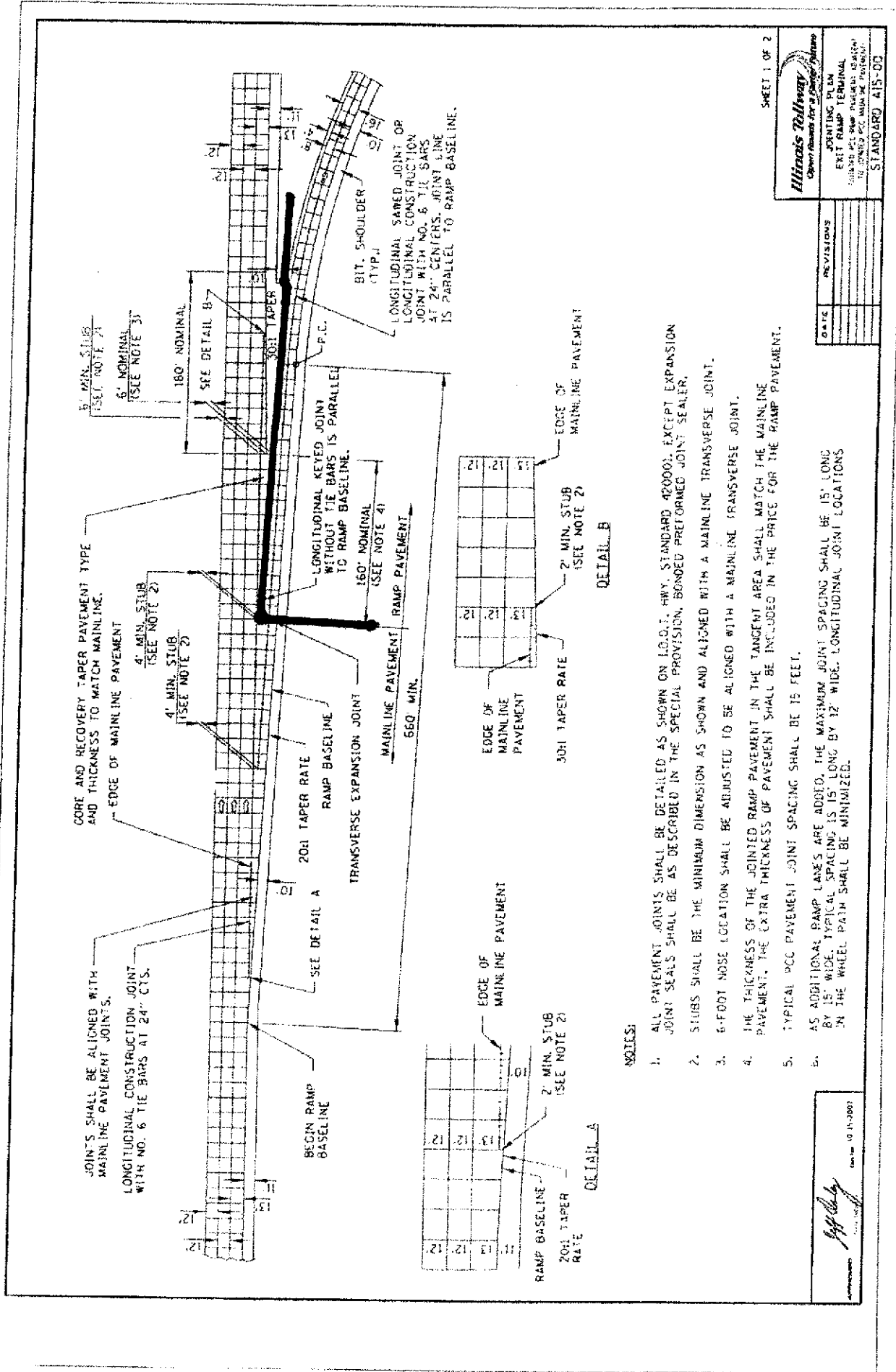
**LEGEND**

	IDOT
	TOLLWAY

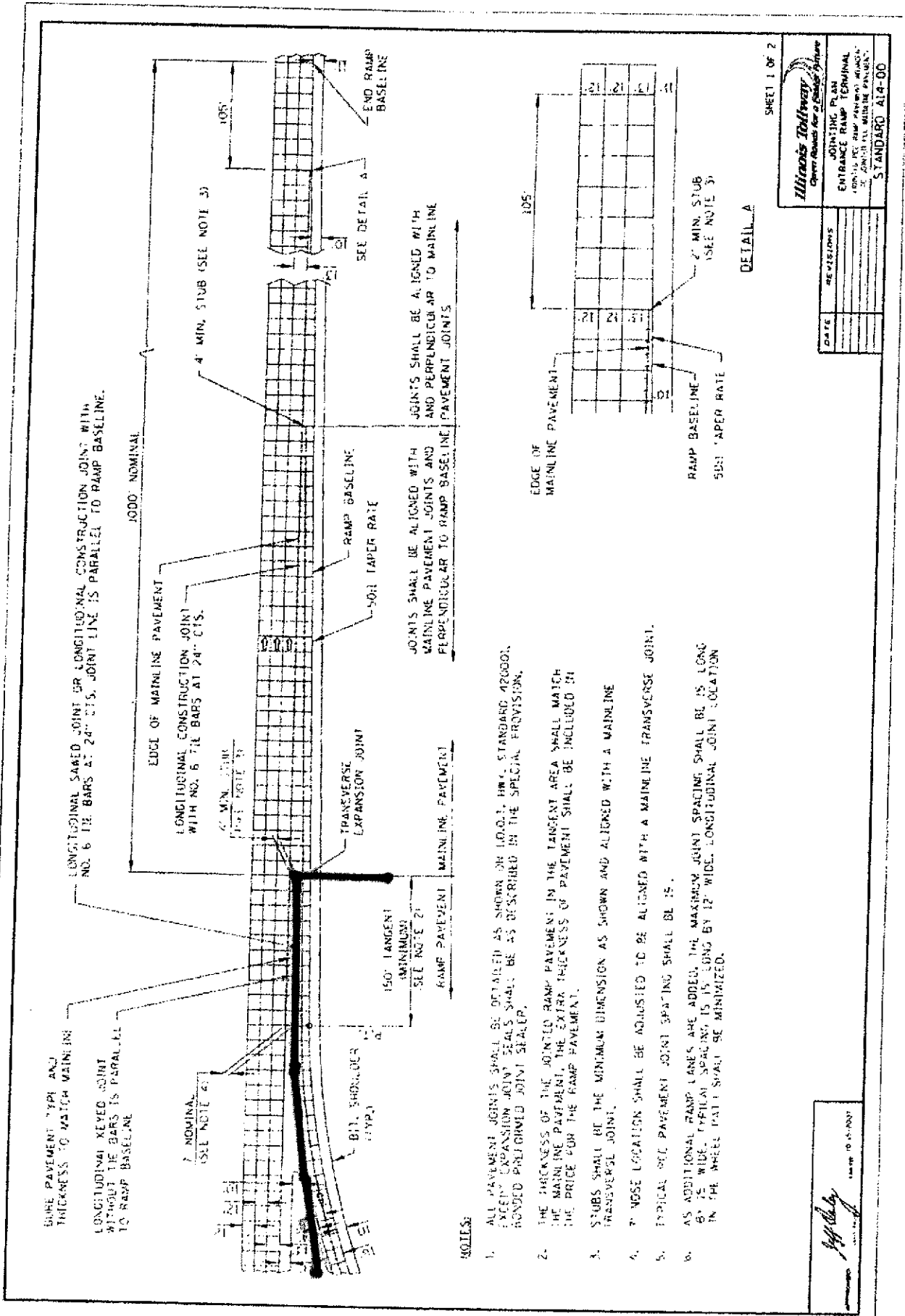
I-294 at I-57 Interchange  
Jurisdictional Limits  
Ramp M - F2  
April 2012 Scale: 1" = 50'



# Exhibit D



# Exhibit E



SHEET 1 OF 2

**Illinois Tollway**  
 Open Roads for a Better Future

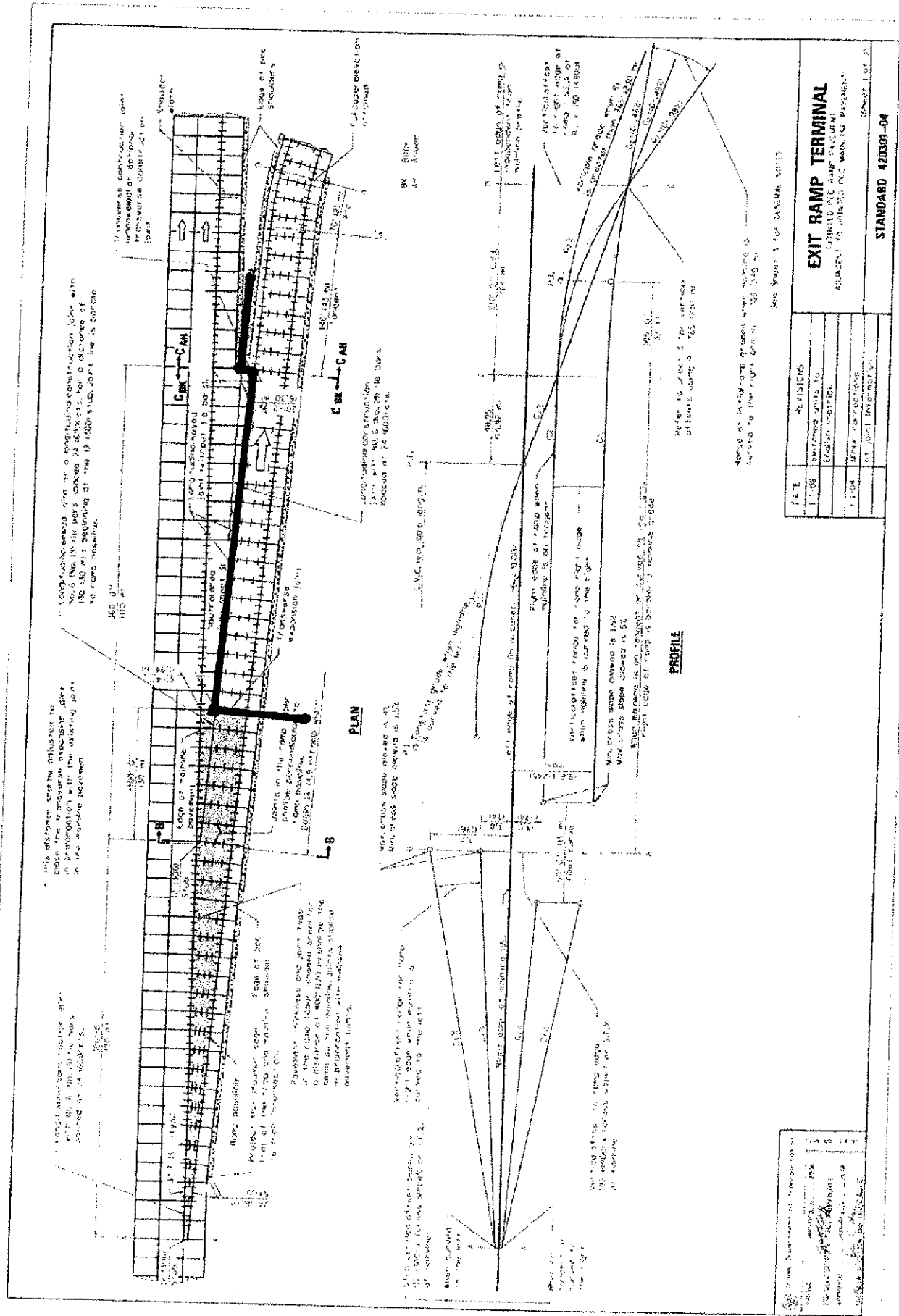
DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

JOINTING PLAN  
 ENTRANCE RAMP TERMINAL  
 (CONSTRUCT RAMP PAVEMENT JOINTS  
 AT JOINTS IN MAINLINE PAVEMENT)

STANDARD 414-00

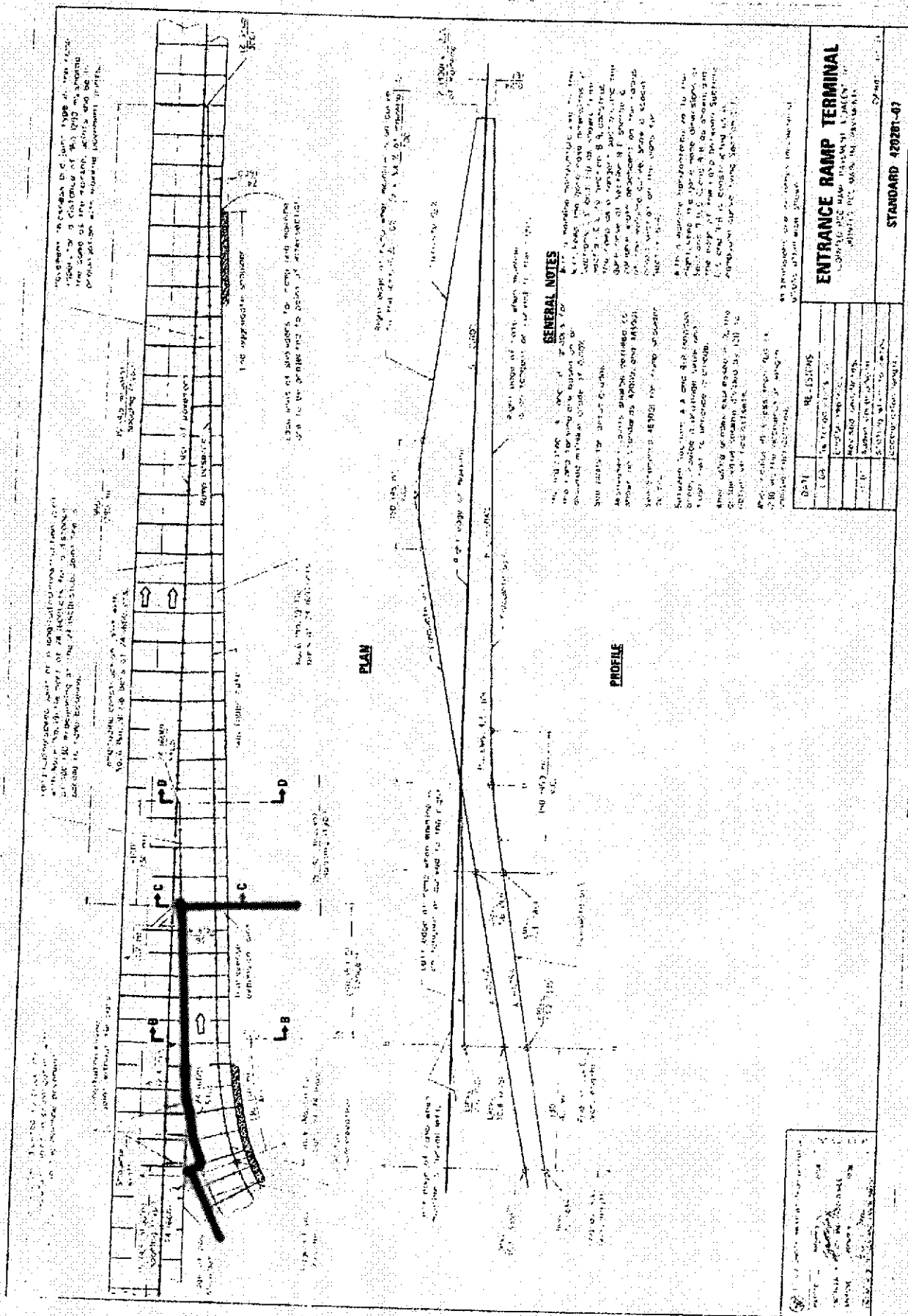
*[Signature]*  
 DATE: 10/1/2007

## Exhibit F





## Exhibit G



**DRAFT**

Board Meeting

February 2015

Legal Department



Item Number:

**6.4/3**

Activity Type: Resolution

---

**Intergovernmental Maintenance Agreement**

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**Contract #:** N/A

**Description:** An Intergovernmental Agreement with the Illinois Department of Transportation

**Background:** The Tollway and IDOT have constructed a new full access interchange at the intersection of the Tri-State Tollway (I-294) and Interstate Route 57 (I-57). This IGA outlines the respective parties' responsibilities toward maintenance and future financial obligations of the interchange.

**Amount:** None – This is strictly a Maintenance Agreement.

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**Project or Annual Budget Detail**

Intergovernmental Agreement with the Illinois Department of Transportation

Category	Project Budget	IGA Agreement
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No Budgetary Impact

**Comments:**

**DRAFT**

Board Meeting

February 2015

Legal Department



Item Number:

**6.4/3**

Activity Type:

Resolution

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**Intergovernmental Maintenance Agreement**

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**Diversity Program Detail**

Intergovernmental Agreement with the Illinois Department of Transportation

Vendor	Certification	% of Committed Goal	Ethnic Group	Gender
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**Comments:**

BEP Goal is not applicable.

2/26/15

6.4/3

RESOLUTION NO. 20620

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (hereinafter referred to as "Tollway") to enter into an Intergovernmental Agreement (hereinafter referred to as "IGA") with the Illinois Department of Transportation (hereinafter referred to as "IDOT"). The Tollway and IDOT have constructed a new full access interchange at the intersection of the Tri-State Tollway (I-294) and Interstate Route 57 (I-57). This IGA outlines the parties' responsibilities with respect to maintenance and other future obligations relating to the interchange.

**Resolution**

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.

Approved by: \_\_\_\_\_



Chair

RESOLUTION NO. 22263  
AMENDING RESOLUTION NO. 22216

**Background**

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22027, as preceded by Resolutions 22003, 21948, 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942, 20771, 22027, 22052, 22101, 22138, 22175 and 22216 identified specific parcels that were required for Illinois State Toll Highway purposes. Resolution 22216 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 22216, 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. 22263  
AMENDING RESOLUTION NO. 22216

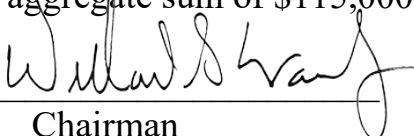
**Resolution – Continued**

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

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

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

Approved by:

  
Chairman

06/24/21

6.4/2

RESOLUTION NO. 22263  
AMENDING RESOLUTION NO. 22216

**Resolution – Continued- Exhibit A**

**PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS**

**TRI-STATE TOLLWAY**

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

<b>PREVIOUSLY IDENTIFIED PARCELS</b>		
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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**

<b>PREVIOUSLY IDENTIFIED PARCELS</b>		
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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"**  
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**Tri-State Tollway**

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

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

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

**EXHIBIT "A"**  
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**Tri-State Tollway**

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

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

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

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

**PREVIOUSLY IDENTIFIED PARCELS**

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

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

<b>PREVIOUSLY IDENTIFIED PARCELS</b>		
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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-3A-16-023	23-01-301-020	Cook
TW-3A-16-026	23-01-301-024	Cook
TW-3A-16-027	23-01-301-033	Cook
TW-3A-16-053	23-01-117-003	Cook
TW-5-16-073	That part of Spring Street, Hinsdale	Cook
TW-5-16-074	18-06-303-025, 18-06-310-011, 18-06-310-012 18-06-310-016, 18-06-310-017, 18-06-310-018 18-06-310-019, 18-06-310-021, 18-06-311-001 18-06-311-002, 18-06-311-003, 18-06-311-004 18-06-311-005, 18-06-311-006, 18-06-311-007 18-06-311-008, 18-06-311-009, 18-06-311-010 18-06-311-021, 18-06-311-023	Cook
TW-6B-16-010	That part of Coolidge Avenue, Berkeley	Cook
TW-6B-16-011	That part of Superior St., Huron St. and public alley in block 2 of H.O. Stone and Company's Ber-Elm Addition, Berkeley	Cook

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

<b>PREVIOUSLY IDENTIFIED PARCELS</b>		
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-6B-16-013	That part of Victoria Avenue, Berkeley	Cook
TW-6B-16-014	That part of Electric Avenue, Berkeley	Cook
TW-6B-16-015	15-07-318-004-8001	Cook
TW-6B-16-017	15-07-501-001	Cook
TW-6C-16-005	16 Foot Alley in Block 9 in Berkeley Lawn Subdivision	Cook
TW-3A-16-033	23-01-300-028, 23-01-300-029	Cook
TW-3A-16-043	23-01-109-031	Cook
TW-3A-16-044	23-01-109-032	Cook
TW-3A-16-045	23-01-109-033	Cook
TW-3A-16-047	A PART OF WEST 90TH STREET OF MILFORD COURT, BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 97144076 RECORDED MARCH 04, 1987	Cook
TW-3A-16-083	18-35-122-014, 18-35-122-015	Cook
TW-6B-16-006	That part of Park Ave., Berkeley	Cook
TW-6B-16-007	That part of Victoria Ave., Berkeley	Cook
TW-6C-16-015	15-18-306-016, 15-18-306-017, 15-18-306-018	Cook
TW-5-16-042	18-07-301-019	Cook
TW-5-16-077	LOTS 49 TO 52, BOTH INCLUSIVE, IN H.W. DIETRICH'S RE-SUBDIVISION OF LOTS 1, 2, AND 3, THE SOUTH HALF AND THE WEST 186.86 FEET OF THE NORTH HALF OF LOT 4 AND LOTS 7 TO 18 INCLUSIVE (EXCEPT THE EAST 68 FEET OF LOTS 7 AND 8 IN BLOCK 14, ALL OF BLOCK 15 AND LOTS 1 TO 13 IN BLOCK 16 IN EAST HINSDALE, A SUBDIVISION OF THE EAST HALF AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD; ALL IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.	Cook
TW-5-16-080	18-06-312-008, 18-06-312-009	Cook
TW-5-16-123	06-36-200-036	DuPage
TW-5-16-124	06-36-200-025	DuPage
TW-5-16-125	06-25-409-016	DuPage



**EXHIBIT "A"**  
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**Tri-State Tollway**

<b>PREVIOUSLY IDENTIFIED PARCELS</b>		
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-5-16-027	18-07-418-003, 18-07-418-004, 18-07-400-009	Cook
TW-5-16-029	18-07-418-059-1001 thru 18-07-418-059-1028	Cook
TW-5-16-034	18-07-109-037-1001 thru 18-07-109-037-1105	Cook
TW-5-16-049	18-07-117-007, 18-07-117-008, 18-07-117-009	Cook
TW-5-16-075	18-06-312-031	Cook
TW-5-16-076	18-06-312-030	Cook
TW-5-16-081	18-06-312-007, 18-06-312-017	Cook
TW-5-16-092	18-06-118-020	Cool
TW-5-16-093	18-06-118-016	Cook
TW-5-16-097	18-06-126-019	Cook
TW-5-16-100	18-06-126-018	Cook
TW-5-16-102	18-06-126-017	Cook
TW-5-16-121	06-36-202-017, 06-36-202-018	DuPage
TW-5-16-143	18-07-109-037-1001 thru 1105, Lot 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN 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	Cook
TW-5-16-146	THOSE PARTS OF LOTS 9 AND 10 IN BLOCK 12 IN THE 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, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT)	Cook
TW-6A-16-001	06-25-409-014	DuPage
TW-6A-16-002	15-30-301-018, 15-30-301-020, 15-30-301-021	Cook
TW-6C-16-016	15-18-306-027, 15-18-307-001, 15-18-307-002, 15-18-307-022 15-18-307-023, 15-18-307-005, 15-18-307-006, 15-18-307-007 15-18-307-026, 15-18-307-027, 15-18-307-015, 15-18-307-016 15-18-307-017, 15-18-307-018, 15-18-307-025	Cook
TW-6C-16-017	That part of Concord and Caldwell Avenues	Cook

**EXHIBIT "A"**  
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**PREVIOUSLY IDENTIFIED PARCELS**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-6C-16-018	15-18-307-024	Cook
TW-6C-16-019	06-13-405-025	DuPage
TW-5-16-145	18-07-418-005	Cook

**ADDED IDENTIFIED PARCELS**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
TW-3A-16-079	18-35-102-041	Cook
TW-3A-16-080	18-35-102-024	Cook
TW-3A-16-094	18-35-120-006, 18-35-120-016	Cook
TW-3A-16-095	18-34-201-027	Cook
TW-3A-16-098	18-35-100-007	Cook
TW-3A-16-099	18-35-100-006	Cook
TW-3A-16-100	18-35-100-005	Cook
TW-3A-16-101	18-35-100-004, 18-35-100-014	Cook
TW-3A-16-103	18-26-301-003, 18-26-301-004 18-26-302-013, 18-27-412-012	Cook
TW-3A-16-104	18-34-203-008	Cook
TW-3A-16-105	18-34-203-009	Cook
TW-3A-16-106	18-34-203-014	Cook
TW-3A-16-107	18-27-412-009, 18-27-412-010, 18-27-412-013	Cook
TW-3A-16-108	18-27-412-006, 18-27-412-007	Cook
TW-3A-16-110	18-26-303-001	Cook
TW-5-16-104	18-06-126-015	Cook
TW-5-16-108	18-06-126-013	Cook
TW-5-16-109	18-06-126-012	Cook
TW-5-16-113	18-06-118-022	Cook
TW-5-16-114	18-06-118-026	Cook

RESOLUTION NO. 22264  
AMENDING RESOLUTION NO. 21965

**Background**

Resolutions 19584, 19882, 20227, 20894 and 22024 authorized acquisition of needed parcels and expenditures up to \$687,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Elgin O'Hare Western Access Project, Project No. I-11-4011 ("Project No. I-11-4011"). Resolution 21965, as preceded by Resolutions 21850, 21754, 21540, 21429, 21305, 21209, 21171, 21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986, identified specific parcels that were required for Illinois State Toll Highway Authority ("Tollway") purposes. Resolution 21965 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. I-11-4011, 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 be acquire by eminent domain. This Resolution, amending Resolution 21965, identifies additional parcels and satisfies this requirement.

**Resolution**

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A ("Identified Parcels"), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. I-11-4011. The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. I-11-4011 and, per Resolutions 19584, 19882, 20227, 20894 and 22024, to spend sums up to an amount not to exceed \$687,000,000.00 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

RESOLUTION NO. 22264  
AMENDING RESOLUTION NO. 21965

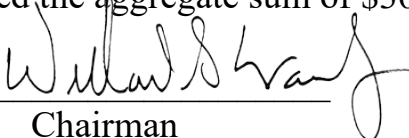
**Resolution – continued**

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

Approved by: \_\_\_\_\_

  
Chairman

06/24/21

6.4/3

RESOLUTION NO. 22264  
AMENDING RESOLUTION NO. 21965

**Resolution – continued- Exhibit A**

**PROJECT: I-11-4011- IDENTIFICATION OF PARCELS**

**ELMHURST INTERCHANGE AND EOWA**

**EXHIBIT “A”**  
**Project I-11-4011**  
**Elmhurst Road**  
**Elgin O’Hare Western Access**

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

**PARCEL NUMBER**

**COOK COUNTY PIN NUMBER/OR DESCRIPTION**

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

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

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

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

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

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



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

**Elgin O'Hare Western Access**

**PREVIOUSLY IDENTIFIED**

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

**EXHIBIT “A”**  
**Project I-11-4011**  
**Elmhurst Road**  
**Elgin O’Hare Western Access**

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

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

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

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

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

<b>Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED</b>		
<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
EO-1B-12-102	03-04-101-022	DuPage
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

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

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

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

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-002	15-06-100-011, 15-06-100-033	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-120	Cook
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook

**EXHIBIT “A”**  
**Project I-11-4011**  
**Elmhurst Road**  
**Elgin O’Hare Western Access**

<b>Elgin O’Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook
EO-1B-12-053	03-02-301-019	DuPage
EO-1B-12-056	03-02-301-017	DuPage
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook
EO-1B-12-107	03-04-400-007	DuPage

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-932	THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
EO-1B-12-933	THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
WA-1D-12-006	12-19-400-119	Cook
WA-1D-12-007	12-19-400-117, 12-19-400-167	Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104	Cook
WA-1D-12-014	12-19-400-056	Cook
WA-1D-12-015	12-19-400-150	Cook
WA-1D-12-016	12-19-400-152	Cook
WA-1D-12-080	12-19-400-079	Cook
WA-1D-12-107	12-19-400-168	Cook
WA-1D-12-108	12-19-400-102	Cook
EO-1B-12-029	03-04-406-023	DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022	DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977	DuPage
NW-7A-12-101	08-36-102-001	Cook



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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-1D-12-048	03-13-403-002, 03-13-406-001,	DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030	DuPage
EO-1B-12-189	03-04-406-028	DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS	DuPage
WA-1D-12-004	12-19-400-078	Cook
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook
NW-7A-12-103	08-36-102-027	Cook
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook
WA-3D-12-054	08-36-201-011	Cook
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook
WA-1D-12-062	12-19-100-035, 12-19-100-001	Cook
TW-7-12-031	12-30-100-016-6001, 12-30-100-016-6002	Cook
WA-1D-12-001	12-19-500-006, 12-19-500-008	Cook
WA-1D-12-074	12-19-500-004, 12-18-500-006	Cook
WA-1D-12-081	12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044	Cook
WA-1D-12-092	03-13-510-001	DuPage
WA-2D-12-184	03-12-505-004, 03-01-505-004, 03-12-510-001	DuPage

**EXHIBIT “A”**  
**Project I-11-4011**  
**Elmhurst Road**  
**Elgin O’Hare Western Access**

<b>Elgin O’Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-2D-12-216	03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010	DuPage
WA-2D-12-218	03-01-504-001 08-36-500-021	DuPage Cook
WA-3D-12-002	08-36-300-007	Cook
WA-1D-12-022	03-24-201-013, 03-24-201-014	DuPage
WA-1D-15-001	12-19-100-036	Cook
WA-2D-12-195	03-01-509-001, 03-01-509-002, 03-01-100-003	DuPage
WA-3D-12-003	08-36-300-009, 08-36-300-012, 08-36-300-013	Cook
WA-3D-12-006	08-36-300-010	Cook
WA-3D-16-001	09-31-100-004	Cook
WA-1D-12-023	03-24-201-019	DuPage
WA-1D-12-024	03-24-201-020	DuPage
WA-1D-12-025	03-24-201-006, 03-24-201-015	DuPage
WA-1D-12-027	12-19-100-066	Cook
WA-1D-12-028	12-19-100-065	Cook
WA-1D-12-029	12-19-100-084	Cook
WA-1D-12-030	12-19-100-083	Cook
WA-1D-12-032	12-19-100-096	Cook
WA-1D-12-033	12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006	Cook
WA-1D-12-034	12-19-100-038	Cook
WA-1D-12-035	12-19-100-019	Cook

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-1D-12-037	12-19-100-026	Cook
WA-1D-12-109	12-19-100-078	Cook
WA-1D-12-038	12-19-100-028	Cook
WA-3D-12-011	08-36-102-046, 08-300-011	Cook
WA-3D-16-900	THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD	Cook
WA-3D-12-900	08-36-102-045	Cook
EO-1B-15-001	03-09-100-019, 03-34-302-012	DuPage
NW-7A-16-001	08-35-202-045	Cook
WA-2D-16-001	03-01-100-003	DuPage
WA-3D-12-008	08-36-102-010, 08-36-102-011,	Cook
WA-1D-15-002	12-19-400-148, 12-19-400-149	Cook
WA-2D-16-005	03-11-404-004, 03-11-404-022, 03-11-404-025	DuPage
WA-3D-12-012	08-36-101-012 08-36-102-012, 08-36-102-04	Cook
EO-1B-12-938	THAT PART OF THE NORTH 50 FEET OF LOTS 23 AND 24 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 14, RECORDED JULY 15, 1946 AS DOCUMENT NUMBER 502063; PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
TW-7-12-036	15-06-100-034	Cook
WA-1D-12-039	12-19-100-031, 12-19-100-043	Cook
WA-1D-12-901	12-19-100-037	Cook
WA-3D-12-085	08-25-500-001, 08-36-500-002	Cook
NW-7B-12-009	08-25-202-005, 08-25-203-005	Cook
NW-7B-12-003	08-25-400-006	Cook

**EXHIBIT “A”**  
**Project I-11-4011**  
**Elmhurst Road**  
**Elgin O’Hare Western Access**

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

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
NW-7B-12-006	08-25-202-006, 08-25-202-013 08-25-202-014, 08-25-202-017, 08-25-202-018	Cook
NW-7B-12-010	08-25-202-019	Cook
NW-7B-12-020	08-25-400-005	Cook

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

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
WA-1D-12-023T	03-24-201-021	DuPage
WA-1D-12-024T	03-24-201-022	DuPage
WA-1D-12-027T	12-19-100-066	Cook
WA-1D-12-028T	12-19-100-065	Cook
WA-1D-12-029T	12-19-100-084	Cook
WA-1D-12-030T	12-19-100-083	Cook
WA-1D-12-032T	12-19-100-096	Cook
WA-1D-12-103T	12-19-400-121	Cook
WA-1D-12-116	12-30-101-006	Cook
WA-1D-12-117	12-30-102-002	Cook
WA-1D-12-119	03-13-313-007, 03-13-313-010, 03-13-313-012	DuPage

## RESOLUTION NO. 22265

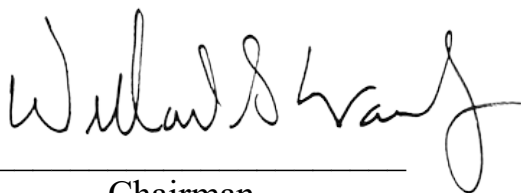
**Background**

The Illinois State Toll Highway Authority ("Tollway") seeks to recover patrons' unpaid tolls by issuing invoices. To provide for the collection of unpaid invoices, the Tollway sought to procure Violation Enforcement Program Services. Pursuant to Tollway's Request for Proposal No. 20-0066, and upon evaluation by a selection committee, the Tollway determined that Professional Account Management, LLC ("PAM") provides the best overall value for Violation Enforcement Program Services with no direct costs to the Tollway for said services. Instead, the Tollway will share in the revenue PAM collects on debt the Tollway places with PAM for collection. Specifically, the Tollway will be paid 100% of any tolls PAM collects and 87% of any toll-related fees and fines PAM collects. Relative to non-toll related debt the Tollway places with PAM (such as property damage receivables, help truck receivables, permits fees and other past-due miscellaneous invoiced receivables), the Tollway will be paid 82.5% of any amounts PAM collects. It is in the best interest of the Tollway to accept PAM's proposal for Violation Enforcement Program Services.

**Resolution**

Acceptance of the proposal for Violation Enforcement Program Services submitted by Professional Account Management, LLC, Contract No. 20-0066, is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue any other necessary documents in connection therewith.

Approved by: \_\_\_\_\_

  
Chairman

## RESOLUTION NO. 22266

**Background**

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

As a result of the severe and continuing economic contraction caused by the COVID-19 pandemic and for various other reasons, many Tollway customers are facing extremely difficult economic circumstances. Like other State agencies, the Tollway seeks to do its part to provide relief to Illinoisans and other motorists who travel on its toll roads. Accordingly, pursuant to the foregoing authority, the Tollway seeks Board approval to extend its existing amnesty program—which was implemented in June 2020 pursuant to Resolution No. 22053 and extended in December 2020 pursuant to Resolution No. 22143—to and including September 3, 2021.

Under the extended amnesty program:

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

In order to receive amnesty, a Tollway customer must pay the full March 9 Amnesty and Pre-March 9 Amnesty amounts (both of which will include all outstanding tolls) by 5:00 p.m., Central Daylight Time, on September 3, 2021. Full payment may be made by lump sum payment or by periodic payments, provided that final payment in full is made by the September 3, 2021, 5:00 p.m. deadline. A customer who fails to pay the full March 9 Amnesty and Pre-March 9 Amnesty amounts by the stated deadline will not receive amnesty and will be liable for the total of all unpaid tolls, fines and penalties.



## RESOLUTION NO. 22266

**Background - (continued)**

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

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

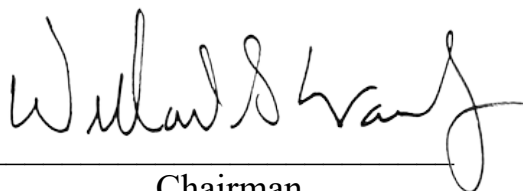
The amnesty program shall have no retroactive effect with regard to any payments already tendered to the Tollway that were full payments or payments in an amount greater than the March 9 Amnesty or Pre-March 9 Amnesty amounts and shall not be the basis for either a refund or a credit.

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

**Resolution**

To provide needed relief to Tollway customers, the Tollway is authorized to implement amnesty programs, as described above and as permitted under Section 10(a-5) of the Toll Highway Act, 605 ILCS 10/10(a-5). The Tollway implemented such a program in June 2020, which program will expire at 5:00 p.m., Central Daylight Time, on June 30, 2021. The Tollway is hereby authorized to extend the end date of its existing amnesty program to 5:00 p.m., Central Daylight Time, September 3, 2021.

Approved by: \_\_\_\_\_



Chairman

06/24/21

RESOLUTION NO.

6.5/3

**DEFERRED**

**Background**

**Resolution**

c

Deferred

Approved by: \_\_\_\_\_  
Chairman