Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Unclaimed Property Filing Services. Pursuant to Tollway Request for Proposal No. 24-0242 and upon evaluation by a selection committee, the Tollway determined that Crowe LLP provides the best overall value for Unclaimed Property Filing Services for an upper limit of compensation not to exceed \$881,187.50.

Resolution

The proposal from Crowe LLP for the purchase of Unclaimed Property Filing Services is accepted. Contract No. 24-0242 is approved in an amount not to exceed \$881,187.50. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

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Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Liferay Software plus Maintenance and Support. Pursuant to Tollway Invitation for Bid No. 24-0175, the Tollway determined that AlxTel, Inc. is the lowest responsive and responsible bidder for Liferay Software plus Maintenance and Support for an upper limit of compensation not to exceed \$1,451,895.08 for an initial three-year term and an amount not to exceed \$996,786.74 for a possible two-year renewal term.

Resolution

The bid from AlxTel, Inc. for the purchase of Liferay Software plus Maintenance and Support is accepted. Contract No. 24-0175 is approved in an amount not to exceed not to exceed \$1,451,895.08 for an initial three-year term and an amount not to exceed \$996,786.74 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, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:	analdo Rivera	•
• -	Chairman	

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Air Compressors and Air Dryers Inspections, Maintenance, and Repairs. Pursuant to Tollway Invitation for Bid No. 24-0151RR, the Tollway determined that Anderson Analytical, Inc. is the lowest responsive and responsible bidder for Air Compressors and Air Dryers Inspections, Maintenance, and Repairs for an upper limit of compensation not to exceed \$119,540.00 for an initial two-year term and an amount not to exceed \$129,320.00 for a possible two-year renewal term.

Resolution

The bid from Anderson Analytical, Inc. for the purchase of Air Compressors and Air Dryers Inspections, Maintenance, and Repairs is accepted. Contract No. 24-0151RR is approved in an amount not to exceed not to exceed \$119,540.00 for an initial two-year term and an amount not to exceed \$129,320.00 for a possible two-year renewal term. 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, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

RESOLUTION NO. 23024

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-25-4990 for Drainage Improvements on the Tri-State Tollway (I-94/I-294) at I-94 from Mile Post 19.0 (Townline Road) to Mile Post 21.9 (Half Day Road) and at I-294 Mile Post 50.7 (Walters Avenue). The lowest responsive and responsible bidder on Contract No. RR-25-4990 is Foundation Mechanics, LLC in the amount of \$4,099,199.00.

Resolution

Contract No. RR-25-4990 is awarded to Foundation Mechanics, LLC in the amount of \$4,099,199.00, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other award requirements, and (iii) 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.

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-25-2015 for Bridge Rehabilitation on the Veterans Memorial Tollway (I-355) from Mile Post 10.2 (Des Plaines River) to Mile Post 17.6 (Jackson Avenue). The lowest responsive and responsible bidder on Contract No. RR-25-2015 is ICC Group, Inc. in the amount of \$20,547,000.00.

Resolution

Contract No. RR-25-2015 is awarded to ICC Group, Inc. in the amount of \$20,547,000.00, subject to (i) all required approvals and contract award requirements, (ii) the contractor satisfying applicable DBE, financial and other award requirements, and (iii) 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.

RESOLUTION NO. 23026

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 22345 dated November 18, 2021, entered into Contract No. I-21-4738 with Lorig Construction Company for: Railroad Track Relocation; Retaining Wall Construction; Earthwork Excavation on the Elgin O'Hare Western Access Tollway (I-490) south of Grand Avenue to Irving Park Road (IL 19); and Tri-State Tollway (I-294) to Franklin Avenue, Mile Post 5.6 (Touhy Avenue IL 72) to Mile Post 5.75 (Old Higgins Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-21-4738, in an amount not to exceed \$3,000,000.00, to provide for modifying the temporary soil retention system that is being installed to hold soil in place during construction of new track for the Union Pacific Railroad. In accordance with the Tollway's Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of compensation on Contract No. I-21-4738 in an amount not to exceed \$3,000,000.00.

Resolution

An Extra Work Order in the amount of \$3,000,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-21-4738, increasing the upper limit of compensation from \$128,871,218.89 to \$131,871,218.89, is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Services Upon Request on Contract No. RR-25-4988 Systemwide. WBK Engineering, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with WBK Engineering, LLC to obtain Design Services Upon Request on Contract No. RR-25-4988 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

RESOLUTION NO. 23028

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services Upon Request on Contract No. I-24-4764 on the Elgin O'Hare Western Access (I-490). Globetrotters Engineering Corporation submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$5,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Globetrotters Engineering Corporation to obtain Construction Management Services Upon Request on Contract No. I-24-4764 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Services for Intelligent Transportation Systems (ITS) Improvements on Contract No. I-25-2012 on the Tri-State Tollway (I-294). Thomas Engineering Group, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$5,635,498.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Thomas Engineering Group, LLC to obtain Construction Management Services on Contract No. I-25-2012 with an upper limit of compensation not to exceed \$5,635,498.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

RESOLUTION NO. 23030

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Bituminous Mix. Pursuant to Tollway Invitation for Bid No. 24-0143, the Tollway determined that DuPage Materials Company, LLC ("DuPage Materials"), Curran Contracting Company ("Curran Contracting"), K-Five Hodgkins, LLC (K-Five Hodgkins") and Peter Baker & Son Co. ("Peter Baker") are the lowest responsive and responsible bidders for Bituminous Mix for an aggregate upper limit of compensation not to exceed \$225,800.00.

Resolution

The bids from DuPage Materials, Curran Contracting, K-Five Hodgkins, and Peter Baker for the purchase of Bituminous Mix are accepted. Contract No. 24-0143A, Contract No. 24-0143B, Contract No. 24-0143C, and Contract No. 24-0143D for DuPage Materials, Curran Contracting, K-Five Hodgkins and Peter Baker, respectively, are approved in an aggregate amount not to exceed \$225,800.00. 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, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

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RESOLUTION NO.

DEFERRED

Background

Resolution

RESOLUTION NO. 23031

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Intelligent Transportation System ("ITS") Replacement Parts and Services. Pursuant to Tollway Invitation for Bid No. 23-0107, the Tollway determined that Meade, Inc. is the lowest responsive and responsible bidder for ITS Replacement Parts and Services for an upper limit of compensation not to exceed \$16,743,377.64.

Resolution

The bid from Meade, Inc. for the purchase of ITS Replacement Parts and Services is accepted. Contract No. 23-0107 is approved in an amount not to exceed \$16,743,377.64. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

RESOLUTION NO. 23032

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Web-Based Program Management Information System Consulting Services. Pursuant to Tollway Request for Proposal No. 23-0144 and upon evaluation by a selection committee, the Tollway determined that Avicado Construction Technology Services, LLC provides the best overall value for Web-Based Program Management Information System Consulting Services for an upper limit of compensation not to exceed \$4,838,768.40.

Resolution

The proposal from Avicado Construction Technology Services, LLC for the purchase of Web-Based Program Management Information System Consulting Services is accepted. Contract No. 23-0144 is approved in an amount not to exceed \$4,838,768.40. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Background

The Illinois State Toll Highway Authority ("Tollway") owns property throughout northern Illinois, including a gun range located at 3460 S. Finley Road, Downers Grove, Illinois 60515 ("Gun Range"). In past years, the Gun Range was utilized by the Illinois State Police ("ISP"). ISP seeks to continue to use the Gun Range as well as other property owned by the Tollway. To delineate and govern the parties' respective rights, responsibilities and agreements relative to ISP's use of such Tollway-owned property, the Tollway and ISP agreed to enter into an intergovernmental agreement memorializing their understandings. It is in the best interest of the Tollway to enter into the intergovernmental agreement.

Resolution

The General Counsel is authorized to finalize an Intergovernmental Agreement between the Tollway and ISP in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: Qualdo River

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE POLICE AND

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY REGARDING USE OF PROPERTY OWNED BY

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

I. INTRODUCTION

The Illinois State Police ("ISP") and The Illinois State Toll Highway Authority ("Tollway"), individually referred to as "Party" and collectively referred to as "Parties," enter into this Intergovernmental Agreement ("Agreement") to delineate their respective responsibilities relative to the ISP's use of a gun range owned by the Tollway and located at 3460 S. Finley Road, Downers Grove, Illinois 60515 ("Gun Range") and other Tollway-owned property, other than Tollway toll roads.

II. TERM AND TERMINATION

- A. **TERM OF AGREEMENT.** This Agreement shall commence on January 1, 2025 and continue year to year until amended or modified by mutual agreement of the Parties or until terminated as provided in this Agreement.
- B. **MODIFICATIONS.** This Agreement may be modified solely by written agreement signed by the Parties.
- C. **TERMINATION.** This Agreement may be terminated by either Party by giving 30 calendar days' written notice to the other Party.

III. GENERAL PROVISIONS

- A. **COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** This Agreement and all related public records are subject to the Freedom of Information Act ("FOIA"), 5 ILCS 140/1, *et seq.*, notwithstanding any provision to the contrary that may be found in this Agreement. Each Party is responsible for responding to FOIA requests it receives, and in doing so, each Party shall review responsive records and assert any applicable FOIA exemptions or other applicable legal grounds on which to withhold or redact such records as the Party deems appropriate.
- B. **PRESERVATION OF RECORDS.** The Parties shall maintain for a minimum of three years after termination of this Agreement, unless a longer retention period is required by applicable record retention requirements, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all funds or credits relating to this Agreement.

- C. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Illinois. The Parties enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*.
- D. **INDEMNIFICATION.** To the extent permitted by law, ISP agrees to indemnify, hold harmless and defend the Tollway against any claims, suits, and causes of action that arise out of or are caused by the actions or inactions of ISP employees, agents or invitees while at the Gun Range or on Tollway-owned property, other than Tollway toll roads.

IV. TERMS AND CONDITIONS

- A. Except in the event of an emergency, the ISP shall have exclusive access to the Gun Range.
- B. The Tollway shall maintain insurance for the Gun Range. The ISP shall reimburse the Tollway for the insurance premiums pursuant to Article VII of the Parties' Intergovernmental Agreement Regarding Policing Services on the Tollway's roadways, which took effect on January 1, 2025 ("Policing IGA").
- C. Relative to the Gun Range, the ISP shall be responsible for payment of all utilities, routine maintenance, and repairs including any repairs associated with damage caused by the ISP, its employees, agents, or invitees. "Routine maintenance" includes, but is not limited to, meeting and adhering to requirements set forth in all applicable OSHA standards, such as 29 CFR 1910.1025, and performing sampling as described in below paragraph D. The Tollway will deduct monthly utility charges for which the ISP is responsible from the amount due on each monthly invoice the ISP issues the Tollway pursuant to the Policing IGA.
- D. To ensure the Gun Range is adequately maintained and Tollway employees and others present at the Gun Range and at the warehouse where the Gun Range is located are not exposed to LEAD or other potential hazards emanating from the Gun Range, lead levels at the Gun Range and at the warehouse where the Gun Range is located must be below recommended levels. To confirm that lead levels are and remain below recommended levels, on a quarterly basis beginning July 1, 2025, the ISP shall perform sampling and shall provide the results of such sampling to the Tollway. On a quarterly basis beginning July 1, 2025, the ISP also shall provide the Tollway with evidence of all cleaning and related maintenance activities performed at the Gun Range during each quarter. Notwithstanding any other provisions in this Agreement, the Tollway has the right to perform unannounced safety inspections of the Gun Range. If, as a result of such inspections or otherwise, the Tollway identifies any safety issues, the Tollway will notify the ISP of the safety issues, in writing, and the ISP shall resolve the issues within the timeframe stated in the Tollway's notice. If the ISP does not timely resolve the safety issues, to the satisfaction of the Tollway, the Tollway will resolve the safety issues.

- E. The Tollway agrees that the manner in which the Gun Range is used is at the sole discretion of the ISP to the extent allowable by law.
- F. Upon notice to the Tollway, the ISP may make reasonable alterations to the Gun Range at ISP's sole cost and expense.
- G. The Tollway agrees to allow the ISP access to Tollway property, as necessary and at no cost to the ISP, to enable the ISP to make repairs or alterations to the Gun Range, including repairs, alterations and action the Tollway may request.
- H. Neither Party may assign any of its rights under this Agreement.
- I. The ISP agrees to waive any claims and causes of action for injuries to any of its employees and for any damages to the ISP's equipment/property at the Gun Range. The ISP also agrees to waive any claims and causes of action for injuries to any of its employees and for any damages to ISP equipment/property at other Tollway facilities regularly utilized by ISP personnel. As used here, "facilities" does not include Tollway toll roads.

V. CONFIDENTIALITY

Any documents, data, records, or other information given to or prepared or secured by a Party pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the other Party, except as required by law. All information secured by the Parties in connection with this Agreement shall be kept confidential unless disclosure of such information is approved in writing by mutual agreement of the Parties or disclosure is required by law. If a Party to this Agreement receives a request from a third party for confidential information furnished by the other Party, or if a Party is served with a subpoena, court order, Freedom of Information Act request, or other process requiring production of confidential information or testimony related thereto, the Party shall:

- A. promptly notify the other Party that production is being sought to afford the other Party the opportunity to take whatever lawful action it deems appropriate to protect the confidential and/or privileged nature of the confidential information; and
- B. cooperate fully in preserving and protecting the full scope of all lawful privileges and claims of confidentiality that may apply to such confidential information.

VI. NOTICES

- A. Each Party to this Agreement shall promptly notify the other of any litigation arising out of or related to this Agreement.
- B. All written notices, requests, and communications may be sent by regular mail, e-mail or hand-delivered to the addresses below. Either Party may, at any time, give notice

in writing to the other Party of a change of name, address, e-mail, or telephone number.

To ISP: Jason Bradley

Lieutenant Colonel, Division of Patrol

9511 Harrison Street Des Plaines, IL 60016

E-mail: Jason.M.Bradley@illinois.gov

Telephone: (708) 990-1730

with a copy to: Steffanie Garrett

Chief Legal Counsel Illinois State Police 801 South 7th Street

Suite 1001-S

Springfield, IL 62704

Steffanie.N.Garrett@illinois.gov

(217) 557-1186

To Tollway: Arthur Grist

Chief Security Officer

The Illinois State Toll Highway Authority

2700 Ogden Avenue Downers Grove, IL 60515

E-mail: Agrist@getipass.com Telephone: (630) 241-6800, ext. 1009

with a copy to: Kathleen R. Pasulka-Brown

Assistant Attorney General and General Counsel

The Illinois State Toll Highway Authority

2700 Ogden Avenue Downers Grove, IL 60515 Kpasulkabrown@getipass.com (630) 241-6800, ext. 1500

Written notice as specified above shall be deemed given four business days after being delivered or deposited in the U.S. mail, the date an email is sent if receipt is confirmed, or upon hand delivery if receipt is confirmed.

VII. ENTIRE AGREEMENT

This Agreement is the complete understanding of the PARTIES as to the duties and obligations of the ISP and the TOLLWAY concerning the Gun Range and other TOLLWAY property (other than Tollway toll roads) utilized by the ISP.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

THE STATE OF ILLINOIS ILLINOIS STATE POLICE

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

DocuSigned by:	
By: Brendan F. kelly by	Rebetta Hoolegy: Arnaldo Rivera, Chairman and Chief
Brendan Kelly, Director	Arnaldo Rivera, Chairman and Chief Executive Officer
Date:	Date:
	By: Cathy Williams, Chief Financial Officer
	Date:
	By: Kathleen R. Pasulka-Brown, General Counsel
	Date:
	Approved as to Form and Constitutionality
	Assistant Attorney General

RESOLUTION NO. 23034 AMENDING RESOLUTION NO. 22376

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 22376, as preceded by Resolutions 22027, 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, 22216 and 22263, identified specific parcels that were required for purposes of The Illinois State Toll Highway Authority ("Tollway"). Resolution 22376 must be further amended to identify and add additional parcels and authorize the Tollway's Land Acquisition Unit and other Tollway staff 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 22376, 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

RESOLUTION NO. 23034 AMENDING RESOLUTION NO. 22376

Resolution – Continued

\$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

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 and the General Counsel, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Chairman and Chief Executive Officer, 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

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RESOLUTION NO. 23034 AMENDING RESOLUTION NO. 22376

Resolution – Continued

(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.

RESOLUTION NO. 23034 AMENDING RESOLUTION NO. 22376

Resolution – Continued- Exhibit A

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

PREVIOUSLY IDENTIFIED PARCELS

County

PIN NUMBER/OR DESCRIPTION

Parcel

Parcel	PIN NUMBER/OR DESCRIPTION	<u>County</u>
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

<u>Parcel</u>	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-500-004, 18-28-200-028 18-28-200-033, 18-27-100-001, 18-28-200-030 18-28-400-004, 18-28-300-055, 18-28-400-006	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-055 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook
TW-3A-16-003	18-34-104-028	Cook
TW-3A-16-004	18-34-105-020	Cook
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF T NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NOR QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EATHIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORMAY 10, 1948 AS DOCUMENT NUMBER 14310191	THEAST ST OF THE
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook

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

, 18-07-103-003, , 18-07-103-006, , 18-07-103-009,	Cook Cook
, 18-07-103-006, , 18-07-103-009,	
	D. P.
	DuPage
	DuPage
	DuPage
	Cook
AND ROYCE'S SUBDIVISION THEAST QUARTER OF SECTION 9 ORTHEAST QUARTER OF THE NORTHEAST I TOWNSHIP 40 NORTH, RANGE 12 EAST IAN, ACCORDING TO THE PLAT THEREOF	Cook
ALL IN INDIAN PARK ESTATES, DN 16, TOWNSHIP 40 NORTH, RANGE L MERIDIAN, ACCORDING TO THE PLAT	Cook
SCHILLER PARK IN THE EAST HALF OF ECTION 16, TOWNSHIP 40 NORTH, RANGE LE MERIDIAN ACCORDING TO THE PLAT	Cook
	Cook
	Cook
	NUE, A 66 FOOT WIDE STREET AND ROYCE'S SUBDIVISION THEAST QUARTER OF SECTION 9 IORTHEAST QUARTER OF THE NORTHEAST N TOWNSHIP 40 NORTH, RANGE 12 EAST DIAN, ACCORDING TO THE PLAT THEREOF UMENT NUMBER 1483103 T PART OF AGATITE AND THAT ALL IN INDIAN PARK ESTATES, ON 16, TOWNSHIP 40 NORTH, RANGE LL MERIDIAN, ACCORDING TO THE PLAT 14, 1939 AS DOCUMENT 12260059 ENLEY AVENUES AS SHOW ON VOLK SCHILLER PARK IN THE EAST HALF OF SECTION 16, TOWNSHIP 40 NORTH, RANGE LE MERIDIAN ACCORDING TO THE PLAT SUMENT NUMBER 8427643

PREVIOUSLY IDENTIFIED PARCELS

County

PIN NUMBER/OR DESCRIPTION

Parcel

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

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

PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION

D 1	PREVIOUSLY IDENTIFIED PARCELS	G .
Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-5-16-142	COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 65.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 418.63 FEET TO THE WESTERLY LINE OF FLAGG CREEK PER TIMBER TRAILS UNIT 1 RECORDED AS DOCUMENT NUMBER 0530003 135; THE 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 S 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 FEIT 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 OF FLAGG CREEK PER SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 9 DEGREES 4 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 05 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID FEET TO THE POINT OF 15 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF 15 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF 15 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF 15 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF 15 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF 15 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF	AID) AST, ET; LINE IS SOUTH FEET MINUTES
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

Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-017	23-01-301-040	Cook
TW-3A-16-019	23-01-301-039	Cook
TW-3A-16-020	23-01-301-022	Cook
TW-3A-16-021	23-01-301-021	Cook
TW-3A-16-024	23-01-300-019	Cook
TW-3A-16-029	23-01-300-026	Cook
TW-3A-16-046	23-01-109-034	Cook
TW-3A-16-052	23-01-117-014-1001 through 1012	Cook
TW-3A-16-054	23-01-117-013-1001 through 1048	Cook
TW-3A-16-056	23-01-113-010	Cook
TW-3A-16-057	23-01-113-003, 23-01-113-004, 23-01-113-005	Cook
TW-3A-16-059	18-36-319-036	Cook
TW-3A-16-063	18-35-407-008, 18-35-407-010	Cook
TW-3A-16-070	18-35-407-041	Cook
TW-5-16-005	18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011	Cook
TW-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

Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
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 COUNT ILLINOIS, AS PER DOCUMENT 97144076 RECORDED MARCH 0	
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 QURATER 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

Parcel		PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
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 FEE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDI	88
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 NOR RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARIN BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE NAD 83 (2011 ADJUSTMENT)	TH, IGS
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	1	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 5-18-307-017, 15-18-307-018, 15-18-307-025	Cook
TW-6C-16-017		That part of Concord and Caldwell Avenues	Cook

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

ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-085	23-02-206-006	Cook
TW-3A-16-086	23-02-207-021	Cook
TW-3A-16-087	23-01-110-004	Cook
TW-3A-16-088	23-01-110-005	Cook
TW-3A-16-089	18-36-320-036	Cook
TW-3A-16-091	23-01-110-013	Cook
TW-3A-16-092	18-35-407-084	Cook
TW-3A-16-112	18-26-301-003, 18-26-301-004	Cook
TW-5-16-091	That part of Spring Street, Western Springs	Cook
TW-5-16-096	18-06-127-001	Cook
TW-5-16-116	18-06-118-015	Cook
TW-5-16-117	18-06-118-014	Cook
TW-5-16-129	18-06-118-026	Cook
TW-7-16-057.1	12-16-312-018	Cook
TW-6B-16-015.2T	15-07-318-004-8001	Cook

Background

The Illinois State Toll Highway Authority ("Tollway") previously was authorized to (i) acquire parcels needed relative to the Tollway's North South Extension Project (I-355), Project No. RR-18-4408, including fee title, permanent easements, temporary easements and access control, and (ii) expend up to \$2,500,000 pursuant to Resolution No. 16935 and up to \$60,000,000 pursuant to Resolution No. 21846 in relation to such acquisitions. 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 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, and any and all parcels previously identified as potentially necessary in relation to Project RR-18-4408 or Project No. RR-11-4408. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. RR-18-4408. The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. RR-18-4408, to spend sums up to an amount not to exceed that authorized in Resolution Nos. 16935 and 21846 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

RESOLUTION NO. 23035

Resolution – Continued

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 or other previously 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 and the General Counsel, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Chairman and Chief Executive Officer, Executive Director, the Chief Operating Officer and/or Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. RR-18-4408, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees

Resolution – Continued

and expenses, necessary to acquire interests in all or part of all Identified Parcels or other previously identified parcels needed for Project No. RR-18-4408, up to a sum not to exceed the aggregate sum authorized in Resolution Nos. 16935 and 21846.

RESOLUTION NO. 23035

$\underline{Resolution-Continued-Exhibit\ A}$

PROJECT: RR-18-4408 - IDENTIFICATION OF PARCELS

North South Extension Project (I-355)

EXHIBIT "A" <u>Project RR-11-4408</u> North-South Tollway (355)

<u>Parcel</u>	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
NS-701-007	02-24-400-002	Will
NS-701-010	02-24-400-003, 02-24-400-004, 02-24-400-005	Will
NS-701-012	22-19-300-005	Will
NS-701-014	22-30-100-002	Will
NS-701-015	22-30-100-009	Will
NS-701-016	22-30-500-001, 22-30-500-002	Will
NS-701-018	22-30-100-015	Will
NS-701-019	22-30-100-012	Will
NS-701-020	22-30-501-001	Will
NS-701-022	22-30-101-042, 22-30-101-045	Will
NS-703-009	05-06-200-012	Will
NS-703-015	05-06-200-026	Will
NS-703-019	05-06-400-005	Will
NS-703-021	05-05-100-013	Will
NS-703-022	05-05-100-014	Will
NS-703-025	05-06-201-006	Will
NS-703-040	05-06-401-012	Will
NS-703-042	05-06-401-007	Will
NS-703-043	05-06-309-003	Will
NS-703-046	05-06-400-003	Will
NS-703-052	05-07-100-033	Will
NS-703-061	05-07-101-004	Will
NS-703-063	05-07-101-007	Will
NS-703-065	05-07-101-009	Will
NS-703-066	05-07-101-010	Will
NS-703-067	05-07-101-011	Will
NS-703-075	05-07-400-016-0010, 05-07-400-016-020, 05-07-400-015, 05-08-100-011	Will

EXHIBIT "A" Project RR-11-4408 North-South Tollway (355)

<u>Parcel</u>	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
NS-703-080	05-06-401-017	Will
NS-703-081	05-06-402-011	Will
NS-703-093	05-08-100-014	Will
NS-703-094	05-08-100-015	Will
NS-703-095	05-08-100-019	Will
NS-703-096	05-07-101-009	Will
NS-703-097	05-08-100-021	Will
NS-703-098	05-08-100-022	Will
NS-703-107	05-18-200-007	Will
NS-703-108	05-18-200-006	Will
NS-703-109	05-18-200-005	Will
NS-703-110	05-18-200-004	Will
NS-703-111	05-18-200-032	Will
NS-703-119	05-06-401-002	Will
NS-703-121	05-08-100-023	Will
NS-703-134	05-08-100-013	Will
NS-703-137	05-07-101-006	Will
NS-703-148	05-05-102-002	Will
NS-703-149	That part of 141 st Street Northwest Archer Avenue in Homer Township	Will
NS-704-006	05-18-400-011	Will
NS-704-008	05-18-400-010	Will
NS-704-015	05-18-400-014	Will
NS-704-017	05-19-200-001	Will
NS-704-018	05-19-200-002	Will
NS-704-020	05-19-200-012	Will
NS-704-022	05-19-200-006	Will

EXHIBIT "A" <u>Project RR-11-4408</u> North-South Tollway (355)

<u>Parcel</u>	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
NS-704-023	05-19-200-016	Will
NS-706-031	08-03-300-006, 08-03-300-013	Will
NS-704-042	05-19-201-021	Will
NS-704-047	05-19-201-035	Will
NS-704-055	05-20-100-003	Will
NS-704-067	05-20-300-003	Will
NS-704-068	05-20-300-002	Will
NS-704-072	05-19-400-003	Will
NS-704-087	05-19-100-006	Will
NS-705-010	05-32-200-006	Will
NS-705-011	05-32-100-005	Will
NS-705-017	05-32-200-003	Will
NS-705-018	05-32-100-019	Will
NS-705-023	05-29-400-050	Will
NS-706-008	08-04-300-010	Will
NS-706-029	08-03-300-006	Will
NS-706-030	08-03-300-036	Will
NS-706-065	08-09-207-026	Will
NS-701-012	22-19-300-005	Cook
NS-701-014	22-30-100-002	Cook
NS-701-015	22-30-100-009	Cook
NS-701-016	22-30-500-001, 22-300-500-002	Cook
NS-701-018	22-30-100-015	Cook
NS-701-019	22-30-100-012	Cook
NS-701-020	22-30-501-001	Cook
NS-701-022	22-30-101-042, 22-30-101-045	Cook

EXHIBIT "A" Project RR-11-4408 North-South Tollway (355)

<u>Parcel</u>	PIN NUMBER/OR DESCRIPTION	County
NS-701-24-001	12-02-25-200-019 & 22-30-100-017	Will & Cook
NS-701-24-002	12-02-25-200-018; access easement on 12-02-25-200-019	Will

Background

Work under Contract I-21-4732 for Railroad Bridge Construction Union Pacific Railroad and Earthwork on the Elgin O'Hare Western Access Tollway (I-490) Franklin Avenue to South of Irving Park Road (IL-19) and Jane Addams Memorial Tollway (I-90) from Mile Post 62.00 to Mile Post 62.25 (Barrington Road), which The Illinois State Toll Highway Authority ("Tollway") awarded to Walsh Construction Company II, LLC ("Walsh"), has been significantly impacted by issues including and/or relating to utilities, pipelines, property rights and steel fabrication, giving rise to claims by Walsh for additional compensation. The Tollway and Walsh agreed to compromise and resolve Walsh's claims by entering into a Settlement Agreement and General Release.

Resolution

The Settlement Agreement and General Release is approved. The General Counsel is authorized to finalize the Agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all necessary documents to effectuate the Settlement Agreement and General Release and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and Chief Financial Officer is authorized to issue warrants in payment thereof.

RESOLUTION NO. 23037

Background

The Illinois State Toll Highway Authority ("Tollway") negotiated a settlement of plaintiff's claims in *Dever v. Seth Israel and Illinois State Toll Highway Authority*, Case No. 2023-L-005629, Circuit Court of Cook County, IL. It is in the best interest of the Tollway to finalize and implement the settlement.

Resolution

The settlement of plaintiff's claims in *Dever v. Seth Israel and Illinois State Toll Highway Authority* is approved. The General Counsel is authorized to finalize a settlement agreement consistent with the terms presented to the Board in Executive Session. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any and all documents necessary to effectuate the settlement and resolve all related legal matters, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: **Approved by:**

Chairman

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Mobile Messaging Services through the Illinois Department of Innovation & Technology's ("DoIT") master contract with Presidio Networked Solutions LLC, Tollway Contract No. 25-0047, for an upper limit of compensation not to exceed \$3,759,670.00. These goods and/or services are being obtained pursuant to 44 Ill. Admin. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of Mobile Messaging Services from Presidio Networked Solutions LLC in an amount not to exceed \$3,759,670.00 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

RESOLUTION NO. 23039

Background

The Illinois State Toll Highway Authority ("Tollway") is interested in procuring Toll Technology Revenue and Maintenance Services from Accenture LLP pursuant to a Sole Source Contract, Tollway Contract No. 25-0088, for an upper limit of compensation not to exceed \$74,079,903.00. The Tollway is authorized to procure these services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25. The Tollway currently is working with the State's Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract will be entered only after all predicate steps are successfully completed.

Resolution

The Sole Source Contract with Accenture LLP for the purchase of Toll Technology Revenue and Maintenance Services for an upper limit of compensation not to exceed \$74,079,903.00 is approved, subject to satisfaction of all legal and regulatory requirements necessary to enter into a Sole Source Contract for the procurement. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Background

Section 10/10(a-5) of the Toll Highway Act ("Act") authorizes The Illinois State Toll Highway Authority ("Tollway") to "fix, assess, and collect civil fines for a vehicle's operation on a toll highway without the required toll having been paid." 605 ILCS 10/10(a-5). Pursuant to Section 10/10(a-5) of the Act, the Illinois Tollway previously established rules for, among other things, escalated fines of \$25 and \$50 per toll evasion. *See* 92 Ill. Admin. Code §§ 2520.750(a) and (b).

In order to reevaluate and optimize the Tollway's fine structure, and thereby better meet the needs of the Tollway and its customers, in July 2022, the Tollway proposed, and the Tollway Board authorized, a three-year pilot program pursuant to which the Tollway suspended the imposition and collection of escalated fines, as authorized by 605 ILCS 10/10(a-5) and 92 Ill. Admin. Code § 2520.750(b)(2). *See* Board Resolution No. 22512. The pilot program expires on June 30, 2025.

The Tollway needs additional time to complete the above-described reevaluation and seeks to extend the pilot program for one year.

Resolution

The request to extend the pilot program for one year, *i.e.*, until June 30, 2026, is approved. Prior to June 30, 2026, the Board will determine whether to discontinue, modify or continue the escalated fine policy suspended by the pilot program.

Approved by:	Analdo	River
	Chairman	

RESOLUTION NO. 23041

Background

The Expressway Camera Act, 605 ILCS 140/1, et seq., established a program to increase the number of automated license plate reader ("ALPR") cameras on State highways and expressways in designated Illinois counties. The program, which involves the Illinois State Police ("ISP"), the Illinois Department of Transportation, and The Illinois State Toll Highway Authority ("Tollway"), is intended to facilitate: (i) the investigation of certain serious criminal offenses, (ii) the detection of expressway hazards and adverse highway conditions, and (iii) efforts by law enforcement to enhance highway safety and incident management.

The Tollway endorses and fully supports the purposes of the Expressway Camera Act, which will enhance safety on Tollway toll roads. Accordingly, consistent with the Act, the Tollway will provide funds needed to implement the program established by the Act on roads under the Tollway's jurisdiction. Specifically, the Tollway will devote an amount not to exceed \$700,000 to procure, install and maintain feeds from ALPR cameras on Tollway toll roads in counties identified in the Act to ISP's ALPR system, and pay for other matters intended to further the purposes of the Act on Tollway toll roads.

Resolution

To implement the program established by the Expressway Camera Act on Tollway toll roads, use of Tollway funds in an amount not to exceed \$700,000 is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.