

RESOLUTION NO. 20347

Background

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to the Toll Highway Act, 605 ILCS 10/1 *et seq.* (the “Act”), is granted all powers necessary or appropriate to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways.

On November 20, 2003 the Tollway, pursuant to Resolution No. 16342, adopted an Investment Policy applicable to the investment of funds under Tollway control. The Investment Policy was updated on July 27, 2006 pursuant to Resolution No. 17336 and on May 24, 2012 pursuant to Resolution No. 19696.

The Tollway’s Finance Department has prepared an updated Investment Policy which is attached and made a part of this Resolution and which is in conformance with applicable statutes and the Amended and Restated Trust Indenture effective March 31, 1999 between the Tollway and The Bank of New York Mellon Trust Company, N.A., as Trustee.

It is in the best interests of the Tollway to adopt the updated Investment Policy.

Resolution

The Investment Policy as updated, and attached hereto, is hereby adopted.

Approved by:



Chair

The Illinois State Toll Highway Authority Investment Policy

1 POLICY:

Under this instrument, The Illinois State Toll Highway Investment Policy ("Policy"), it is the intent of The Illinois State Toll Highway Authority ("Tollway") to invest all funds under Tollway control in a manner that accomplishes the objectives listed below, while maintaining conformance with all applicable State statutes and any trust indenture governing the investment of Tollway funds. This Policy applies to all investments entered into on or after the adoption of this instrument. Until the expiration of investments made prior to the adoption of this Policy, such prior investments will continue to be governed by the policies in effect at the time such investments were made.

Applicable Statutes (including but not limited to):

- The Toll Highway Act (605 ILCS 10/),
- The Public Funds Investment Act (30 ILCS 235/),
- The Trust Indenture dated as of December 1, 1985, as amended, restated and supplemented (the "Indenture"), between the Tollway and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the "Trustee").

Funds under Tollway control include funds held by the:

- Treasurer of the State of Illinois (the "Treasurer") as ex officio custodian for the Tollway;
- Trustee subject to the provisions of the Indenture; and
- Tollway in locally held revolving accounts as permitted by the Toll Highway Act and the Indenture.

Authorized Investment Officers include:

- For the Tollway, the Executive Director, Chief of Finance, Deputy Chief of Finance, and Controller;
- For Treasurer-held funds, those Officers identified by the Treasurer as Authorized Investment Officers; and
- For Trustee-held funds, those Officers identified in the most recent contractual agreement between the Trustee and the Tollway.

2 OBJECTIVES:

Following are the objectives of the Policy.

2.1 Safety:

The primary objective of the Policy is preservation of principal.

2.2 Liquidity:

A secondary objective of the Policy is sufficient liquidity to enable the Tollway to meet its operating and capital needs on the earliest dates that such needs are projected.

2.3 Return On Investment:

A secondary objective of the Policy is to increase investment return to the extent possible without compromising the primary objective and taking into account investment constraints.

3 ETHICS AND CONFLICTS OF INTEREST:

Authorized Investment Officers of the Tollway and Tollway employees involved in investment decisions shall refrain from personal business activity that could conflict, or give the appearance of a conflict, with proper execution of the investment program, or that could impair their ability to make impartial investment decisions. Such individuals shall subordinate their personal investment transactions to those of the investment portfolio, particularly with regard to the time of purchases and sales. Authorized Investment Officers and Tollway employees involved in investment decisions with questions or concerns about compliance with this section should seek guidance from the Tollway's

Ethics Officer. Each of the Authorized Investment Officers of the Tollway and Tollway employees involved in investment decisions shall be included on the list of Tollway personnel required to file a Statement of Economic Interests with the Secretary of State.

4 AUTHORIZED BROKERS/DEALERS, INVESTMENT ADVISORS AND FINANCIAL INSTITUTIONS:

Broker services to purchase/sell securities in connection with the investment of Tollway funds shall be obtained from either: (i) the Trustee pursuant to any contractual agreement between the Trustee and the Tollway; or (ii) firms on the list of approved brokers maintained by the Treasurer. For each Tollway investment security to be purchased from or sold to a broker, except for the purchase of any investment security which is part of a new issue offering, a minimum of three bids will be solicited and a purchase will be awarded to the broker offering the highest yield or a sale will be awarded to the broker bidding the highest price. The Tollway may also hire broker/dealers and investment advisors, and may do so in accordance with the State procurement rules.

The State Treasurer manages the selection of financial institutions for Tollway funds held by the State. The selection of financial institutions for funds not under the control of the State Treasurer will be made in accordance with applicable state statutes and the Indenture.

5 AUTHORIZED AND SUITABLE INVESTMENTS:

The Tollway authorizes the following types of investments subject to the provisions of the Toll Highway Act, Public Funds Investment Act and the Indenture:

5.1 Bonds, notes, treasury bills or other obligations of the United States, its agencies and its instrumentalities;

5.2 Bonds, notes, debentures or other evidences of indebtedness that are guaranteed by the full faith and credit of the United States as to principal and interest;

5.3 Money market mutual funds registered under the Investment Company Act of 1940 (15 U.S.C.A. § 80a-1 et seq.), provided that the portfolio of any such money market mutual fund is limited to obligations described in 5.1 and 5.2 and, to the extent such becomes allowable under the Indenture, agreements to repurchase such obligations.

5.4 Interest-bearing savings accounts, interest-bearing certificates of deposit, or interest-bearing time deposits of a bank, savings and loan association or credit union, to the extent such amounts are either federally insured or continuously secured or collateralized by obligations described in 5.1, 5.2 and 5.3.

5.5 The Illinois Funds money market mutual fund created under Section 17 of the State Treasurer Act (15 ILCS 505/17), for purposes of investment of the I-Pass Escrow Account.

5.6 Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 (1 U.S.C.A. § 78o-5).

5.7 Municipal bonds which have and maintain a rating not lower than "Aa3" by Moody's Investors Service and "AA-" by Standard & Poor's Corporation, to the extent such securities become allowable under the Public Funds Investment Act.

6 COLLATERALIZATION:

All Tollway deposits, to the extent not federally insured, shall be secured by U.S. Government guaranteed securities held as collateral. The Tollway, or the Treasurer and Trustee as applicable on behalf of the Tollway, may take possession and title to any securities held as collateral and hold such securities until it is prudent to dispose of them.

7 TERM AND DIVERSIFICATION:

The Tollway shall seek to diversify the assets in its investment portfolio based on the nature and purpose of the funds at the time of purchase, in accordance with the primary objective of the investment policy, preservation of principal. The portfolio is monitored on a routine basis and as maturities of instruments occur, adjustments are made as appropriate.

The Tollway shall invest the majority of Tollway funds, excluding bond proceeds, in authorized investments of less than one-year maturity. Funds identified as having longer term liquidity needs can be invested in authorized investments of greater than one year.

The Tollway shall invest bond proceeds in authorized investments with durations not to exceed a reasonably estimated schedule of expenditures.

Those funds not invested in short-term (less than one year) securities of the United States and its agencies and instrumentalities shall be diversified to eliminate the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer or a specific class of securities.

No investment shall exceed a ten-year maturity as per Indenture Section 603(1).

8 CUSTODY AND SAFEKEEPING:

The custody and safekeeping of collateral and securities will be handled by financial institutions under contractual arrangements as designated by the Tollway and/or Treasurer, and evidenced by safekeeping receipts.

9 INTERNAL CONTROLS:

The Chief of Finance, with the assistance of the Controller and the Deputy Chief of Finance, shall establish a system of internal controls and written operating procedures designed to prevent the loss of public funds that would arise from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by Authorized Investment Officers.

Except for newly issued securities, Authorized Investment Officers shall obtain competitive bids from at least three (3) broker/dealers prior to executing the purchase or sale of any authorized investments.

Certificates of deposit shall be purchased by Authorized Investment Officers on the basis of the institution's ability to pay and rate of interest.

10 LIMITATION OF LIABILITY:

The standard of prudence to be used by Authorized Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Authorized Investment Officers acting in accordance with written procedures and this Policy and exercising due diligence will be relieved of personal liability for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely manner and necessary action is taken to control adverse developments.

11 REVIEW AND REPORTING:

In accordance with the Public Funds Investment Act, the Tollway's Executive Director and Board of Directors will be provided, not less than quarterly, with an investment report listing securities in the

portfolio by class or type, book value, income earned, and market value as of the report date. In addition, a review of the investment portfolio will be conducted by the Chief of Finance regarding the effectiveness in meeting the portfolio's objectives, diversification and general performance against established performance measures. The Tollway will conduct a review of this policy no less than every two years.

12 EFFECTIVE DATE:

This policy was adopted on May xx, 2014. The Tollway reserves the right to amend this Policy at any time upon the advice and consent of the Tollway Board of Directors.

RESOLUTION NO. 20348

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Cisco SMARTnet Software and Hardware Maintenance, Support, and Upgrades through the Central Management Services (“CMS”) master contract with AT&T DataComm, Inc. (Tollway Contract No. 14-0062). These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

Contract No. 14-0062 is approved in an amount not to exceed \$1,139,596.86; the Tollway’s Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____

Chair

RESOLUTION NO. 20349

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Enterprise Resource Planning Independent Verification and Validation Services. Pursuant to Tollway Request for Proposal No. 13-0203, which proposals were evaluated by a selection committee, the Tollway has determined that Grant Thornton LLP provides the best value for Enterprise Resource Planning Independent Verification and Validation Services for an upper limit of compensation not to exceed \$3,321,600.00.

Resolution

The proposal from Grant Thornton LLP is accepted; Contract No. 13-0203 is approved in an amount not to exceed \$3,321,600.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____

Chair

RESOLUTION NO. 20350

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased PBX Phone Maintenance Services from Structure Technologies, Inc. (doing business as Maron Structure Technologies) (Contract No. 07-0099). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper dollar limit of said contract by \$231,232.30 for the purchase of additional PBX Phone Maintenance Services.

Resolution

The renewal option and associated increase in the upper dollar limit of compensation of Contract No. 07-0099 by \$231,232.30 (from \$903,240.00 to \$1,134,472.30) for the purchase of additional PBX Phone Maintenance Services from Structure Technologies, Inc. (doing business as Maron Structure Technologies) is accepted; the Chair or the Executive Director is authorized to execute necessary documents in connection therewith; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20351

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Traffic and Security Monitoring and Management System Maintenance from Meade, Inc. (also known as Meade Electric Company, Inc.) (Contract No. 08-0001). The Tollway is authorized to procure additional Traffic and Security Monitoring and Management System Maintenance pursuant to Illinois Statute 30 ILCS 500/20-30, which requires this form of procurement to be published at least two weeks prior to entering into an emergency extension contract. This item was previously presented for public hearing. No interested parties requested a hearing to contest a contract award to Meade, Inc. (also known as Meade Electric Company, Inc.) and, with no objections having been noted, it was approved by the State Chief Procurement Officer.

Resolution

The emergency extension for the procurement of additional Traffic and Security Monitoring and Management System Maintenance from Meade, Inc. (also known as Meade Electric Company, Inc.) is accepted; a Change Order increasing the upper dollar limit of compensation of Contract No. 08-0001 is approved in an amount not to exceed \$300,000.00 (from \$4,525,000.00 to \$4,825,000.00); the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____

Chair

RESOLUTION NO. 20352

Background

The Illinois State Toll Highway Authority (the "Tollway") seeks to procure Plaza Intercom and Panic-Panel Replacements from GAI-Tronics Corporation as a Sole Source Contract No. 13-0249. The Tollway is authorized to procure the Plaza Intercom and Panic-Panel Replacements pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item was previously presented for public hearing. No interested parties requested a hearing to contest a contract award to GAI-Tronics Corporation and, with no objections having been noted, it was approved by the State Chief Procurement Officer.

Resolution

Contract No. 13-0249 is approved in an amount not to exceed \$74,454.00 for Plaza Intercom and Panic-Panel Replacements from GAI-Tronics Corporation; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20353

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to exercise the fifth one-year renewal option on Contract 05-0014 with Electronic Transaction Consultant Corporation (ETCC) for the Toll Revenue Management and Maintenance Program (“TRMMP”). TRMMP enhances the safety of the toll roads, makes possible the collection of toll and violation recovery revenue, and supports customer services to the Tollway’s 1.4 million daily drivers. TRMMP is the Illinois Tollway’s core business system for supporting all aspects of electronic tolling.

Resolution

Renewal of Contract No. 05-0014 for a one-year period until June 30, 2015 is approved in the amount not to exceed \$11,977,895, increasing the total contract amount from \$136,361,092 to \$148,338,987; the Chair or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20354

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-12-8103 for Automatic Transfer Switches (ATS) Replacement, Systemwide. The lowest responsible bidder on Contract No. RR-12-8103 is Electri-Comm, Inc. in the amount of \$399,283.54.

Resolution

Contract No. RR-12-8103 is awarded to Electri-Comm, Inc. in the amount of \$399,283.54, 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 Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.

Approved by: _____



Chair

RESOLUTION NO. 20355

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4183 for Intelligent Transportation System (ITS) Fiber Optic Extension and Dynamic Message Sign (DMS) Installation on the Jane Addams Memorial Tollway (I-90) from Milepost 15.6 (US 20/State Street) to Milepost 17.9 (Mill Road) and I-39 from Milepost 121.1 to 122.5 (Harrison Ave). The lowest responsible bidder on Contract No. I-14-4183 is William Charles Construction Company, LLC in the amount of \$1,396,425.40.

Resolution

Contract No. I-14-4183 is awarded to William Charles Construction Company, LLC in the amount of \$1,396,425.40, 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 Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.



Approved by: _____

Chair

RESOLUTION NO. 20356

Background


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4179 for Tyrrell Road Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 50.7 (Tyrrell Road). The lowest responsible bidder on Contract No. I-14-4179 is Dunnet Bay Construction Company in the amount of \$4,735,760.01.

Resolution

Contract No. I-14-4179 is awarded to Dunnet Bay Construction Company in the amount of \$4,735,760.01, 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 Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.

Approved by: 

Chair

RESOLUTION NO. 20357

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-5693 for Church Road Over I-88 Bridge Removal and Replacement and Miscellaneous Structural Repairs on the Reagan Memorial Tollway (I-88) from Milepost 92.4 (IL 23) to Milepost 136.9 (IL 83); the Veterans Memorial Tollway (I-355) from Milepost 15.6 (75th Street) to Milepost 17.0 (63rd Street); and the Tri-State Tollway (I-294) from Milepost 37.0 to Milepost 37.25 (Bensenville Railroad Yard Bridge). The lowest responsible bidder on Contract No. I-14-5693 is Lorig Construction Company in the amount of \$4,722,164.25.

Resolution

Contract No. I-14-5693 is awarded to Lorig Construction Company in the amount of \$4,722,164.25, 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 Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.

Approved by: _____



Chair

RESOLUTION NO. 20358

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19798 approved October 25, 2012, entered into an Agreement with Alfred Benesch Company, on Contract No. I-12-4042, for Design Services for Bridge Reconstruction and Roadway Widening on the Elgin O'Hare Western Access (EOWA) at the Devon Avenue Bridge over I-290, Park Boulevard, Pierce Road, and Ketter Drive.

Alfred Benesch Company has submitted a proposal to provide Supplemental Design Services for Contract No. I-12-4042, increasing the contract upper limit by \$177,468.41 from \$1,449,899.60 to \$1,627,368.01. It is necessary and in the best interest of the Tollway to accept the proposal from Alfred Benesch Company.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Alfred Benesch Company, consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20359

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19877 approved January 24, 2013, entered into an Agreement with Gilbane Building Company, on Contract No. MO-12-1234R, for Construction Practices Review and Audit Services, Systemwide.

Gilbane Building Company has submitted a proposal to provide Supplemental Construction Practices Review and Audit Services for Contract No. MO-12-1234R, increasing the contract upper limit by \$190,720.00 from \$1,000,000.00 to \$1,190,720.00. It is in the best interest of the Tollway to accept the proposal from Gilbane Building Company.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Gilbane Building Company, consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 20360

Background

The Illinois State Toll Highway Authority (the “Tollway”) pursuant to the Toll Highway Act, 605 Ill. Comp. Stat. 10/1 et seq.(the “Act”) 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. Pursuant to one of the objectives of the Move Illinois capital program to stimulate the regional economy, the Tollway is instituting a voluntary Workforce Hiring Incentive. In order to encourage contractors to hire workers from target populations who are unemployed and underemployed, construction contractors will have a financial incentive to hire workers graduating from training programs subject to the parameters set by a Special Provision. In order to ensure access to employment opportunities with Tollway contractors based on the ability to graduate from training programs as set by a Special Provision, it is in the best interests of the Tollway to adopt the Workforce Hiring Incentive and for Tollway management to take further steps to design and implement such an Incentive.

Resolution

Implementation of a Workforce Hiring Incentive for the purpose of encouraging Tollway project contractors to hire graduates of sanctioned training programs, is approved, and the Chief of Diversity and Strategic Development in conjunction with the Chief Engineer are directed to take all necessary and reasonable action to implement and administer the Incentive.

Approved by: _____



Chair

RESOLUTION NO. 20361

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20004 approved on June 27, 2013, entered into Contract No. I-13-4126 with William Charles Construction Company, LLC for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 33.5 (Anthony Road) to Milepost 41.5 (US Route 20). This Extra Work Order is to provide for schedule recovery; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$1,492,000.00 increasing the upper limit of compensation from \$48,780,935.92 to \$50,272,935.92 on Contract No. I-13-4126 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20362

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20029 approved on July 25, 2013, entered into Contract No. I-13-4134 with R.W. Dunteman Company for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 18.4 (Kishwaukee River) to Milepost 24.9 (Genoa Road). This Change Order / Extra Work Order is to provide for alternate pavement construction options; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order in the amount of \$655,014.12 increasing the upper limit of compensation from \$44,762,126.92 to \$45,417,141.04 on Contract No. I-13-4134 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20363

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19661 approved on March 22, 2012, entered into Contract No. I-11-4000 with Plote Construction Inc. for Reconstruction on the Jane Addams Memorial Tollway (I-90) and Illinois Route 47 Interchange, from Milepost 45.6 (Sandwald Road) to Milepost 47.3 (Illinois Route 47). This Extra Work Order is to provide for compensation for the increased costs incurred as a result of re-sequencing work on the instant and adjacent projects; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$607,732.90 increasing the upper limit of compensation from \$37,507,106.57 to \$38,114,839.47 on Contract No. I-11-4000 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

5/22/14

6.4/11

RESOLUTION NO. 20364

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19661 approved on March 22, 2012, entered into Contract No. I-11-4000 with Plote Construction Inc. for Reconstruction on the Jane Addams Memorial Tollway (I-90) and Illinois Route 47 Interchange, from Milepost 45.6 (Sandwald Road) to Milepost 47.3 (Illinois Route 47). This Extra Work Order is to provide for compensation for the handling of excess topsoil; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$694,587.60 increasing the upper limit of compensation from \$37,507,106.57 to \$38,201,694.17 on Contract No. I-11-4000 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: 

Chair

RESOLUTION NO. 20365

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19661 approved on March 22, 2012, entered into Contract No. I-11-4000 with Plote Construction Inc. for Reconstruction on the Jane Addams Memorial Tollway (I-90) and Illinois Route 47 Interchange, from Milepost 45.6 (Sandwald Road) to Milepost 47.3 (Illinois Route 47). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-11-4000 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20366

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19997 approved on June 27, 2013, entered into Contract No. I-13-4132 with Dunnet Bay Construction Company for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90), at Milepost 47.9 (Powers Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4132 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

5/22/14

6.4/14

RESOLUTION NO. 20367

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19750 approved on August 23, 2012, entered into Contract No. RR-12-5649R with Curran Contracting Company for Intermittent Pavement Repairs and Microsurfacing Improvements on the Reagan Memorial Tollway (I-88) from Milepost 44.0 (U.S. Route 30) to Milepost 76.1 (IL Route 251). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-12-5649R is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20368
AMENDING RESOLUTION NO. 20340

Background

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20340 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20340 identifies added 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 herein 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 the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$160,000,000.00 to pay for any and all land acquisition fees and costs including, shall include but is not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed

5/22/14

6.4/15

RESOLUTION NO. 20368
AMENDING RESOLUTION NO. 20340

Resolution – Continued

real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

In the event all or the part of the Parcels identified on Exhibit “A ” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance 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 purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$160,000,000.00.

Approved by: _____



Chair

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange	PREVIOUSLY IDENTIFIED
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
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
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, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-411-006, 08-26-411-008 & 08-26-411-010
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 RR-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage
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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-156	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
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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
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	03-03-400-001	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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-912	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
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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
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-7-12-001	15-06-100-033	Cook
TW-7-12-002	15-06-100-011	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	12-19-400-104	Cook

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

Elgin O'Hare Western Access	ADDED IDENTIFIED PARCELS	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook

RESOLUTION NO. 20369
AMENDING RESOLUTION NO. 20318

Background

Resolution 20019 amending Resolution 19985 amending Resolution 19881 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$18,400,000.00 for any and all land acquisition fees and costs needed for the Jane Addams Memorial Tollway (I-90), Project No. I-11-4007. Resolution 20318 amended Resolution 20274 and Resolution 20226 and Resolution 20192 and Resolution 20158 and Resolution 20087 and Resolution 19948 and Resolution 19904 identified parcels that may need to be acquired by condemnation. Resolution 20318 must be amended to identify and add additional parcels to provide Land Acquisition the authority to acquire all real estate interests necessary for the Jane Addams Memorial Tollway (I-90) Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20318 identifies added 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 herein 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 the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$18,400,000.00 to pay for any and all land acquisition fees and costs including; shall include but is not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

RESOLUTION NO. 20369
AMENDING RESOLUTION NO. 20318

Resolution – Continued

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance 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 purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$18,400,000.00.

Approved by: _____



Chair

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4007- IDENTIFICATION OF PARCELS

JANE ADDAMS MEMORIAL TOLLWAY (I-90)

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-3B-12-001	08-06-200-015	Boone
	08-06-200-013	
	08-06-200-004	
	08-06-200-014	
	08-06-200-011	
NW-3B-12-002	08-06-200-016	Boone
NW-3B-12-003	08-05-100-004	Boone
	08-05-200-002	
	08-05-100-002	
	08-05-100-003	
	08-05-100-001	
NW-3B-12-004	08-04-300-003	Boone
	08-04-400-004	
	08-04-400-003	
	08-04-100-014	
	08-04-400-002	
	08-04-100-007	
NW-3C-12-001	08-11-300-016	Boone
NW-3C-12-002	08-13-100-001	Boone
NW-3C-12-003	16-18-100-001	McHenry
NW-3C-12-004	16-17-300-001	McHenry
	16-17-100-002	
	16-18-400-006	
NW-3C-12-005	16-17-400-002	McHenry
	16-17-400-008	
NW-3C-12-006	16-21-100-011	McHenry

EXHIBIT "A"
Project RR-11-4007
I-90

**I-90 PREVIOUSLY
IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-4A-12-001	16-36-200-006 17-31-100-004 16-36-400-001 17-31-300-001	McHenry
NW-4A-12-002	16-22-300-002	McHenry
NW-4A-12-003	16-26-200-006	McHenry
NW-4A-12-004	16-26-200-007	McHenry
NW-4A-12-005	16-25-300-001	McHenry
NW-4A-12-008	17-31-400-001	McHenry
NW-4B-12-001	01-12-200-005	Kane
NW-4B-12-002	01-03-426-001	Kane
NW-4C-12-003	02-16-400-007 02-15-300-005 02-21-200-003 02-22-100-010	Kane
NW-4D-12-001	03-32-200-020	Kane
NW-4C-12-001	02-25-100-008 02-25-200-001	Kane
NW-6A-12-005	06-01-403-003 06-01-403-005 06-01-376-022	Kane
NW-6A-12-006	06-01-200-002	Kane
NW-6A-12-008	03-34-423-027	Kane

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
	08-07-403-021	
NW-6C-13-005	08-07-402-007	Cook
NW-7A-13-004	08-22-101-010	Cook
NW-7A-13-007	08-22-401-019	Cook
NW-7A-13-008	08-26-101-003	Cook
NW-7A-13-010	08-26-204-012	Cook
	09-32-204-006	
	09-32-204-007	
	09-32-204-017	
NW-7B-13-002	09-32-204-018	
	09-32-204-019	
	09-32-204-020	
	09-32-204-008	
	09-32-204-026	Cook
	08-06-300-002	
NW-3B-13-001	08-06-400-001	
	07-01-400-004	
	07-12-200-002	Boone
NW-4D-12-002	none - PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY	Kane
NW-4D-12-003	That part of Airport Road - PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8	Kane
NW-6B-13-001	01-34-302-002, 01-34-302-003, 06-02-100-008, 06-02-200-015	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
NW-6B-13-002	01-34-400-005, 01-34-400-007, 06-02-200-014	Cook
NW-6B-13-008	THAT PART OF THE EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EXCEPT THE EAST 1 CHAIN AND 82 LINKS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83	Cook
NW-6B-13-010	THAT PART OF CENTRAL ROAD – THAT PART OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 10	Cook
NW-6B-13-012	07-04-201-007, 07-04-201-008, 07-04-201-009, 07-04-201-010, 07-04-201-011, 07-04-201-012	Cook
NW-6B-13-013	07-03-101-016	Cook
NW-6C-13-006	07-10-101-025	Cook
NW-6C-13-007	07-03-101-017	Cook
NW-6C-13-009	07-10-200-009, 07-03-200-010, 07-03-200-013, 07-03-200-015, 07-03-200-018	Cook
NW-6C-13-011	07-10-101-040, 07-10-101-041	Cook
NW-6C-13-016	07-01-100-003, 07-02-201-008, 07-11-201-015, 07-11-201-016, 07-02-201-009, 07-12-100-008, 07-12-100-010, 02-34-300-067, 02-34-300-068, 02-34-400-009, 02-34-400-015	Cook
NW-6C-13-020	07-12-202-007	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

PARCEL NUMBER	PIN NUMBER	COUNTY
NW-6B-13-004	THAT PART OF THE WEST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-005	THAT PART OF THE EAST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-006	THAT PART OF THE SOUTH 50 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-009	THAT PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTH LINE OF THE ILLINOIS TOLLWAY AS OBTAINED BY THE ILLINOIS TOLL HIGHWAY AUTHORITY IN CASE 56S 11540, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6C-13-008	07-03-101-022	Cook
NW-6C-13-010	07-11-101-005	Cook
NW-6C-13-012	07-10-101-023	Cook

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6C-13-015	07-11-100-003, 07-11-101-003	Cook
NW-6C-13-017	07-12-101-029 & that part of Meacham Road lying south of Thoreau Drive and north of I-90 Tollway	Cook
NW-6C-13-021	THAT PART OF WOODLAND DRIVE PER DOCUMENT NO. 0620145039 RECORDED JULY 20, 2006, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-4C-12-002	02-23-300-001, 02-26-100-007	Kane

I-90 ADDED IDENTIFIED PARCELS

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6A-13-001	06-06-100-010, 06-06-115-019	Cook
NW-6B-13-015	06-01-200-011	Cook
NW-6B-13-016	06-01-200-020	Cook
NW-6B-13-018	07-06-100-004, 07-06-200-007	Cook

RESOLUTION NO. 20370

Background

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the County of Cook ("County"). The Tollway is in possession of six hundred forty (640) obsolete concrete Barrier/Jersey Walls which no longer can be used in Toll Highway operations because of their non-compliance with current highway safety standards. The County has a non-highway use for these otherwise obsolete barriers. It intends to use the Jersey Walls as barriers during flood protection operations and possibly for crowd control at special events. The County has agreed to remove the barrier walls from Tollway property at its own cost.

Resolution

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

Approved by:

_____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF COOK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, 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 COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS hereinafter called the "COUNTY", and the ILLINOIS TOLLWAY and the COUNTY are collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY is in possession of six hundred forty (640) obsolete concrete Barrier/Jersey Walls (hereinafter called the "WALLS"), which no longer can be used in Toll Highway operations because of their non-compliance with current highway safety standards; and

WHEREAS, the COUNTY, working with its Bureau of Maintenance and Department of Homeland Security and Emergency Management is seeking to reinforce areas which are prone to flooding; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY transfer the ownership of the WALLS to the COUNTY for use in some of their worst flood prone areas; and

WHEREAS, the COUNTY intends to use the WALLS as barriers during flood protection operations and possibly crowd control for special events; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to accept the WALLS; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY by this instrument, (which shall be known for recording purposes as ILLINOIS TOLLWAY #002014-10), desire to determine and establish their respective responsibilities toward acquisition and ownership of the WALLS; 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 COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *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:

- A. The ILLINOIS TOLLWAY agrees to make the WALLS available to the COUNTY at no cost to the COUNTY.
- B. Upon execution of this AGREEMENT and notice to the COUNTY by the ILLINOIS TOLLWAY, the COUNTY agrees to provide the transportation, equipment and personnel necessary to pick up the WALLS at ILLINOIS TOLLWAY designated locations at no cost to the ILLINOIS TOLLWAY. It is mutually agreed that the COUNTY shall pick up the WALLS on a progressive basis and that all of the WALLS shall be picked up prior to June 30, 2015.
- C. The COUNTY understands that the WALLS are obsolete and agrees to not use the WALLS for traffic control or highway construction purposes because of their non-compliance with current highway safety standards.
- D. The COUNTY agrees to accept the WALLS in “as-is” condition with no guarantee or warranty from the ILLINOIS TOLLWAY.
- E. The COUNTY agrees to assume ownership of the WALLS and to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from any and all claims including, but not limited to those resulting in death, injuries and damages to persons or property relating to or resulting from the loading, transportation, use and/or the maintenance of the WALLS.
- F. It is understood and agreed that this is an AGREEMENT between the COUNTY (acting through its Department of Transportation and Highways) and the ILLINOIS TOLLWAY.
- G. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- H. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the COUNTY's Superintendent of Department of Transportation and Highways shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- I. 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.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. This AGREEMENT shall not become effective unless authorized and executed by authorized representatives of the ILLINOIS TOLLWAY and the COUNTY. This AGREEMENT shall terminate on June 30, 2015.
- M. The failure by the ILLINOIS TOLLWAY or the COUNTY 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 COUNTY unless such provision is waived in writing.
- N. 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 DuPage County, Illinois.
- O. 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: General Manager of Maintenance and Traffic

To the COUNTY: The Cook County Department of Transportation
and Highways
69 W. Washington Street, 21st Floor
Chicago, Illinois 60602
Attn: Assistant Superintendent of Highways

- P. 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.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

By: _____
John Yonan, Superintendent

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20371

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) to allow the Tollway to install fiber optic cable, a high definition closed-circuit television, and a Dynamic Message Sign (“DMS”) on IDOT’s property located on northbound Route 39 near the I-90 Jane Addams Memorial Tollway.

Resolution

The Chief Engineer 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 attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.

Approved by:  _____
Chair

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, 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 in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), as set forth in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4183 (hereinafter referred to as the "PROJECT") by making as a part thereof the following improvements:

The work includes the installation of fiber optic cable along I-90 and I-39, and the installation of a Dynamic Message Sign ("DMS") – Type 1 and HD CCTV Camera on northbound I-39. The work also includes, but is not limited to the installation of duct, hand holes, guardrail, storm sewer, drainage structures, roadway signage, temporary and permanent erosion control devices, and any work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY requests that the DEPARTMENT allow the ILLINOIS TOLLWAY to install the DMS sign on DEPARTMENT property along northbound I-39; and

WHEREAS, the DEPARTMENT, by separate agreement, granted the ILLINOIS TOLLWAY the right to use up to twelve (12) fibers on the DEPARTMENT's I-39 fiber optic system which can be utilized to provide communication to the DMS sign and Camera; and

WHEREAS, the DEPARTMENT agrees to the ILLINOIS TOLLWAY's request to install a DMS sign on DEPARTMENT property along northbound I-39; and

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

WHEREAS, the 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. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, the lack of response shall be deemed approval of the plans and specifications. 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 the DEPARTMENT's 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 ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Winnebago County, Illinois Environmental Protection Agency, 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. All 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 for the PROJECT.
- E. This AGREEMENT shall provide the ILLINOIS TOLLWAY with the permission needed from the DEPARTMENT to construct and maintain the Dynamic Message Sign ("DMS")

– Type 1 and HD CCTV Camera on northbound I-39 with no further permits needed from the DEPARTMENT as long as all aspects of this AGREEMENT are followed.

- F. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2013, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the DEPARTMENT for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the DEPARTMENT's or the ILLINOIS TOLLWAY's property or rights of way which the DEPARTMENT or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DEPARTMENT's right of way or of the ILLINOIS TOLLWAY's right of way.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. At all locations where utilities are located on DEPARTMENT rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. After award of the construction contract(s), any proposed deviations 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 deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the DEPARTMENT prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the DEPARTMENT's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2013, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY shall require that the DEPARTMENT, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY 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). These requirements shall be included in the Special Provisions of the construction contract(s).
- F. The DEPARTMENT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- G. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation

Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications. The DEPARTMENT shall be notified in accordance with paragraph B, above.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the DEPARTMENT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY 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 PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the 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 VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, fiber optic utility locating, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for I-39 in its entirety.
- B. For work included in the PROJECT by the ILLINOIS TOLLWAY on DEPARTMENT right of way:
 - 1. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain, the DMS – Type 1 and HD CCTV Camera on northbound I-39, the duct and hand holes.
 - 2. The ILLINOIS TOLLWAY shall possess title to the DMS sign and the HD CCTV Camera.

3. The DEPARTMENT agrees to maintain, or cause to maintain the guardrail, storm sewer, drainage structures, roadway signage, and permanent erosion control devices.
- C. In the event the ILLINOIS TOLLWAY decides to abandon the use of the Dynamic Message Sign (“DMS”) – Type 1 and HD CCTV Camera on northbound I-39, the ILLINOIS TOLLWAY shall remove the Dynamic Message Sign (“DMS”) – Type 1 and HD CCTV Camera along with all associated equipment including but not limited to the wiring, sign support frame, and foundations to a depth of five feet below ground line level at no expense to the DEPARTMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. 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).
- B. 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.
- C. 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.

IX. 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 by the PARTIES hereto, that the ILLINOIS TOLLWAY shall retain jurisdiction of I-90. The DEPARTMENT shall retain jurisdiction of I-39. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. 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.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the DEPARTMENT's Deputy Director/Region Two Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the DEPARTMENT's property, or a dispute concerning the plans and specifications of work to be done on the DEPARTMENT's property of which the DEPARTMENT is to maintain, the Chief Engineer of the ILLINOIS TOLLWAY and the DEPARTMENT's Deputy Director/Region Two Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the DEPARTMENT's property or work to be maintained by the DEPARTMENT, the decision of the DEPARTMENT's Deputy Director/Region Two Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. 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.
- I. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. 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.

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

THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Paul Loete, P.E.
Deputy Director of Highways
/Region Two Engineer

Attest: _____

Date: _____

By: _____
Michael A. Forti,
Chief Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20372

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with Cook County Department of Transportation (“County”) with respect to reconstruction of the Bartlett Road bridge over the I-90 Jane Addams Memorial Tollway. The County requests that the Tollway include in the reconstruction a 10 foot wide multi-use path on the bridge and approximately 350 feet north and south of the bridge and to re-direct the storm water from the east side to the west side by constructing a storm sewer and drainage structures north of the project. The County will reimburse the Tollway for the actual cost of these additions, currently estimated to be \$372,556.

Resolution

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

Approved by: _____



Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF COOK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, 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 COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (hereinafter called the "COUNTY"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, the ILLINOIS TOLLWAY, as part of its multiple corridor wide construction contracts is reconstructing the Bartlett Road Bridge over I-90, to be implemented by Contract I-13-4167 (hereinafter referred to as the "PROJECT"), the PROJECT will include the following improvements:

The Bartlett Road Bridge over I-90 will be reconstructed at an elevation approximately 4 feet higher and 6 feet 2 inches wider than the existing bridge. Bartlett Road will be widened and reconstructed approximately 450 feet north and approximately 475 feet south of the bridge. Retaining walls shall be constructed along Bartlett Road in all but the southwest quadrant. A 10 foot wide multi-use path will be constructed on the bridge, extending approximately 350 feet north and 350 feet south of the bridge. A 10 foot wide flat shelf will be provided for approximately another 100 feet from 350 feet north of the bridge and for approximately another 125 feet from 350 feet south of the bridge for the future construction of a multi-use path by others.

WHEREAS, the COUNTY has jurisdictional authority over Bartlett Road as CH V47, including certain obligations for maintenance and roadway improvements; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT the construction of the 10 foot wide multi-use path on the bridge and approximately 350 feet north and south of the bridge and to re-direct the storm water from the east side to the west side by constructing a storm sewer and drainage structures north of the PROJECT, (hereinafter referred to as the "COUNTY'S IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to construct the COUNTY'S IMPROVEMENTS; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final construction plans and specifications for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the COUNTY for its review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

100 % Final

- B. The final approved construction plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the ILLINOIS TOLLWAY.
- C. The COUNTY shall review the construction plans and specifications which impact the COUNTY's maintained highways within twenty-five (25) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained highways. In the event of

disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the COUNTY, the ILLINOIS TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.

- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All 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 for the PROJECT.
- F. The COUNTY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the COUNTY's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the COUNTY, shall upon the ILLINOIS TOLLWAY's application to the COUNTY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the COUNTY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The COUNTY agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY rights of way where improvements to COUNTY highways are proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of COUNTY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.
- E. At all locations where utilities are located on COUNTY rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.
- F. In the event that the work proposed by the COUNTY results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the COUNTY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The COUNTY shall be notified of any conflicts prior to any adjustments or relocation and shall have the opportunity to discuss alternatives for resolution with the ILLINOIS TOLLWAY.
- G. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the COUNTY, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the approved construction plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY. Notwithstanding any disapproval by the COUNTY, the ILLINOIS TOLLWAY may, after considering the COUNTY's objections, proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of the COUNTY'S IMPROVEMENTS included in the PROJECT and other work that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not

conform to the approved final plans and specifications, the COUNTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within ten (10) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY is \$323,962 for construction costs, \$16,198 (5% of construction costs) for preliminary and design engineering and \$32,396 (10% of construction costs) for construction engineering, for a total estimated cost of \$372,556.
- D. It is further agreed that notwithstanding the estimated cost, which was calculated by the actual unit bid prices, as shown on "Exhibit A", the COUNTY shall also be responsible for the actual costs associated with the COUNTY'S IMPROVEMENTS described in the Recital section of this AGREEMENT.
- E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion and acceptance of the PROJECT by the COUNTY and the ILLINOIS TOLLWAY, based on final costs. In the event that the actual total COUNTY costs exceed the estimated costs as specified in this

AGREEMENT, said excess costs shall be cause for an Amendment by the COUNTY prior to payment of said excess costs.

- F. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY 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 PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full upon completion and acceptance of the PROJECT.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, 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. "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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.

- B. The COUNTY agrees to maintain, or cause to maintain, Bartlett Road and the COUNTY'S IMPROVEMENTS, (including all facilities, sidewalks, multi-use paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, roads, etc.), or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J 2 a above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Bartlett Road

- D. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way
 - 1. The COUNTY has all maintenance responsibility as to the following:
 - a. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, drainage facilities, sidewalks, multi-use paths, retaining walls, guardrail, approach slabs, and approach embankments outside access control fences.
 - b. The following portions of the grade elevation structure:
 - i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All COUNTY signals and signs;
 - v. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - vi. All drainage facilities carrying exclusively COUNTY drainage.
 - 2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:

- a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - e. All underpass lighting.
- 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);
- 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 COUNTY 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 COUNTY.
- G. In the event the COUNTY must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the COUNTY, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- H. 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.

VIII. 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 COUNTY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY'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 COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, 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 COUNTY 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 COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the County of Cook and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The COUNTY shall retain jurisdiction of Bartlett Road traversed or affected by I-90 as 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.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Superintendent of Transportation and Highways of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. 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.
- H. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006541 and it is doing business as a governmental entity, whose mailing address is Cook County Department of Transportation and Highways, 69 West Washington Street, Room 2300, Chicago, Illinois 60602.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. 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.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the COUNTY 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 COUNTY unless such provision is waived in writing.
- M. 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 DuPage County, Illinois.

N. 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 COUNTY: The Cook County Department of
Transportation and Highways
69 West Washington Street, Room 2300
Chicago, Illinois 60602
Attn: Superintendent

O. The COUNTY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the COUNTY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The COUNTY further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

(This space intentionally left blank)

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

THE COUNTY OF COOK

By: _____
Toni Preckwinkle, President
It's Board of Commissioners

Attest: _____
David Orr, County Clerk

Date: _____

(SEAL)

Approved as to Form:
Anita Alvarez, State's Attorney

Recommended for Execution

By: _____
Assistant State's Attorney

By: _____
John Yonan, P.E.
Superintendent, Department of
Transportation and Highways

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____

Date: _____

David A. Goldberg, General Counsel

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

JMR_IGA_Cook County_I-90 @ Bartlett Rd._Revised 050614


RESOLUTION NO. 20373

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Alfonso Devivo as recommended by defense counsel Nyhan, Banbrick Kinzie & Lowry. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Alfonso Devivo’s workers compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

Chair

RESOLUTION NO. 20374

Background

It is in the best interest of the Illinois Tollway to seek amendments to its administrative rules to make its fine escalation and notice periods consistent with enhanced customer service to provide additional flexibility to the Tollway's patrons. Specifically, the agency seeks approval of a change to Section 2520.740(k) to reflect a 30 day (formerly 14 days) period that must elapse before an unpaid final order of liability will escalate an additional \$50 and changes to Sections 2520.750(c)(2) and (d)(3) increasing the time period from 21 days to 30 days in which to challenge the information contained in the Tollway's Certified Report to the Illinois Secretary of State concerning impending driver's license and registration suspensions and challenges to the immobilization, tow and impoundment of a vehicle.

Resolution

The General Counsel is authorized to take appropriate steps to amend Tollway Administrative Rule 92 Ill. Admn. Code 2520.740 and 2520.750 in substantially the form of the attached proposed Administrative Rule amendments.

Approved by: _____



Chair

**TITLE 92: TRANSPORTATION CHAPTER IV: ILLINOIS STATE TOLL HIGHWAY
AUTHORITY PART 2520 STATE TOLL HIGHWAY RULES SECTION 2520.740
HEARINGS FORMAT
Section 2520.740 Hearings Format**

- a) Each toll violation shall be considered an individual violation.

- b) The Authority may be represented by an employee or duly authorized agent at the hearing or may proceed on the Notice of Violation. The hearing officer shall not present any evidence on behalf of the Authority; provided, however, that the Notice of Violation may be placed into the record by the hearing officer. A respondent may represent himself or herself or be represented by a duly authorized agent.

- c) The Authority and the respondent may introduce into evidence, and the hearing officer may consider, all video or photo surveillance evidence relating to the alleged violations, the evidentiary foundation for which shall be presumed valid subject to rebuttal. A Notice of Violation or facsimile of the notice, sworn or affirmed to or certified by a duly authorized agent of the Authority based upon an inspection of photographs, microphotographs, videotape, or other recorded images produced by a video or photo surveillance system, shall be admitted as prima facie evidence of the correctness of the facts contained in the Notice of Violation.

- d) Each party to the hearing may make an opening statement, call, examine and cross-examine witnesses, and offer evidence for the record. Evidence may be written or oral.

- e) Each party may make a closing argument at the conclusion of the hearing.

- f) No testimony shall be given or received at the hearing relating to discussions, offers, counter offers, rejections or admissions at any settlement conferences that may have occurred.

- g) Any written stipulations of the parties may be introduced as evidence at the hearing. These stipulations shall be introduced at the beginning of the hearing and shall become part of the record of the hearing.

- h) The Authority may, at its sole discretion, establish a process in which respondents may contest alleged violations by a telephonic hearing or mail-in hearing as opposed to an in-person hearing.

- i) The hearing officer shall have full authority to conduct and control the procedure at the hearing. The hearing officer shall not be bound by the strict rules of evidence applicable to the courts; irrelevant, immaterial, or unduly repetitious evidence shall be excluded. Evidence not admissible under the rules of evidence may be admitted (except where precluded by statute) if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Objections to evidentiary offers may be made, shall be ruled upon by the hearing officer, and shall be noted in the record. Subject to these requirements, when a hearing will be expedited and the interests of the parties will not be prejudiced, any part of the evidence may be received

in written form. Oral testimony in in-person or telephonic hearings may be recorded by audio or electronic means, provided that, in the event of a recording loss or malfunction, the hearing officer may prepare a written summary of the oral testimony for purposes of administrative review.

j) The hearing officer shall apply a preponderance of the evidence standard to determine respondent's liability for the alleged violations.

k) Upon completion of a hearing on the merits, the hearing officer shall issue a final order setting forth his or her findings as to liability or non-liability of the respondent. If the hearing officer finds for the Authority, the final order of liability shall assess the tolls, fines and fees that the respondent owes to the Authority. The final order of liability shall state that an additional fine of \$50 per violation will be assessed, by operation of law and without further notice or order, if respondent fails to pay the proper toll, fine and/or fee to the Authority within ~~14~~30 calendar days after the issuance of a final order of liability. A final order of liability shall inform the parties of their right to seek judicial review under the Administrative Review Law and include a statement that failure to satisfy any toll, fine or fee imposed by the final order of liability may result in the Secretary of State suspending the driving privileges, vehicle registration, or both of the registered vehicle owner.

**TITLE 92: TRANSPORTATION CHAPTER IV: ILLINOIS STATE TOLL
HIGHWAY AUTHORITY PART 2520 STATE TOLL HIGHWAY RULES
SECTION 2520.750 PENALTIES**

Section 2520.750 Penalties

The Authority shall assess the registered owner of any vehicle driven through a toll plaza without the payment of the proper toll the following penalties:

a) Upon a finding of liability, the registered owner of the vehicle shall be liable for the outstanding toll, a \$20 fine per violation and applicable fees.

b) Additional Fine

1) Upon the failure of the registered owner to pay the toll, fine and/or fee to the Authority within 30 days after notice of a final order of liability, the Authority shall assess the registered owner an additional fine of \$50 for each violation without further notice or order.

2) Pilot Program

Notwithstanding the requirement of subsection (a), the Authority Board may establish by Resolution a temporary program under which the \$50 additional fine for any or all classes of vehicles is suspended for the time period specified in the Resolution. After that period, the Board will determine whether the additional fine policy will be discontinued, modified or continued and this Section will be amended to reflect that decision.

c) Upon failure of a registered owner of a vehicle to satisfy any toll, fine or fee resulting from a final order or orders of liability relating to 5 or more toll violations, the Authority shall notify the Secretary of State to suspend the registered owner's vehicle registration and/or driver's license.

1) A prerequisite to the suspension of vehicle registration and/or driver's license by the Secretary of State, under 625 ILCS 5/3-704.2 or 6-306.7, shall be the submission to the Secretary of State, by the Authority, of a Certified Report containing the following information:

A) The name, last known address as recorded with the