

RESOLUTION NO. 20481

Background

Pursuant to Tollway procurement process RFP#12-0045 and as authorized by Resolution No. 19747 approved by the Board on August 23, 2012, as amended by Resolution No. 19763 approved by the Board on September 27, 2012, the Tollway established, for an initial contract term ending on December 31, 2015, two pools of financial firms to provide bond underwriting and remarketing services, which such pools currently consist of: (i) a “Senior Pool” of fourteen financial firms to serve as senior managing underwriter, co-senior managing underwriter, and/or remarketing agent (the “*Senior Pool*”); and (ii) a “Co-Manager Pool” of sixteen financial firms to serve as co-managing underwriter (the “*Co-Manager Pool*”).

Resolution No. 19886 approved by the Board on February 28, 2013 authorizes, among other things: (a) the issuance of bonds to advance refund all or a portion of the Tollway’s 2006 Series A-1 Bonds for the purpose of achieving debt service savings (the “*Advance Refunding 2006A-1 Bonds*”); and (b) the Chair, on behalf of the Tollway, to sell all or any portion of such bonds to an underwriting group represented by one or more senior managing underwriter(s) selected from the *Senior Pool* and consisting of such senior managing underwriter(s) and other firms selected from the *Senior Pool* and *Co-Manager Pool*.

Resolution

The following underwriting group is authorized to underwrite the *Advance Refunding 2006A-1 Bonds*: RBC Capital Markets, LLC and Siebert Brandford Shank & Co., L.L.C., as senior managing underwriters representing an underwriting group consisting of themselves and: co-senior managing underwriters Jefferies & Company, Inc. and J.P. Morgan Securities LLC; and co-managing underwriters Duncan-Williams Inc., Janney Montgomery Scott LLC,

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continued Resolution

KeyBanc Capital Markets Inc., Raymond James & Associates, Inc., and Robert W. Baird & Co. Incorporated. Each firm's inclusion is subject to its continued good standing in the *Senior Pool* or *Co-Manager Pool*, as applicable. Underwriting fees shall not exceed \$2.50 per \$1,000.00 par amount of bonds, as per procurement process RFP#12-0045.

Approved by: _____



Chair

RESOLUTION NO. 20482

Background

Section 713, Subsection 2 of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority (the “Tollway”) effective March 31, 1999 (“Indenture”), requires the Tollway at all times to fix, charge and collect such tolls for the use of the Tollway System as shall be required in order that in each Fiscal Year Net Revenues shall at least equal the Net Revenue Requirement for such Fiscal Year. All capitalized terms not defined herein are as defined in the Indenture.

Section 713, Subsection 3, of the Indenture requires that on or before October 31 of each Fiscal Year the Tollway shall cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of such Fiscal Year and for the next Fiscal Year and shall complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year were, and for the next succeeding Fiscal Year will be, sufficient to comply with Section 713, Subsection 2 of the Indenture, and that the Tollway shall, by resolution, make a determination with respect thereto. Such review shall take into consideration the anticipated completion date of any uncompleted Projects and the issuance of future Series of Bonds if necessary to finance the completion of such Projects.

The Tollway has caused the described estimates to be prepared and the review to be performed as required by the Indenture.

Further Section 710, Subsection 3 of the Trust Indenture provides that the Tollway may at any time adopt an amended Annual Budget for the remainder of the then Fiscal Year.

RESOLUTION NO. 20482

continued Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20163 adopted by its Board of Directors on December 19, 2013, authorized a maintenance and operations budget for the Fiscal Year 2014 in the amount of \$295,455,696.00. It is in the best interest of the Tollway to amend the Annual Budget for the remainder of the Fiscal Year 2014 by increasing the maintenance and operations budget by \$3,500,000.00 (approximately 1.2%) from \$295,455,696.00 to \$298,955,696.00.

Resolution

The Illinois State Toll Highway Authority hereby determines, in accordance with the Indenture, and in connection with the approval process for the 2015 Tentative Budget, that for the current 2014 Fiscal Year the maintenance and operations budget shall be amended by an increase of \$3,500,000.00, from \$295,455,696.00 to \$298,955,696.00.

Further, it has been determined that the Tollway's Net Revenues for the current 2014 Fiscal Year and the upcoming 2015 Fiscal Year have been and will be sufficient to comply with the Net Revenue Requirement and other provisions of the Indenture.

The Chief of Finance is designated as an Authorized Officer for the purposes of preparing and filing such certificates and estimates as are required to be prepared and filed in accordance with Section 713, Subsection 3 of the Indenture.

Approved by: _____



Chair


RESOLUTION NO. 20483

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Roadway Sweepings Pickup and Disposal Services. Pursuant to the Tollway's Invitation for Bid No. 13-0056, the Tollway has determined that Independent Recycling Services, Inc. is the lowest responsible bidder for Roadway Sweepings Pickup and Disposal Services for an upper limit of compensation not to exceed \$889,350.00.

Resolution

The bid from Independent Recycling Services, Inc. for the purchase of Roadway Sweepings Pickup and Disposal Services is accepted. Contract No. 13-0056 is approved in an amount not to exceed \$889,350.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 
Chair


RESOLUTION NO. 20484

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Transponder Fulfillment Services (Contract No. 11-0200) from Ada S. McKinley Community Services, Inc. (a State Use Vendor). 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 limit of compensation of said contract by an amount not to exceed \$970,000.00 for the purchase of additional Transponder Fulfillment Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 11-0200 for the purchase of additional Transponder Fulfillment Services from Ada S. McKinley Community Services, Inc. is approved in an amount not to exceed \$970,000.00 (increase from \$2,640,000.00 to \$3,610,000.00). The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 20485

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19679 approved April 26, 2012, entered into an Agreement with Parsons Brinckerhoff, Inc. on Contract No. I-11-4015, for Design Services for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) from Milepost 78.6 (Kennedy Expressway) to Milepost 72.7 (Oakton Street).

Parsons Brinckerhoff, Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-4015, increasing the contract upper limit by \$1,815,201.60 from \$23,400,000.00 to \$25,215,201.60. It is necessary and in the best interest of the Tollway to accept the proposal from Parsons Brinckerhoff, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Parsons Brinckerhoff, Inc., increasing the contract upper limit for Contract No. I-11-4015 by \$1,815,201.60, 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. 20486

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19843 approved December 13, 2012, entered into an Agreement with Globetrotters Engineering Corporation on Contract No. I-12-4051, for Construction Management Services for Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) corridor from Milepost 17.4 (I-39) to Milepost 56.1 (Illinois Route 25), specifically for work between Genoa and Anthony Roads.

Globetrotters Engineering Corporation has submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-12-4051, increasing the contract upper limit by \$1,982,842.40 from \$8,742,408.73 to \$10,725,251.13. It is necessary and in the best interest of the Tollway to accept the proposal from Globetrotters Engineering Corporation.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Globetrotters Engineering Corporation, increasing the contract upper limit by \$1,982,842.40 on Contract No. I-12-4051, 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. 20487

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20249 approved on February 27, 2014, entered into Contract No. I-13-4168 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). This Change Order / Extra Work Order provides for the addition of a southbound right turn lane and realignment of the center concrete median on Meacham Road at Thoreau Drive; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order, for construction identified above, in the amount of \$376,692.25, increasing the upper limit of compensation from \$23,084,249.95 to \$23,460,942.20 on Contract No. I-13-4168, is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20488

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20143 approved on November 21, 2013, entered into Contract No. I-13-4159 with John Burns Construction Company for Fiber Optic Relocation on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (IL 25) to Milepost 68.15 (I-290). This Change Order / Extra Work Order is to provide for compensation for extra work required due to changed conditions in the field; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order / Extra Work Order, for construction identified above, in the amount of \$601,504.61, increasing the upper limit of compensation from \$3,461,118.18 to \$4,062,622.79 on Contract No. I-13-4159, is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20489

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19938 approved on March 28, 2013, entered into Contract No. RR-12-4088 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Ramp Reconstruction on the Tri-State Tollway (I-294) at Milepost 33.6 (US-20, Lake Street) and on the Tri-State Tollway (I-94) at Milepost 11.2 (IL-120, Belvidere Road). 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-12-4088 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20490

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20000 approved on June 27, 2013, entered into Contract No. I-13-4127 with Illinois Constructors Corporation for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 20.8 (Irene Road over I-90) and at Milepost 21.8 (Stone Quarry 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-13-4127 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20491

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19343 approved on February 24, 2011, entered into Contract No. RR-10-5619 with Natural Creations Landscaping, Inc. for Landscape and Improvements on the Tri-State Tollway (I-294) from Milepost 30.5 (Roosevelt Road) to Milepost 52.0 (Sanders Road Overpass); and Tri-State Tollway (I-94) from Milepost 0.0 (Wisconsin State Line) to Milepost 25.0 (Lake-Cook Road). 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-10-5619 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20492

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20292 approved on March 27, 2014, entered into Contract No. RR-13-5671R with Superior Paving Inc. for Parking Lot Rehabilitation on the Tri-State Tollway (I-294) at Milepost 19.3 (83rd Street Plaza 39), Milepost 19.7 (82nd Street Plaza 36), Milepost 29.9 (Cermak Plaza 35) and Milepost 38.7 (Irving Park Plaza 33); and Veterans Memorial Tollway (I-355) at Milepost 14.4 (Boughton Plaza 89) and Milepost 29.2 (Army Trail Plaza 73). 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-13-5671R is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20493
AMENDING RESOLUTION NO. 20445

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 20445 amended Resolution 20395 amended Resolution 20368 amended 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 20445 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 20445 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

RESOLUTION NO. 20493
AMENDING RESOLUTION NO. 20445

Resolution – Continued

all land acquisition fees and costs including, but 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.

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

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RESOLUTION NO. 20493
AMENDING RESOLUTION NO. 20445

Resolution – Continued

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

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

EXHIBIT "A"
Project 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
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage

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

EXHIBIT "A"
Project 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-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	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-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

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

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-12-917	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	12-19-400-120	Cook
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
EO-1B-12-053	03-02-301-019	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-12-056	03-02-301-017	DuPage
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook

Elgin O'Hare Western Access		ADDED IDENTIFIED PARCELS
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook

RESOLUTION NO. 20494
AMENDING RESOLUTION NO. 20446

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 20446 amended Resolution 20396 amended Resolution 20369 amended 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 20446 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 20446 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, but not limited to, consideration,

RESOLUTION NO. 20494
AMENDING RESOLUTION NO. 20446

Resolution – Continued

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.

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,

10/23/14

6.4/11

RESOLUTION NO. 20494
AMENDING RESOLUTION NO. 20446

Resolution – Continued

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.

A handwritten signature in black ink, appearing to read "Paul Coeff". The signature is written in a cursive style with a large, prominent initial "P".

Approved by: _____

Chair

10/23/14

6.4/11

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	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, 01-34-401-007, 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
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
NW-6B-13-014	07-10-200-004, 07-03-100-004, 07-04-201-003	Cook
NW-6B-13-019	01-35-400-022, 01-35-401-018, 01-35-400-020 01-35-400-021, 01-35-400-018	Cook

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

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-020	<p>THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT B IN THE RESUBDIVISION OF THE MIDLANDS AT SOUTH BARRINGTON ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6th, 1998 AS DOCUMENT NO. 98183032; THENCE NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF 380.88 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 23 SECONDS EAST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF 282.99 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 27 SECONDS EAST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF 12.88 FEET TO THE WESTERLY LINE OF ILLINOIS STATE TOLL HIGHWAY AUTHORITY PARCEL N-6-75A PER JUDGEMENT ORDER DATED SEPTEMBER 20th, 1974 IN CASE NO. 74L-11639; THENCE SOUTH 51 DEGREES 08 MINUTES 57 SECONDS WEST ALONG SAID WESTERLY LINE, 283.14 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 33 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 380.64 FEET TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 13.16 FEET TO THE POINT OF BEGINNING</p>	Cook
NW-6C-13-014	<p>02-33-202-002, 02-33-202-003, 02-33-301-001 02-33-302-001, 02-33-302-003, 02-33-400-002 02-33-400-003, 02-33-401-026, 02-33-401-027 02-33-401-003, 02-33-401-024, 02-33-401-025 02-33-102-001, 07-02-100-009, 07-03-201-003 07-03-201-004, 07-11-100-007</p>	Cook
NW-6C-13-022	<p>07-03-200-020, 07-03-201-004, 07-03-201-005 07-10-201-005, 02-33-302-001, 02-33-302-003 02-33-400-002</p>	Cook
NW-6C-13-023	<p>07-02-100-008, 07-03-201-004, 07-03-201-005 07-10-201-005, 07-11-100-006</p>	Cook
NW-6C-13-024	<p>07-10-201-003</p>	Cook

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

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-017	THAT PART OF GREENSPOINT PARKWAY IN THE EAST FRACTIONAL HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEDICATED ON THE PLAT OF GREENSPOINT OFFICE PARK ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1988 AS DOCUMENT NUMBER 88355051	Cook
NW-6C-13-018	07-12-101-005, 07-12-202-004 07-12-203-005, 07-12-100-007	Cook
NW-7B-13-003	09-33-500-005	Cook
NW-7B-13-004	09-33-500-005	Cook

I-90 ADDED IDENTIFIED PARCELS

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6C-13-025	07-11-201-015	Cook

RESOLUTION NO. 20495

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“IGA”) with Riley Township in connection with the widening of I-90 Jane Addams Memorial Tollway at Getty Road and Anthony Road, and specifically the removal and reconstruction of the bridges carrying these roads over I -90. The IGA identifies various rights and responsibilities of the parties, including ongoing maintenance responsibilities of the subject bridges. Due to the fact that Riley Township is planning to reconstruct Anthony Road upon completion of the Anthony Road Bridge, rather than repairing that road the Tollway will contribute to that reconstruction by paying the Township an amount approximately equal (estimated at \$10,000.00) to what the Tollway would have spent to repair Anthony Road.

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 Riley Township in substantially the form attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment of actual costs thereof.

Approved by:

_____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
RILEY TOWNSHIP**

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 RILEY TOWNSHIP, a body politic and corporate of the State of Illinois, hereinafter called the "TOWNSHIP", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY to facilitate the free flow of traffic and further the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The ILLINOIS TOLLWAY Driving the Future*," which includes improvements to the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing and widening from the John F. Kennedy Expressway to Illinois Route 39. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY is removing and replacing the Getty Road and the Anthony Road Bridges over I-90 and such work is included in Contracts I-13-4128 and I-14-5697 respectively, (hereinafter referred to as the "PROJECT") by making the following improvements:

I-13-4128

The work consists of bridge and roadway reconstruction that will provide for a new bridge to allow two lanes of traffic with 4'-0" wide outside shoulders on Getty Road. The bridge will be widened by 5'-0" for a total out-to-out structure width of 35'-4". The bridge will be improved with an architectural finish on the outside surface of the parapets and abutment wing walls. The work also includes, but is not limited to bridge demolition, bridge reconstruction, remove and reconstruct pavement, temporary and permanent drainage systems, including pipes and structures, permanent underpass lighting, temporary and permanent erosion control measures, roadside safety improvements including guardrail, terminals, and other work, temporary and permanent pavement marking and delineation, Maintenance of Traffic control measures including a detour route, earthwork including topsoil stripping, embankment construction, hauling and disposal of excess material and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications;

I-14-5697

This contract will involve the removal and replacement of the Garden Prairie Road Bridge over I-90 and the Anthony Road Bridge over I-90 to accommodate the widening of I-90 and to raise the vertical profile of these bridges. For purpose of this contract only the Anthony Road Bridge

will be discussed, as Garden Prairie Road is under the jurisdiction of another governmental entity. The bridge will be widened for a total out-to-out structure width of 31'-4". The bridge will be improved with an architectural finish on the outside surface of the parapets and abutment wing walls. The work also includes, but is not limited to bridge demolition, bridge reconstruction, remove and reconstruct pavement, temporary and permanent drainage systems, including pipes and structures, permanent underpass lighting, temporary and permanent erosion control measures, roadside safety improvements including guardrail, terminals, and other work, temporary and permanent pavement marking and delineation, Maintenance of Traffic control measures including a detour route, earthwork including topsoil stripping, embankment construction, hauling and disposal of excess material and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY has included in its PROJECT the funding and detailed plans for damage caused by ILLINOIS TOLLWAY contractor(s) on Anthony Road, outside of the reconstruction area pursuant to the implementation of the PROJECT; and

WHEREAS, the TOWNSHIP is planning to reconstruct Anthony Road upon completion of the Anthony Road Bridge reconstruction by 2016, and requests that the ILLINOIS TOLLWAY forgo their plans to repair Anthony Road, assess the damage, and transfer the funding to the TOWNSHIP for the TOWNSHIP's permanent reconstruction effort; and

WHEREAS, the ILLINOIS TOLLWAY requests that the TOWNSHIP share in the maintenance of the Getty Road Bridge and the Anthony Road Bridge, and the TOWNSHIP has agreed to partial maintenance of the two bridges; and

WHEREAS, the ILLINOIS TOLLWAY and the TOWNSHIP by this instrument, desire to determine and establish their respective responsibilities toward engineering, 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

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 TOWNSHIP shall review the plans and specifications which impact the TOWNSHIP's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the TOWNSHIP shall mean the TOWNSHIP agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the TOWNSHIP's maintained highways. In the event of disapproval, the TOWNSHIP 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 TOWNSHIP, the ILLINOIS TOLLWAY after considering the TOWNSHIP's objections shall proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- 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 (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (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. The TOWNSHIP shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use 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 TOWNSHIP.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the TOWNSHIP for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the TOWNSHIP's or the ILLINOIS TOLLWAY's property or rights of way which the TOWNSHIP 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 TOWNSHIP's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the TOWNSHIP'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 TOWNSHIP, shall upon the ILLINOIS TOLLWAY's application to the TOWNSHIP'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 necessary in furtherance of this AGREEMENT. In addition, the TOWNSHIP shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT be restored to an “as good as – or – better” than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the TOWNSHIP.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the TOWNSHIP, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing TOWNSHIP 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: 1) to ILLINOIS TOLLWAY facilities where they cross TOWNSHIP highway rights of way; and 2) to TOWNSHIP facilities improved as part of the PROJECT.
- C. 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 TOWNSHIP jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the TOWNSHIP.
- D. At all locations where utilities are located on TOWNSHIP rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the TOWNSHIP 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 TOWNSHIP for any and all out of pocket costs the TOWNSHIP 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 TOWNSHIP shall be submitted to the TOWNSHIP for approval prior to commencing such work. The TOWNSHIP 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 TOWNSHIP shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the TOWNSHIP within fifteen (15) calendar days after delivery to the TOWNSHIP of the proposed deviation, the proposed deviation shall be deemed approved

by the TOWNSHIP. Notwithstanding any disapproval by the TOWNSHIP, the ILLINOIS TOLLWAY may, after considering the TOWNSHIP'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 TOWNSHIP, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the TOWNSHIP prior to commencement of work on the PROJECT.
- D. The TOWNSHIP 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 TOWNSHIP's system. The TOWNSHIP shall assign personnel to perform inspections on behalf of the TOWNSHIP of all work included in the PROJECT that affects the TOWNSHIP'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 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 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to repair Anthony Road is \$10,000.00.
- C. It is further agreed that notwithstanding the estimated cost, the TOWNSHIP and the ILLINOIS TOLLWAY shall jointly inspect the Anthony roadway surface and assess the damage to determine the cost of repair.
- D. The ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the repair up to a maximum of \$10,000.00.
- E. The PARTIES agree that upon completion of the contract for the Anthony Road Bridge, upon completion of the assessment and mutual agreement by the PARTIES as to the damage of the Anthony roadway beyond the PROJECT area, the TOWNSHIP shall send the ILLINOIS TOLLWAY an invoice for the agreed amount, not to exceed \$10,000.00.

Upon receipt of the invoice from the TOWNSHIP, the ILLINOIS TOLLWAY will pay to the TOWNSHIP in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on final costs.

- F. Either the TOWNSHIP 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 TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the TOWNSHIP.
- 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, 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. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 4. "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. 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 TOWNSHIP shall retain jurisdiction and maintenance responsibilities for Getty Road and Anthony Road in their entirety. The PARTIES maintenance responsibilities for the Getty Road Bridge over I-90 and the Anthony Road Bridge over I-90 are further detailed below.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Getty Road
Type 2	Anthony Road

Type 2 - TOWNSHIP Roadway over ILLINOIS TOLLWAY Right of Way

- C. The TOWNSHIP has all maintenance responsibility as to the following:
 1. All TOWNSHIP right of way and TOWNSHIP highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, guardrail up to the approach slabs, mowing and approach embankments outside access control fences.
 2. The following portions of the grade elevation structure:
 - a. Bridge deck anti-icing and de-icing, snow removal, sweeping, pavement marking, litter and debris removal, and grate and scupper cleaning and repair,
 - b. Drainage facilities above structural beams and girders;
 - c. All lighting except underpass;
 - d. All TOWNSHIP signals and signs;
 - e. To the extent not addressed in other intergovernmental agreements to which the TOWNSHIP is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - f. All drainage facilities carrying exclusively TOWNSHIP drainage.

- D. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the TOWNSHIP as set forth herein, including but not limited to the following:
1. The entire deck and the concrete approach slabs;
 2. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 3. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 4. approach slabs
 5. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 6. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 7. 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);
 3. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the TOWNSHIP roadway or performance of TOWNSHIP maintenance obligations under this AGREEMENT, the TOWNSHIP may make such attachment or placement only after consultation and approval by the ILLINOIS TOLLWAY.
- F. If in the future, the TOWNSHIP adopts a roadway or other local improvements, to increase capacity, or additional access which requires modification, relocation or reconstruction to said bridge, then the TOWNSHIP hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridge, including the deck, at the end of its useful life, usually sixty (60) years or sooner if necessitated by the TOWNSHIP, and only after full approval by the ILLINOIS TOLLWAY and its Board of Directors.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the TOWNSHIP shall continue to maintain all portions of the PROJECT within the TOWNSHIP'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 TOWNSHIP shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the TOWNSHIP, 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 TOWNSHIP 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.
- D. Nothing herein is intended to prevent or preclude the TOWNSHIP 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 Riley Township 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 TOWNSHIP shall retain jurisdiction of Getty Road and Anthony Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- 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 TOWNSHIP 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 TOWNSHIP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the TOWNSHIP's Highway Commissioner 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. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Riley Township, 602 Bauman Street, Marengo, Illinois 60152.
- 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the TOWNSHIP 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 TOWNSHIP unless such provision is waived in writing.
- L. 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 TOWNSHIP, Illinois.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the TOWNSHIP: Riley Township

602 Bauman Street
Marengo, Illinois 60152
Attn: Township Highway Commissioner

- N. The TOWNSHIP certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- O. 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.

RILEY TOWNSHIP

By: _____
David Diamond, Highway Commissioner

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20496

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“IGA”) with DuPage County in connection with the modifications to I-290 at existing Thorndale Avenue/proposed Elgin O’Hare Western Access. DuPage County applied as “Project Sponsor” and received Congestion Mitigation Air Quality funds (“CMAQ Funds”) for construction of the Project with the Illinois Tollway and the Illinois Department of Transportation (“IDOT”) listed on the application as “Other Agencies Participating in Project.” In order to apply the federal CMAQ Funds, it is necessary for the County, as Project Sponsor, to enter into a Local Agency Agreement for Federal Participation with the State of Illinois, and this IGA with the Illinois Tollway to determine respective responsibilities toward the Project. The County shall act as the Illinois Tollway’s fiscal agent for the purpose of processing payment of the local match and non-participating costs of the Project, and the Illinois Tollway shall act as lead agency for the construction of the Project. The Illinois Tollway shall be responsible for financing the local match (20%), and 100% of certain construction work, estimated to be \$7,651,020, related to other aspects of the Project.

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 DuPage County in substantially the form attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment of actual costs thereof.

Approved by: _____



Chair

ELGIN O'HARE WESTERN ACCESS

PROJECT: THORNDALE AVENUE AT I-290

INTERGOVERNMENTAL AGREEMENT
FOR ADMINISTRATION OF CONGESTION MITIGATION AIR QUALITY
(CMAQ) FUNDING

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2014, by and between The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, ("Illinois Tollway") and the County of DuPage, a body corporate and politic of the State of Illinois ("County"). The County and the Illinois Tollway are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Constitution of the State of Illinois, Article VII, Section 10, and the "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.* provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance.
- B. The County by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et seq.*) and the Illinois Tollway by virtue of its power set forth in the "Toll Highway Act" (605 ILCS 10/1 *et seq.*) are authorized to enter into this Agreement.
- C. The Illinois Tollway is the lead agency for the Elgin O'Hare Western Access (EOWA) Improvement including engineering, land acquisition, construction and financing, that includes modifications to the I-290 at existing Thorndale Avenue/proposed EOWA (the "Project").
- D. The County applied as the "Project Sponsor" and received Congestion Mitigation Air Quality funds ("CMAQ Funds") for construction of the Project with the Illinois Tollway and the Illinois Department of Transportation listed on the application as "Other Agencies Participating In Project."
- E. In order to leverage the federal CMAQ Funds, it is necessary for the County, as Project Sponsor, to enter into a Local Agency Agreement for Federal Participation with the State of Illinois.
- F. The County shall act as the Illinois Tollway's fiscal agent for the purpose of processing payment of the local match and non-participating costs of the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the County and the Illinois Tollway, agree as follows:

1. **RECITALS INCORPORATED.** The Recitals set forth above are specifically incorporated as substantive and material terms and provisions of this Agreement.

2. **ILLINOIS TOLLWAY'S OBLIGATIONS.**

- A. The Illinois Tollway shall be the lead for the Project and be responsible for preliminary engineering, design engineering, construction engineering and financing the local match (20%) and 100% of the non-participating construction work, estimated to be \$7,698.400.00.
- B. The Illinois Tollway agrees to pay invoices received from the County for the local match and/or non-participating work items for the Project directly to IDOT or make other arrangements for credit offset with IDOT. The Illinois Tollway shall provide the County with a copy of all invoice payments or offsets to IDOT.
- C. The Illinois Tollway agrees to have a copy of this Agreement made an Addenda to the Local Agency Agreement for Federal Participation for the Project.
- D. The Illinois Tollway agrees to enter into required separate agreements to address maintenance, jurisdictional, operational, etc. responsibilities of the completed Project.
- E. The Illinois Tollway agrees to abide by the supplemental terms noted in Exhibit A attached hereto and made a part hereof.

3. **COUNTY'S OBLIGATIONS.**

- A. The County shall enter into the Local Agency Agreement for Federal Participation for construction of the Project in order to secure the CMAQ Funds and shall attach a copy of this Agreement as an Addenda to the Local Agency Agreement for Federal Participation.
- B. The County shall receive IDOT invoices for the local match of CMAQ Funds and for all non-participating costs and shall immediately forward to the Illinois Tollway for payment processing.

- C. Upon final invoice and receipt by IDOT of the Illinois Tollway's payments for the local match of CMAQ Funds and all non participating costs for the Project, the County's role as fiscal agent shall cease.

4. **JOINT OBLIGATIONS.** The Parties agree to take action as reasonably necessary or appropriate, within their legal capacities, to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications, and agreements, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms and provisions of this Agreement.

5. **ASSIGNMENT.** The Parties shall not assign this Agreement, or any of the rights created or granted under the terms and provisions of this Agreement, to any person or entity without the prior written consent of the other Party to this Agreement affected by such assignment.

6. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by one Party to another under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by United States Postal Service mail with proper postage prepaid and Certificate of Service included, hand delivered, or sent by facsimile transmission, with proof of successful transmission, to the respective addresses shown below or to such other party or address as a Party may from time to time furnish to the others in writing.

- A. **Notices to Illinois Tollway shall be sent to:**

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515-1703
Attn: Paul Kovacs
Phone: 630.241.6800
Fax: 630.241.6105

- B. **Notices to County shall be sent to:**

Dupage County Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation/County Engineer

Phone: 630.407.6900
Fax: 630.407.6901

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered, or on the first business day after successful transmission if sent by facsimile transmission.

8. **COMPLIANCE WITH LAWS.** The Illinois Tollway and the County each agrees to effectuate and perform the terms and provisions of this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

9. **WAIVER AND INDEMNIFICATION.**

- A. The County, to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless the Illinois Tollway, its officers, agents, employees, and those acting on its behalf or with its authority (collectively, "Indemnified Illinois Tollway") from and against any and all liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and reasonable attorneys' fees), claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or relating to, resulting from or occurring as a result of the negligence of the County in the timely performance of its duties, obligations, agreements and covenants under this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of the Indemnified Illinois Tollway. The foregoing indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement and shall not be construed as an indemnification or a hold harmless against and from the negligence of the Indemnified Illinois Tollway with respect to any party performing work on the Project to the extent such violates the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.
- B. The Illinois Tollway, to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless the County, its officers, agents, employees, and those acting on its behalf or with its authority (collectively, "Indemnified County") from and against any and all liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and reasonable attorneys' fees), claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or relating to, resulting from or occurring as a result of the negligence of the Indemnified Parties in the timely performance of their duties, obligations, agreements and covenants under this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of the Indemnified County. The foregoing

indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement and shall not be construed as an indemnification or a hold harmless against and from the negligence of the Indemnified County with respect to any party performing work on the Project to the extent such violates the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

10. **GENERAL.**

- A. This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective successors and assigns. No waiver of any obligation or default of a Party shall be implied from omission by the another Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.
- B. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.
- C. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- D. This Agreement shall constitute the entire Agreement between the Parties with respect to the subject matter hereof. No changes, modifications, or alterations to this Agreement shall be effective without the written consent and authorization of the Parties.
- E. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.
- F. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in this Agreement shall govern and control.

- G. The execution, delivery of, and performance under this Agreement is pursuant to authority given and duly conferred upon the Parties and their respective signatories to this Agreement.

11. **COUNTERPARTS**. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Signature page follows

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties on the date and year first above written.

COUNTY OF DU PAGE:

By: _____
Daniel J. Cronin, Chairman

Attest:

By: _____
Gary A. King, County Clerk

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Kristi Lafleur, Executive Director

By: _____ Date: _____
Michael Colsch, Chief of Finance

By: _____ Date: _____
David A. Goldberg, General Counsel

Approved as to Form and Constitutionality

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

EXHIBIT A
SUPPLEMENTAL TERMS

The Illinois Tollway agrees:

- (1) The "STATE" hereinafter refers to the State of Illinois, acting by and through its Department of Transportation.
- (2) By execution of this Agreement, the Illinois Tollway is indicating sufficient funds have been set aside to cover the non-federal share of the Project cost and additional funds will be appropriated, if required, to cover the Illinois Tollway's total cost.
- (3) To provide for all utility adjustments, and to coordinate the use of the right-of-way of this improvement by utilities, public and private, with the appropriate jurisdictional authority.
- (4) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA ("Federal Highway Administration"), that portion of the completed improvement within its jurisdiction and/or by separate agreement enter into agreements to address maintenance responsibilities of the completed Project.
- (5) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Illinois Auditor General and the department; and the Illinois Tollway agrees to cooperate fully with any audit conducted by the Illinois Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (6) To regulate parking and traffic in accordance with the approved project report.
- (7) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (8) To complete construction of the Project within five years from the date the County's Local Agency Agreement for Federal Participation is approved by the STATE.
- (9) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

- (10) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

RESOLUTION NO. 20497

Background

It is appropriate for the Illinois State Toll Highway Authority to enter into an Intergovernmental Agreement with the Village of Green Oaks consenting, on the specific terms described therein, to the annexation of a Tollway parcel (approximately .44 acres) into the municipal boundaries of the Village. The parcel at issue is located on the east side of the Tri-State Tollway (I-294) along Illinois Route 176. The requested annexation will allow the Village to establish a contiguous border necessary for the development of a TIF District.

Resolution

The General Counsel and Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement in substantially the form of the agreement attached to this Resolution and the Chair or the Executive Director is authorized and directed to execute the Intergovernmental Agreement.



Approved by: _____

Chair

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE VILLAGE OF GREEN OAKS, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (the "Tollway") and the Village of Green Oaks, an Illinois municipality (the "Village ");

W I T N E S S E T H:

WHEREAS, the Village, as part of its economic development plans, desires to encourage commercial development on a particular parcels of property (the "*Development Property*") and seeks to support that development in part by creation of a tax increment financing district including the Development Property; and

Whereas the potential contiguity of Village's proposed tax increment financing district is interrupted by a small 0.44 acre rectangular tract of Tollway right-of-way property lying adjacent to and north of the State Route 176 right-of-way

WHEREAS, the Tollway owns land abutting the corporate limits of the Village that lies between the Village and the Development Property. A map and legal description of the subject property (the "Tollway Property") are included in Exhibit A to this Agreement; and

WHEREAS, Tollway right of way may not annexed without the written consent of the Governor or the Tollway's Board of Directors. 65 ILCS 5/7-1-2 also see People ex rel. Clark v. The Village of Wheeling, 24 Ill.2d 267, 181 N.E.2d 72 (1962); and

WHEREAS, the Village's corporate limits would be contiguous to the Development Property if the Tollway Property is annexed to the Village, and the Village has requested that the Tollway petition the Village for annexation of the Tollway Property into the Village on certain conditions protective of the Tollway's continuing, permanent, unfettered use of the Tollway Property free of Village regulations (the "Protective Conditions"); and

WHEREAS, the Tollway is willing to grant the Village's request for the Tollway to file a petition for annexation of the Tollway Property subject to the conditions stated and agreed to in this Agreement; and

WHEREAS, the Village is desirous of the Tollway filing the described petition for annexation with the described conditions; and

WHEREAS, the 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 Village by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this Agreement; and

WHEREAS, the Village and the Tollway are units of government within the meaning of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and have the authority under

the Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into this Agreement;

NOW, THEREFORE, in consideration of the recitals and the provisions of this Agreement, the Village and the Tollway agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

2. Petition For Annexation. The Tollway agrees to file a petition for annexation to the Village substantially in the form attached to and by this reference incorporated into this Agreement as Exhibit B within 30 days after approval and execution of this Agreement by the Village.

3. Annexation. The Village is responsible for taking all actions necessary to annex the Tollway Property. Any and all costs and fees shall be at the expense of the Village. The Tollway will cooperate with the Village as reasonably necessary to accomplish the annexation.

4. Review and Approval. The Village and the Tollway shall have the following rights and responsibilities with respect to planned improvements adjacent to the Tollway Property, the Development Property, or property located near the Interstate 94/Illinois Route 176 interchange:

- (a) The Village shall keep the Tollway informed of its plans and progress made with respect to the TIF District.
- (b) The Tollway shall be granted the right to review and approve/disapprove the use, purpose, planned improvements and associated plans for the contemplated TIF District. The Tollway's review shall include, but not be limited to potential impacts to traffic operations, safety and drainage.
- (c) The Village understands and agrees that the Tollway will not be constructing noise walls in the area of I-94 and Illinois Route 176 and that the Village shall not approve any residential developments in this area.

5. Indemnification of Tollway by Village. The Village will indemnify and defend the Tollway against any claim or action of any kind related to the annexation or any other element of this Agreement.

6. Village Findings, Agreement Not To Regulate Tollway Property.

(a) Findings. The Village finds that (i) The Tollway has used and should always continue to use the Tollway Property for Tollway purposes, (ii) there is no useful purpose for the Village to regulate in any way the Tollway Property or the Tollway's uses of the Tollway Property, and (iii) that the sole purpose of annexing the Tollway Property into the Village is to achieve contiguity with the Development Property.

(b) Agreement Not to Regulate. The Village agrees and covenants never to include the Tollway Property in any . special services area, special assessment district, business district, or any other taxing or development district. The Village further agrees and covenants never to impose Village standards or regulations on or against the Tollway or the Tollway

Property, including without limitation zoning, planning, or subdivision ordinances or regulations; business licensing; building, construction, property maintenance codes or any other similar codes; stormwater management ordinances or regulations; or any taxes, fees, or other exactions of any kind.

7. Dispute Resolution. In the event of a dispute over the terms of this Agreement, the Village President and the Tollway's Executive Director will meet and attempt to resolve the dispute. If the Village President and Executive Director are unable to resolve the dispute, then the decision of the Executive Director regarding the dispute will be final.

8. Tollway Remedies. If the Village at any time acts or threatens to act in violation of Section 5 or any other term of this Agreement, then the Tollway has the right to seek immediate injunctive relief, a declaratory judgment against the Village, damages for breach of this Agreement, and any other available relief in law or equity, without posting any bond therefor.

9. Notices. Notices between the Village and the Tollway related to this Agreement must be in writing, sent by certified mail, and addressed as follows:

If to the Tollway:

Illinois State Toll Highway Authority
Attn.: Property Manager
2700 Ogden Avenue
Downers Grove, Illinois 60515

If to the Village:

Village of Green Oaks
Attn.: Village President
2020 O'Plaine Road
Green Oaks, IL 60048

10. Applicable Law, Venue. This Agreement is governed by the laws of the State of Illinois. The venue for any action on this Agreement is Du Page County.

11. Village Representation and Warranty. The Village represents and warrants that it has the authority to bind itself to all of the provisions of this agreement and that this Agreement has been properly approved by the Village and executed by a properly authorized representative of the Village.

[all signatures appear on next page]

RESOLUTION NO. 20498

Background

The Tollway and the University Of Illinois "University" wish to supplement their Intergovernmental Agreement and enter into a First Addendum. The Illinois Tollway and the University executed an Intergovernmental Agreement on July 29, 2013 for the University to develop a Life Cycle Assessment "LCA" tool for the Tollway. The LCA allows the Tollway to compare environmental impacts and measure the environmental efficiencies of its current construction projects. The parties are now interested in modifying the scope of the original proposal to allow the University to consider pay items used in pavement construction in the next LCA module, an approach to enhance the data available to the Tollway to assess environmental outcomes. To accomplish this change, it is necessary to increase the upper limit of compensation by \$69,772.00 for a total not to exceed \$1,344,609.00.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into a First Addendum to the IGA with the University of Illinois in substantially the form of the First Addendum to the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: _____



Chair

**FIRST INTERGOVERNMENTAL ADDENDUM AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR THE DEVELOPMENT OF LIFE-CYCLE ASSESSMENT TOOL**

This FIRST INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the "FIRST ADDENDUM") 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 BOARD OF TRUSTEES of the UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which as part of its goal is to be the "Cleanest and Greenest" Program possible. The ILLINOIS TOLLWAY seeks a measure such as the Life Cycle Assessment (LCA) tool which will allow the ILLINOIS TOLLWAY to track and evaluate its energy and raw material consumption, emissions, and other wastes related to a highway system's entire life cycle; and

WHEREAS, the LCA tool allows the ILLINOIS TOLLWAY to compare the environmental impacts of its current projects and measure their respective environmental efficiencies; and

WHEREAS, the UNIVERSITY has demonstrated the necessary expertise and facilities to perform the research and develop the LCA tool through its Advanced Transportation Research for Engineering Laboratory (ATREL); and

WHEREAS the ILLINOIS TOLLWAY and the UNIVERSITY executed an Intergovernmental Agreement known as RR-13-9142, (hereinafter referred to as the "AGREEMENT") on July 29, 2013, to develop the LCA tool; and

WHEREAS, the UNIVERSITY's initial proposal was principally aimed at developing a streamlined LCA pavement module concentrating on pavement geometry and type. However, subsequent to the initial proposal, the UNIVERSITY and the ILLINOIS TOLLWAY have reached an agreement to develop another version of the pavement LCA module which will consider pay items used in pavement construction; and

WHEREAS, pursuant to this FIRST ADDENDUM, the UNIVERSITY shall develop technical modifications to the computer programs for the LCA tools which will convert models and equations to accommodate ILLINOIS TOLLWAY pay items rather than solely volumetric measures; and

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

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the University of Illinois Act 110 ILCS 305/1 is authorized to enter into this FIRST INTERGOVERNMENTAL ADDENDUM 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 other provisions of Illinois Law.

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

1. The UNIVERSITY will perform consistent with the Overview, Tasks, Timeline and Budget and shall comply with the "Extension Proposal" dated May 20, 2014, provided by the UNIVERSITY and attached as "EXHIBIT A".
2. The ILLINOIS TOLLWAY will continue to sponsor the LCA as outlined in ARTICLE I of the AGREEMENT.
3. The Tasks as outlined in ARTICLE II of the AGREEMENT shall be amended to include the development of another version of the pavement LCA module to consider input from pay items used in pavement construction.
4. The Financial Terms detailed in ARTICLE III of the AGREEMENT shall include the conformance of the "Budget" pages 21-23 of the Extension Proposal.
5. The yearly estimated budget as described in ARTICLE III of the AGREEMENT shall be increased by \$69,772 for a total of \$547,230 in the year 2015, not to exceed \$1,344,609 total for all years.
6. The term of the AGREEMENT shall be extended by one (1) year through 2015.
7. All other provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.

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

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Walter K. Knorr, Comptroller

Date: _____

Attest: _____
Michele M. Thompson, Secretary

Approved For Legal Form:

By: _____
University Legal Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Kristi Lafleur, Executive Director

By: _____ Date: _____
Michael Colsch, Chief of Finance

By: _____ Date: _____
David A. Goldberg, General Counsel

Approved as to form and constitutionality

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

RESOLUTION NO. 20499

Background

The Tollway and the University of South Dakota ("University") wish to supplement their Intergovernmental Agreement and enter into a Fourth Addendum. The University of South Dakota and the Tollway executed an Intergovernmental Agreement dated March 30, 2006 for studies on the ecology, behavior and distribution of the Hine's Emerald Dragonfly (hereinafter referred to as the "IGA"). The studies were required as a condition of the issuance of the U.S. Army Corps of Engineers Permit to construct the Veterans Memorial Tollway and its associated bridge. The term of the IGA and the upper limit of compensation have been increased through two subsequent IGA addendums. The current expiration date of the modified IGA is December 31, 2014 and the upper limit of compensation is \$2,568,498.00. This Fourth Addendum seeks to increase the upper limit of compensation from \$2,568,498.00 by \$75,000.00 to \$2,643,498.00 and extend the agreement from its current expiration date of December 31, 2014 to December 31, 2016

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into a Fourth IGA Addendum with the University of South Dakota in substantially the form of the Fourth Addendum to the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.



Approved by: _____
Chair

**FOURTH INTERGOVERNMENTAL ADDENDUM AGREEMENT
BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF SOUTH DAKOTA**

This FOURTH INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the "Fourth IGA ADDENDUM") 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 BOARD OF TRUSTEES of the UNIVERSITY OF SOUTH DAKOTA, a body politic and corporate of the State of South Dakota, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES executed an Intergovernmental Agreement dated March 30, 2006 on July 27, 2006 for studies on the ecology, behavior and distribution of the Hine's Emerald Dragonfly at a cost to the TOLLWAY not to exceed \$701,855 and for the term of 2006 through 2007, hereinafter referred to as the "IGA"; and

WHEREAS, the PARTIES executed an Addendum Agreement dated January 31, 2008 to continue the duration of the studies for the years 2008 through 2010 at an additional cost of \$829,321, not to exceed \$1,531,176 (hereinafter referred to as the "First IGA Addendum"); and

WHEREAS, the PARTIES executed a Second Addendum Agreement dated October 13, 2010 to continue the studies for the years 2010 through 2013 for an additional cost of \$567,651, not to exceed \$2,098,827 (hereinafter referred to as the "Second IGA Addendum"); and

WHEREAS, the PARTIES executed a Third IGA Addendum dated October 10, 2012, on November 29, 2012 to continue the studies once again for the years 2013 through 2014 at an additional cost of \$469,671, not to exceed \$2,568,498 (hereinafter referred to as the "Third IGA Addendum"); and

WHEREAS, in order to continue the studies to satisfy the requirements of the Army Corps of Engineer permit as it relates to the Hine's Emerald Dragonfly in connection with the improvement of the I-355 (Veterans Memorial Highway) from I-55 to I-80, (hereinafter sometimes referred to as "Toll Highway"), and included in TOLLWAY contract I-05-7724, (hereinafter referred to as the "PROJECT"), the PARTIES desire to lengthen the term of the IGA for 2014 through 2016 at an additional cost of \$75,000, not to exceed \$2,643,498; and

WHEREAS, the TOLLWAY, as part of the PROJECT, secured a permit from the Army Corps of Engineers (hereinafter referred to as the "ACOE Permit") which is

conditioned upon certain environmental studies, monitoring and mitigation measures, particularly in relation to the Hine's Emerald Dragonfly; and

WHEREAS, the UNIVERSITY has the necessary expertise and facilities to conduct the studies, perform the monitoring and to advise the TOLLWAY with regard to the mitigation measures in relation to the Hine's Emerald Dragonfly in the PROJECT area; and

WHEREAS, the UNIVERSITY has, or soon will fulfill the requirements of the IGA, the First IGA Addendum, the Second IGA Addendum and the Third IGA Addendum, and has submitted a scope of work and preliminary budget for the continuation of studies for the years 2015 through 2016; and

WHEREAS, the TOLLWAY desires to continue the studies in order to satisfy the requirements of the ACOE permit as it relates to the Hine's Emerald Dragonfly and establish additional funding for the PROJECT; and

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

I. THE UNIVERSITY AGREES:

- A. To continue to develop protocols for restoring degraded habitat and constructing new larval habitat.
 - Continue to develop techniques for monitoring and assessing the success of the newly constructed and restored habitat, including growth rate monitoring of caged Hine's emerald larvae.
 - Sample and identify invertebrate communities occupying created streamlet systems for comparison with natural systems. This will help us to evaluate the effectiveness of habitat creation.
 - Develop and improve design features for newly created habitat areas.
- B. To continue larval captive rearing and behavioral studies. Refine captive rearing procedures with emphasis on using mass rearing techniques.
 - Continue to develop techniques for the field collection of eggs and subsequent rearing of hatchlings. Collect eggs from the field. Continuation of captive rearing program to refine protocols for collecting, rearing and handling of larvae, especially focused on developing protocols that would allow lower cost maintenance of large numbers of individuals in captivity. Large numbers of individuals will be necessary for any future reintroduction or augmentation which seems increasingly important for preserving the small population of Hine's emerald dragonflies in the Des Plaines River Valley. The streams created as part of the mitigation for habitat loss associated with the I-355 project will be used as rearing habitat for large numbers of caged larvae.

- C. Report annually of activities associated with the monitoring and other studies to be delivered by January 31 of each year of the project.
- If requested field training on recognizing and minimizing impact to the Hine's emerald dragonfly will be provided for contractor personnel and Illinois State Toll Highway Authority staff. If requested, discussion of the specific results of this study and the general ecology of The Hine's emerald dragonfly will be presented in a public forum to help inform local residents and government officials.
- D. To perform any and all other tasks as set forth in the IGA, the First IGA Addendum, the Second IGA Addendum, the Third IGA ADDENDUM and the attached draft proposal titled Evaluation of the Potential Impacts of the I355 extension on the ecology, behavior, population genetics and distribution of the endangered Hine's emerald dragonfly (*Somatochlora hineana*) in the Des Plaines River Valley. Draft Scope of Work and Preliminary Budget 2015-2016, submitted by Daniel A. Soluk of the Department of Biology of the UNIVERSITY, a copy of which proposal is attached hereto and made part hereof as "Exhibit A".
- E. To require that the TOLLWAY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the UNIVERSITY requires of its contractor(s) and that the TOLLWAY 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. To the extent permitted by law, to indemnify and hold the TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the performance of any and all tasks as set forth in Exhibit A.
- G. That it will not assign, license, distribute, or transfer the data or conclusions reached to any other person, firm, corporation, or other organization without the prior written consent of the TOLLWAY.

II. THE TOLLWAY AGREES:

- A. To continue to fund the studies provided for in this FOURTH IGA ADDENDUM, which currently expires on December 31, 2014, through December 31, 2016.
- B. To increase the upper limit of compensation \$75,000 from \$2,568,498 to \$2,643,498.
- C. To pay the UNIVERSITY for its work after presentation of a detailed invoice(s) to the TOLLWAY and any other backup documentation required by the TOLLWAY reflecting the actual costs of performance of the PROJECT, which costs will be in conformance with the proposal(s) submitted by the UNIVERSITY and approved by the TOLLWAY. See draft Scope of Work and Preliminary Budget attached as Exhibit A.

III. GENERAL PROVISIONS

- A. It is understood and agreed that this is a FOURTH IGA ADDENDUM between the UNIVERSITY and the TOLLWAY for Contract I-05-7724.
- B. Wherever in this FOURTH IGA ADDENDUM, approval or review by either the UNIVERSITY or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- C. In the event of a dispute between UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Project Director of the UNIVERSITY shall meet and resolve the issue. In the event the PARTIES cannot reach an agreement, the decision of the Chief Engineer shall be final.
- D. This FOURTH IGA ADDENDUM may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- E. It is mutually agreed by the parties hereto that all other provisions contained in the IGA executed on July 27, 2006, the First IGA Addendum executed on January 31, 2008, the Second IGA executed on October 13, 2010, and the Third Addendum executed on November 29, 2012, which are not in conflict with this FOURTH IGA ADDENDUM, shall remain in full force and effect.
- F. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 46-6003541 and it is doing business as a governmental entity, whose mailing address is The University of South Dakota, 414 E. Clark Street, Vermillion, South Dakota 57069.
- G. This FOURTH IGA ADDENDUM may only be modified by written modification executed by duly authorized representatives of the parties hereto.
- H. This FOURTH IGA ADDENDUM shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- I. The failure by the TOLLWAY or the UNIVERSITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this FOURTH IGA ADDENDUM shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this FOURTH IGA ADDENDUM shall be deemed waived by the TOLLWAY or the UNIVERSITY unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois shall apply to this FOURTH IGA ADDENDUM and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- K. All written reports, notices and other communications related to this FOURTH IGA ADDENDUM shall be in writing and shall be personally delivered, mailed via certified mail delivery, or electronic mail delivery to the following persons at the following addresses:
- To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attn: Chief Engineer
- To the UNIVERSITY: The University of South Dakota
Department of Biology
414 E. Clark Street
Vermillion, South Dakota 57069
Attn: Dr. Daniel A. Soluk, Project Director
- L. The UNIVERSITY certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has

been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

- M. The UNIVERSITY certifies that neither the UNIVERSITY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- N. Forced Labor. The UNIVERSITY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- O. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the UNIVERSITY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the UNIVERSITY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the UNIVERSITY, the procedures of the ILLINOIS TOLLWAY will be used. The UNIVERSITY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
- P. The UNIVERSITY 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 UNIVERSITY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The UNIVERSITY 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.
- Q. The introductory recitals included at the beginning of this FOURTH IGA ADDENDUM are agreed to and incorporated into this FOURTH IGA ADDENDUM.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this FOURTH IGA ADDENDUM on the dates indicated.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF SOUTH DAKOTA

By: _____
Dr. Laura J. Jenski, Ph.D.
Its: Vice President for Research

Attest: _____
Dr. Daniel A. Soluk, Ph.D.
Its: Project Director

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to form and constitutionally

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

RESOLUTION NO. 20500

Background

The Alliance for Toll Interoperability (“ATI”) is an association of tolling agencies, comprised of 40 agencies across the United States and Canada, that was created to promote and implement toll interoperability for the benefit of its member agencies and consistent with federal law to work towards national interoperability. It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to join the so-called ATI “HUB” because through its membership, the Tollway will be able to match license plates of vehicles not associated with an I-Pass account with vehicles that have established toll accounts with other agencies, thereby more efficiently collecting toll revenue from those vehicle owners.

Resolution

The Chief of Business Systems and the General Counsel are authorized to finalize an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Alliance for Toll Interoperability, in substantial conformity with the draft attached hereto, the Chair or the Executive Director is authorized to execute said Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

ATI Member Agency Agreement

Whereas, the Alliance for Toll Interoperability hereinafter referred to as ATI is a not-for profit, tax-exempt organization founded in 2009 to promote and implement interoperability between states for the benefit of customers and member agencies; and

Whereas, its membership (Member Agencies) has grown to forty three (43) toll road operators from the United States and Canada; and

Whereas, the United States Congress has enacted a legislation mandate for interstate toll interoperability by July, 2016 under the Moving Ahead for Progress in the 21st Century (MAP-21) Act legislative; and

Whereas, the (ATI) and Secure Interagency Flow LLC , an Egis projects/sanef its america joint venture hereinafter referred to as Contractor, have entered into an agreement, (hereinafter referred to as the "HUB Agreement", a copy of which is attached hereto as Appendix A) for the supply, implementation and operation of a nationwide North American interoperability HUB for billing motorists for tolls, based on license plate camera reads and transponders, the terms of which were approved at a special ATI board meeting on July 19, 2013; and

Whereas, in addition to the provision of a HUB for toll transaction matching and exchanges, the HUB agreement allows for additional services such as financial reconciliation or dispute resolution and paves the way for the future implementation of other services such as violation enforcement, license plate data lookup and the ability to interchange transactions in real time with related industry HUBs (such as parking, transit and fast food) thus providing the public a seamless transportation account with expanded customer services and conveniences; and

Whereas these services further enhance the ability of toll agencies to reduce operating costs, while providing additional convenience and services to their customers as large volumes of transactions are expected to be processed through the HUB; and

Whereas, the Member Agencies (MAs) are public or private entities legally authorized pursuant to federal, state or local law or a combination thereof to collect tolls in North America; and

Whereas, the use of electronic toll collection on facilities is essential to their efficient operation and to maximizing their mobility benefits. The Member Agencies are accordingly committed to ensuring that the video and transponder technologies utilized to effectuate electronic toll collection on MA facilities are interoperable so as to further enhance the current and potential benefits of those technologies for travelers in North America; and

Whereas, the foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in anticipation of the expansion of interoperable transportation and other payment services to toll and non-toll authorities and businesses. ATI solicited for and acquired Architecture to provide these services through a contract with Secure Inter-Agency Flow (Contractor). The

Member Agencies desire to utilize this Architecture that processes and distributes shared interoperable information between participating Member Agencies; and

Whereas the ATI is desirous of entering into agreements with the various United States and other North American ATI member agencies, hereinafter referred to individually as Member Agency (MA);

Now therefore and in consideration of these premises, the ATI and _____ Member Agency (MA), collectively referred to as the "Parties", agree as follows:

I. MEMBER AGENCY RIGHTS

The MA shall have the right, pursuant to the terms and conditions hereinafter set forth, to the unrestricted use of the ATI hub (HUB), which is operated by Contractor on behalf of ATI pursuant to the terms of the HUB Agreement which shall become effective upon the date of full execution by both of the Parties.

II. STATEMENT OF SERVICES TO BE PERFORMED: By executing this agreement, the MA is granted unrestricted use of the HUB which encompasses all services as outlined in the agreement between Contractor and ATI which include at a minimum:

- Access to information sharing with all other member agencies
- Transaction clearing
- Violation processing
- Full Back Office services
- Transponder issuance
- License plate look ups
- Financial Clearing

III. MEMBER AGENCY RESPONSIBILITIES

The MA shall cooperate with Contractor to establish network connectivity for all communications to the HUB and provide any system modifications to their back office system (BOS) necessary to comply with the HUB interface specifications as outlined in Appendix A. The cost of connecting and all associated testing which may be required and for the ongoing maintenance of the communication lines between its BOS and the ATI hub shall be covered by the one-time connection fee set forth in Article 2 of the HUB Agreement

IV. CONTRACT PAYMENT

Notwithstanding anything set forth in this Agreement to the contrary, nothing herein shall impose an obligation on any Party hereto that would be considered a debt (as that term is used with respect to governmental entities) or an obligation that would exceed that Party's authority to assume such obligation under applicable law or its current agreements with its bondholders.

V. TERM OF AGREEMENT

This Agreement begins when fully executed by all Parties and shall run parallel with the term set forth in Article 3 of the HUB Agreement and any extension thereto. Any Party may, however, withdraw from this Agreement as provided in Section XI hereof.

VI. FEES

- a. For purposes of this Agreement the term “Member Agency” shall mean an entity that is connected to the Hub (as the latter term is defined in the HUB Agreement). Invoices shall be presented monthly for services rendered during the previous month. Compensation terms are Net 30 days after receipt of a correct monthly invoice. A “correct” invoice is one that contains an accurate description of the amounts due and has no errors. Invoices will be signed by an appropriate Member Agency representative prior to payment. A form of invoice will be agreed between the Parties for these purposes. All charges shall be for services rendered during the invoice period.
- b. A one-time connection fee of twenty thousand dollars (\$20,000) payable to ATI to be delivered to Contractor will be incurred with respect to the Member Agency enrolled in the Hub Program. Such fees will become payable (i) on the Effective Date with respect to Member Agency connected to the Hub prior to the Effective Date or (ii) upon connection with respect to Member Agency connected to the Hub on or after the Effective Date; provided, that Member Agency shall not be liable for such fee in respect of the Member Agency’s termination of its Hub membership prior to the Effective Date unless the connection of the Member Agency to the Hub has required the Contractor to develop and implement protocols specific to the Member Agency. During the term of the Contract, the Agency shall pay a monthly maintenance and operation fee in respect of the Member Agency has been connected to the Hub and is receiving matched transaction data. The monthly maintenance and operation fee payable to ATI to be delivered to Contractor shall be one thousand one hundred sixty-six dollars and sixty-six cents (\$1,666.66)
- c. The Member Agency fee for matching and reconciling toll transactions shall be the same as that indicated for ATI in accordance with the HUB Agreement with ATI in Appendix C .
- d. A per-transaction administrative fee to cover the ATI’s operational costs shall be invoiced on the following sliding scale:

Cumulative Matched Transactions:	Price Per Transaction:
0 => 833,333	\$0.010
833,333 => 1,250,000	\$0.009
1,250,000 => 1,666,666	\$0.008
1,666,666 => 2,500,000	\$0.007
2,500,000 => 4,166,666	\$0.006
4,166,666 =>	\$0.005

Matched transactions will be cumulative of all member agency matched transactions, to be measured per billing cycle.

In the event that the ATI determines that the collections from these transactions are more than adequately covering its operational costs, the prices and breakpoints in the scale set forth above may either be modified or made subject to an overall fee cap by the Parties and incorporated into the contract by addendum. This current fee cap and structure will not be exceeded but may be reduced upon request from the ATI Audit Committee and upon mutual agreement of the Parties.

VII. INSTALLATION, INTEGRATION AND OPERATIONS

The ATI agrees to initiate, monitor and enforce the requirements of the contract between ATI and Contractor to install, integrate, operate and maintain a system, including a set of interoperable interfaces, as part of the provided service. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Contractor contract requirements and an Interface Control Document ("ICD") agreed upon by the Parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.

VIII. CONTRACTOR CONTRACT REQUIREMENTS AND ICDs

The SIF Contract Requirements (Appendix B) contain specific parameters that were derived from standard business policies. Each Party agrees to review such policies periodically and for possible modifications, as their business needs change. Proposed changes to Appendix B or ICDs shall be submitted to ATI for consideration. Any changes to Appendix B or ICDs must be promulgated and approved by ATI and successfully negotiated with Contractor.

IX. PHYSICAL NETWORK

The Parties agree to establish and maintain network connectivity with sufficient capacity to satisfy the requirements of Appendix B. This network infrastructure may be modified; however, any network infrastructure modification affecting more than one Party shall be made only if agreed to by all affected Parties.

X. ADDITIONAL IOP HUB SERVICES

The parties understand that the IOP HUB may offer additional services beyond matching transactions to agency accounts using license plate information such as matching transactions to customer accounts with valid transponder information as well as other services dependent upon an adequate level of interest. Any Member Agency that desires to have such additional services made available shall notify the ATI of its interest in writing.

XI. TERMINATION

Any Party may terminate their HUB Membership under this agreement at any time with or without cause ninety (90) days after that Party provides written notice of its intent to terminate to the other Party. Such termination shall not release either the terminating or remaining Party from any liability for events occurring or obligations arising prior to the date of the termination.

XII. MEMBERSHIP

To be eligible for participation in the HUB, the Member Agency must also be a member in good standing of the ATI.

XIII. NOTICES TO ATI

All written notices, demands, and other papers or documents to be delivered to ATI under this Agreement shall be delivered to:

Ms. Sharon Adair
Director of Member Services
Alliance For Toll Interoperability
P.O. Box 14468
Durham, NC 27709

XIV. NOTICES TO MEMBER AGENCY

All written notices, demands, and other papers or documents to be delivered to the MEMBER AGENCY under this Agreement shall be delivered as follows, or at such other place or places as the MEMBER AGENCY may designate by written notice delivered to the ATI: if by courier, hand delivery, or overnight service, to:

Member Agency to identify contact person

XV. CONFIDENTIALITY

No information will be released without the expressed written consent of the Member Agency

XVI. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the Parties or (2) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate, and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

XVII. SUCESSORS AND ASSIGNS

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Other than as provided in the preceding sentence, neither Party shall assign, sublet or transfer its respective' interests in this Agreement without the prior written consent of the Parties, unless otherwise provided by law.

XVIII. SEVERABILITY

If any provision of this Agreement, or the application, thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

XIX. WRITTEN AMENDMENTS

Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both Parties or as otherwise provided in this Agreement. Provided, however, that nothing in this paragraph shall impair or limit the

effectiveness of any changes to Appendix B or ICDs promulgated and successfully negotiated by ATI in accordance with Article VI above.

XX. LIMITATIONS

All covenants and obligations of Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Parties shall have any personal obligations or liability hereunder.

XXI. SOLE BENEFIT

This Agreement is entered into for the sole benefit of ATI, MEMBER AGENCY and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

XXII. AUTHORIZATION

Each Party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of ATI and MEMBER AGENCY, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

XXIII. CHOICE OF LAW AND SEVERABILITY

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the states of the parties. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of the Agreement, the remaining provisions shall remain in full force and effect after deleting such provision.

XXIV. INTERPETATION

No provision of this Agreement shall be construed against or interpreted to be to the disadvantage, of any Party hereto by any court, other governmental or judicial authority, or arbitrator by reason of such Party having or being deemed to have drafted, prepared, structured or dictated such provision.

XXV. WAIVER

No delay or omission by a party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

XXVI. ENTIRE AGREEMENT/PRIOR CONTRACTS SUPERSEDED

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement. This Agreement also supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter defined herein.

XXVII. HEADINGS

The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

XXVIII. CONFLICTS BETWEEN AGREEMENTS. If the terms of this Agreement conflict with the terms of any other agreement between the Parties, the most recent agreement shall prevail.

XXIX. CONTINUING COOPERATION.

In their (A) development and implementation of technologies for their facilities, (B) promulgation of rules or standards, and (C) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability.

XXX. NO ELECTION OF REMEDIES

In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.

Signature for Member Agency

Signature of ATI Chairman

Name and Title of Officer (Print)

Name of Chairman (Print)

Date

Date

Signature of ATI President

Name of ATI President (Print)

Date

ATI Member Services Agreement

Addendum 1

1. Business Rules

ATI intends to adopt and apply the formalized Business Rules currently under development in the IBTTA Interoperability Sub-Committee.

In addition to the formalized Business Rules, the following Business Rules will apply to ATI IOP HUB for its specific operation:

- A. A license plate or transponder transaction submitted to the IOP HUB for a vehicle with a valid pre-paid ETC account in more than one (1) state will be matched to the home agency of the state of registration. (Example: A vehicle registered in NY has a valid pre-paid E-ZPass account and SunPass account = Hub matches would be made to the E-ZPass account).
- B. A license plate or transponder transaction submitted to the IOP HUB for a vehicle with a valid pre-paid ETC account in more than one (1) state where the state of the vehicle registration does not match the state of any of the pre-paid accounts will be matched to the agency which first submitted the account on their valid tag list. (Example: A vehicle registered in Michigan has a valid pre-paid E-ZPass account and SunPass account and the vehicle shows was submitted on the SunPass valid tag list before the NY submittal = IOP HUB matches would be made to the SunPass account).

2. ICD and Age of Transaction

As outlined in the ATI IOP HUB RFP (Appendix A) the Contractor will use any interface proposed by an ATI agency so long as the proposed interface includes all the data fields necessary to process transactions in accordance with the contract requirements. In addition, the Contractor shall develop and submit an alternate or sets of alternate ICD(s) that may or may not be used by a participating Agency at the Agency's discretion.

Toll Facility Operators may submit transactions to the HUB that were not successful in posting to an existing customer account. The logic for determining these transactions is based on the TFO's business rules and business process as determined by the TFO. Agencies shall not submit transactions that are more than 60 days old. Transactions older than 60 days will be automatically rejected by the HUB.

Each agency must be able to provide a plate file with unmatched transactions sent in to the ATI IOP HUB.

At a minimum, these files shall contain, for each transaction:

For License Plate Transactions:

1. Vehicle's license plate number
2. State identifier
3. Plate type
4. Vehicle Class
5. Toll plaza and toll lane/toll zone identifier
6. Date/time of transaction
7. Toll amount due
8. Unique identifier for transaction

Toll facilities with ticket systems shall additionally include the Entry Plaza/Zone Identifier and Entry Time.

For Transponder Transactions:

1. Transponder ID
2. Vehicle Class
3. Toll plaza and toll lane/toll zone identifier
4. Date/time of transaction
5. Toll amount due
6. Unique identifier transaction

Toll facilities with ticket systems shall additionally include the Entry Plaza/Zone Identifier and Entry Time.

Participation in the ATI IOP HUB for the matching of image transactions requires all Hub Members to submit a list of license plates associated with their valid pre-paid ETC customer accounts and their unmatched image transactions. By participating in the IOP HUB, each Member authorizes the processing of this data by the IOP HUB to match image transactions against all other Member license plate lists for the purpose of the exchange and settlement of transactions belonging to valid pre-paid ETC customers.

3. Dispute Process

The dispute process for a transaction shall be as follows:

The contact for a disputed transaction should be the ATI IOP HUB help desk managed by the Contractor. Any transaction dispute received by ATI which has not yet been addressed by the Contractor will be forwarded to Contractor.

The Contractor will facilitate the resolution of the dispute by coordinating contact between the two involved agencies.

In the event that the Contractor or the involved agencies are unable to resolve the dispute, the matter will be escalated to the attention of ATI for mitigation.

4. **Definition: Effective Date** (See section VI, b. of the ATI Member Services Agreement):

Twelve (12) months after the execution of the contractual services agreement between ATI and SIF (the "Execution Date") which was September 24, 2013, or the date on which ATI notifies the Contractor in writing that at least [fifteen (15) member Agencies have enrolled in the Hub Program, whichever event occurs first (the "Effective Date")

RESOLUTION NO. 20501

Background

The Illinois State Toll Highway Authority (“Tollway”) has had an agreement with the Illinois Secretary of State (“SOS”) for many years pursuant to which the SOS provides driver and vehicle information as well as other services necessary for the Tollway’s violation enforcement system. It is in the best interest of the Tollway to renew the Intergovernmental Agreement with the SOS since the current agreement has expired.

Resolution

The Chief of Business Systems and the General Counsel are authorized to finalize an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Secretary of State, in substantial conformity with the draft attached hereto, the Chair or the Executive Director is authorized to execute said Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

_____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS SECRETARY OF STATE
AND
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR PURCHASING COMPUTER STORED INFORMATION & PROCESSING VEHICLE REGISTRATION AND DRIVER'S
LICENSE SUSPENSIONS**

WHEREAS, Illinois State Toll Highway Authority, with its principal address at 2700 Ogden Avenue, Downers Grove, IL 60515, ("Tollway"), seeks to purchase information maintained on the computer files of the Driver Services Department of the Office of the Illinois Secretary of State, with its principal address at Driver Services Department, 298 Howlett Building, Springfield, IL 62756 and the Vehicles Services Department of the Office of the Secretary of State, with its principal address at Vehicle Services Department, 312 Howlett Building, Springfield, Illinois 62756 (both collectively referred to as "SOS"); and

WHEREAS, Tollway is entitled to purchase and obtain certain information maintained in such files which is now available by a manual search of SOS vehicle records; and

WHEREAS, Tollway wishes to enjoy the convenience and economy of buying such files in bulk through access to the SOS computer stored information, Tollway will submit a file containing plate numbers which SOS will match to the Registration database and will return a file containing owner name, address, driver's license number (if available/part of the registration record) and vehicle information for those plates that match the SOS database; and

WHEREAS, Tollway will submit data files to SOS of the persons for whom they are requesting driver license suspensions for failure to satisfy Tollway violations. This data file will include the driver's license number and the address to which the Tollway sent the vehicle plate suspension notices. Thereafter, SOS will determine the address recorded in the SOS driver's license database and compare it to the address to which the Tollway sent the vehicle plate suspension notices. If the addresses do not match, SOS will not process the driver's license suspension for which the address does not match. SOS will return the file to Tollway with the address listed on the driver's license record for those that did not match. File Transfer Protocol (FTP) will be used for all data exchanges; and

WHEREAS, SOS is willing to provide Tollway with access to bulk computer stored information concerning vehicle registration and drivers records, subject to certain limitations; and

WHEREAS, SOS desires access to the Violators Section of the Violations Processing System ("VPS") portion of the Tollway's RITE system (or other electronic toll collection system) in order to review images associated with vehicle registrations that are submitted for suspension.

NOW THEREFORE, in consideration of the premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, Tollway and SOS hereby agree to the

following terms and conditions for the bulk purchase of certain information contained in SOS computer files and SOS access to the Tollway's RITE system (or other electronic toll collection system):

1. DEFINITIONS

- a. Account File – an account assigned by SOS to Tollway for the purpose of submitting Request Files and receiving processed Request Files.
- b. Audit Listing - a computer generated list containing serial numbers, date of inquiry, fee, driver's license number, error code and agency code for Tollway. The last page indicates total fee amount, number of inquiries, number of error codes and error code description.
- c. Record Inquiry - a request for information contained in a specific driver or vehicle record.
- d. Request File - a compilation of record inquiries submitted in a single file to SOS.
- e. Response - information about a specific record inquiry, or an error code explaining why an inquiry cannot be processed.
- f. Window Period - a period of time when the Tollway may retrieve a request file processed by SOS. If the Tollway submits a request file by 6:00 p.m. Central Standard time, SOS will process the request file within 24 hours.

2. COMPUTER ACCESS

SOS shall assign Tollway an account file for submission and retrieval of request files. Direct access to any SOS database for obtaining computer stored information shall be governed by the terms herein and the applicable On-Line Access Agreement to be attached hereto and made a part hereof.

- a. Submission of request file. Tollway may submit, through its assigned account file, a daily request file for processing by SOS between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, excluding state holidays.
- b. Request file format. Tollway shall submit inquiries on its daily request file in the format as determined by the Director of Information Technology of SOS.
- c. Processing request file. SOS shall process all timely submitted daily request files for retrieval by the next available window period. SOS shall provide a response to each record inquiry on a daily request file.
- d. Retrieval of request file. Tollway may retrieve the processed request file from SOS's next available window period immediately following the timely submission of Tollway's request file,

provided, in the event of force majeure as described in Section 8, infra, SOS will make retrieval of the processed request file available for retrieval as soon as reasonably possible thereafter.

- e. Special project requests. At its sole discretion, SOS may permit Tollway to submit a special project request file(s) in addition to its daily request file. Tollway must make and SOS must receive a written request to submit such a file at least 72 hours prior to the date the Tollway desires to submit the file to SOS for processing. Prior consent from SOS is required for the submission of a Special Request File. The determination of whether to grant such a request lies solely with the Director of Information Technology, based upon current workload, staffing, and other relevant circumstances.

3. FEES AND EQUIPMENT

- a. Request file fees. Pursuant to 92 Illinois Administrative Code 140.105, Tollway assumes responsibility for the expenses and statutory and regulatory fees associated with the certified requests for suspension. Tollway shall be charged the rate of \$100 per batch for batch processing, as set forth in 92 Illinois Administrative Code 1002.30. In the event that 92 Illinois Administrative Code 1002.30 is amended to increase the fee charged, Tollway shall have the option to continue this Agreement at the new fee or terminate the Agreement under Section 9, infra.
- b. Equipment connection. Tollway shall be responsible for obtaining and paying for all equipment and related telecommunication services needed to access and communicate with SOS. Currently, this requires the Tollway to have, or to be, an Internet service provider. SOS shall be responsible for obtaining and paying for all equipment and related telecommunications services needed to access the Tollway's RITE system (or other electronic toll collection system).
- c. Test request files. SOS shall allow Tollway to make up to 3 test request file runs per year if necessary, for each application, of no more than 50 record inquiries at no charge to Tollway, to determine if the system is operating properly. Any additional test runs will be charged to Tollway at the same statutory fee per inquiry, as outlined in Section 3.a., supra.

4. VEHICLE REGISTRATION SUSPENSIONS

- a. Pursuant to requirements established by the Tollway, SOS shall have "read only" access to the VPS section of the Tollway's RITE system (or other electronic toll collection system). The purpose of this access is expressly limited to the review of plate images associated with vehicle registrations that are submitted to SOS by the Tollway for vehicle registration suspension. SOS shall provide the workstation Names and IP Addresses that will be used to access the Tollway's VPS application (no more than 10). This information is required to ensure compliance and documentation with the Tollway's internal security standards. The VPS application has built-in security parameters that require the requested information. The number of logins requested

cannot exceed the number of workstations identified. Additionally, each user assigned to access the system will be required to complete and sign an "appropriate use agreement".

- b. Vehicle registration suspension files that are sent to SOS by the Tollway will be reviewed by SOS within ten (10) working days of receipt of the file. Confirmation of said review will be sent by SOS to the Tollway within said ten (10) working days per the existing practice of the parties.

5. DRIVERS LICENSE SUSPENSIONS

- a. Tollway shall furnish, on a weekly basis, a FTP file of all persons whose driver's license the Tollway wishes to suspend. This FTP file shall contain a PDF of the certified report that was mailed to the offender. This FTP file shall also contain a spreadsheet containing the name, driver's license number, notice number, and plate number of all certified reports sent to the SOS that week.
- b. Drivers license suspension request files that are sent to the SOS by the Tollway will be reviewed by SOS. SOS will return the spreadsheet to the Tollway indicating the driver's licenses that will be suspended, the effective date of those suspensions, the name of those drivers whose license will not be suspended, and the reason why SOS will not suspend.
- c. Upon satisfaction of the toll violations, the Tollway shall send to SOS via fax or some other agreed upon method, a notice of final disposition indicating that the toll violations has been satisfied. SOS shall process the dispositions as received. A weekly report will be sent to the Tollway containing the driver's license number of the records that have been cleared of suspension indicating the effective date of the clearance.

6. BILLING PROCEDURE

Except as otherwise provided herein, Tollway will make payments via check or money order, made payable to the "Secretary of State."

7. USE OF INFORMATION

- a. Tollway agrees that it will obtain the processed request files from SOS on an "AS IS" basis. Tollway acknowledges that the information contained in such files is compiled by SOS as required by statute for its own public purposes, and that by providing such information to Tollway pursuant to this Agreement, SOS is providing only access convenient to Tollway without regard to the accuracy of the data contained in the processed request files. SOS assumes no responsibility for the accuracy of the data contained in the processed request files and disclaims any liability for any damages including, without limitation, consequential damages arising or resulting from any inaccurate information contained in such processed request files.

- b. Both parties represent that this exchange of information is in accordance with Federal and Illinois law. The SOS and the Tollway shall each furnish a certified statement (in the form of a sworn and notarized affidavit) confirming the specific uses of the information received from and subject to the approval of SOS and Tollway, which shall be incorporated in to this Agreement as Exhibits B. Further, both parties agree neither to deviate from nor to alter the certified statement of specific uses without the prior express written consent of the other party.
- c. This Agreement authorizes either party or its representative to audit the other party, including any and all computer systems and documents to verify that the data is being used only in accordance with the certified statement.
- d. Either party must immediately report any unauthorized use or misuse of the other party's information, as well as any breach of that party's security system that may involve the other party's information, to SOS by contacting the Secretary of State Inspector General's Office (217/785-2012) and the Department of Information Technology Help Desk (217/557-9000), and to Tollway by contacting the Chief of Business Systems (630/241-6800 ext. 4301).
- e. Both parties agree the information received will not be made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of either party or other entities without the prior express written consent of the other party, other than is stated in the Certified Statement of Use.
- f. Pursuant to 92 Illinois Administrative Code 1002.60, should Tollway disclose any personal information obtained from SOS in any manner allowed under this Agreement, Tollway shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Tollway shall make said records available to SOS upon request.
- g. Tollway shall only use the name of SOS or the State seal with respect to any information obtained through the processed request file as may be necessary in the interests of Tollway's violation enforcement efforts.
- h. Upon execution of this Agreement, both parties shall promptly, and from time to time thereafter, provide to each other the names, addresses and phone numbers of all persons responsible for managing request files or otherwise executing the provisions of this Agreement on behalf of each party.
- i. No person shall be allowed to access the other party's computer system or shall be allowed access to data obtained from the other party's computer system for reasons outside of either party's intended and legitimate use of such information under this Agreement, as referenced in the certified statement of uses.

- j. Tollway agrees to abide by the Federal Fair Credit Reporting Act [15 USC 1681] and 625 ILCS 5/2-123 as exist now or are hereafter amended in the use of the information received from SOS. While some of the information contained in such files is considered public information, some of the information to which Tollway is entitled is personally identifying information, the dissemination of which is limited by the Federal Drivers Privacy Protect Act, 18 USC 2721 et seq. Tollway acknowledges that the improper dissemination of personally identifying information is a violation of the Federal Drivers Privacy Protection Act and that any individual who violates this Act is subject to criminal prosecution, fines and civil penalties of \$2,500 for each improper disclosure of information. Thus, all information whether displayed on the screen or in printed form is for the EXCLUSIVE use of the Tollway, in accordance with the certified statement of use, and shall not be provided to anyone not covered by the statement of use without prior express written consent of SOS. *Tollway agrees that each of its officers and employees who will be given access to SOS information will be informed, in writing, of the limitation on the dissemination of this information and of the civil and criminal penalties for violating the Federal Drivers Privacy Protection Act. Each officer and employee shall certify, in writing, compliance with the Driver's Privacy Protection Act.* Said Certification and Driver's Privacy Protection Act are attached for Seeker to copy and disseminate to all designated employees who will have access to said confidential information. Signed copies of the Certification shall be returned to: Office of the General Counsel, Illinois Secretary of State, 298 Howlett Building, Springfield, Illinois 62756. This paragraph does not prohibit Tollway from using the information in the manner set forth in its certified statement.
- k. All members of the public, must, by law, purchase copies of abstracts for their own use from SOS, as outlined in 625 ILCS 5/2-123 and 92 Illinois Administrative Code 1002.
- l. Tollway agrees not to use, sell, furnish or otherwise make available driver, vehicle, or title lists, or any other information supplied pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces, or to update, enhance, or verify any information which may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by Title 92, Illinois Administrative Code, Chapter II, Section 1002.42. A violation of this provision shall result in the SOS's denial of sale of information to the Tollway for a term of 5 years.
- m. Should either party misuse the other party's information or have a breach of its security systems that allows unauthorized users access to the other party's information, that party shall be responsible for any costs the other party incurs in relation to notifying its customers of the unauthorized access and/or use of their information.
- n. Breach of any of the provisions contained within this section shall be deemed a material breach of this Agreement and shall result in the immediate termination of this Agreement.

8. COMPUTER SECURITY

- a. Both parties shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of information and to prevent unauthorized persons or entities from obtaining or using such information. SOS shall not disclose or use the information provided in the Tollway request file in a manner inconsistent with the Certified Statement of Use. Tollway shall be liable to the SOS for any unauthorized use and disclosure of SOS data. This includes, but is not limited to: allowing anyone not a party to this Agreement to access the database or to view information or altering any existing information in any form. Both parties agree to immediately report any unauthorized use. The Tollway will contact the Secretary of State Inspector General's Office at 217-785-2012 and the Office of the General Counsel at 217-785-3094. The SOS will notify the Tollway by contacting the Chief of Business Systems at 630-241-6800 ext. 4301.
- b. SOS will provide Tollway, in documents separate from this Agreement, with an agency code for access. The Tollway will provide the SOS, in documents separate from this Agreement, with the requirements for access to the Tollway's RITE system (or other electronic toll collection system). Both SOS and the Tollway will be responsible for the security of this information, including any unauthorized use. Both parties acknowledge that they each have the authority to change the requirements for accessing the system as technological, fiscal, security or other considerations dictate. Both parties agree to provide the other with as much prior notice of such changes as is practicable. Upon termination of this Agreement, both parties shall return immediately to each other all documents concerning access to the account file, whether tangible, electronic or otherwise, in its custody, possession or control, and shall immediately cease using such access.
- c. This Agreement authorizes Tollway or its designated representative operating on its behalf (pursuant to the representative's agreement with SOS) only to submit and retrieve request files from the account file. Tollway may enter no information on any SOS file, nor may Tollway alter, or attempt to alter, any existing SOS file in any form. This Agreement provides SOS with only "read only" access to the Violators Section of the VPS portion of the Tollway's RITE system (or other electronic toll collection system). The SOS may enter no information on any Tollway file, nor may SOS alter, or attempt to alter, any existing Tollway file in any form.
- d. Each party shall permit the other to make security inspections as are reasonably necessary to satisfy each other as to compliance with the terms of this Agreement. Failure to provide adequate security controls is a material breach and cause for immediate termination.

9. FORCE MAJEURE

Each party acknowledges that the other agrees to provide computer accessible stored information as an accommodation. Neither party shall be responsible for any failure to deliver processed request files in a timely manner, or at all, in the event that either party suffers a breakdown of its computer stored

information facilities, the failure of transmission equipment, floods, fires, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy or other such circumstances which are difficult to foresee and resist, and which impede the ability of either party to provide the services described in this Agreement, which shall be known as force majeure. The affected party shall notify the other of an event of force majeure which may delay or preclude provision of the processed request files contemplated under this Agreement, and shall notify the other when such force majeure no longer exists or precludes or delays such provision of processed request files. SOS shall refund any payment made by Tollway for an undelivered processed request file; however, neither party shall have further responsibility or liability to the other with respect to such undelivered processed request file.

10. GOVERNING LAW AND JURISDICTION

This Agreement is subject to the rules outlined in 92 Ill. Adm. Code 1002, all relevant sections of the Illinois Vehicle Code and the Federal Drivers Privacy Protection Act, 18 USC 2721 et seq. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. The parties agree that any dispute arising under this Agreement which cannot be resolved amicably among the parties shall be submitted to a court of competent jurisdiction in the State of Illinois, to which jurisdiction both parties hereby submit.

11. TERM AND TERMINATION

- a. Term. The effective date of this Agreement shall be the date set out at the end hereof. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the breach of any of the terms and conditions of this Agreement, and in particular Sections 6 and 8, or by two (2) years from the effective date set out at the end hereof, whichever comes first.
- b. Termination on notice. The parties shall each have the right to terminate this Agreement upon 5 days prior written notice to the other party provided that either party has been previously notified in writing of specific reasons for termination and either party has been allowed 45 days to cure the items indicated on the written notice. This shall not apply to termination pursuant to paragraph 11(c) below.
- c. Additional basis for termination. Either party shall have the right to terminate this Agreement immediately if, at any time, the other party shall breach any material provision of this Agreement.
- d. Survival of terms. The terms and conditions of Sections 3. Fees and Computer Equipment; 6. Billing Procedure; 7. Use of Information; and 10. Governing Law and Jurisdiction; and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement until discharged by the parties.

12. NOTICE

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, addressed to a party by name at the address first indicated above. Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressees; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in, or substantial disruption of the mails, then such notice shall be deemed to have been made on the 5th business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively. The aforesaid addresses for services of notice may be changed only by the changing party giving 10 days notice thereof by certified or registered mail in the manner hereinabove provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery. Nothing herein contained shall preclude the giving of written notice by any other lawful means.

13. GENERAL

- a. Integrated Agreement. This Agreement constitutes the entire agreement between the parties concerning access by the parties to the computer stored information referenced herein and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- b. Assignment. Neither party may assign any right and obligation hereunder without the prior express written consent of the other. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the other parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement.
- d. Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
- e. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions hereof, shall in no way be construed to be a waiver of such provision. A waiver by

either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

- f. Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
- g. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- i. Indemnification. To the extent provided by law, each party agrees to indemnify and hold the other, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized access to and/or release of personal information resulting from the negligence or misconduct of the other, its employees, agents or subcontractors in the performance of this Agreement. Should either party misuse any of the other's information or have a breach of its security systems that compromises the security of the other's information which results in the affected party having to notify its customers of the misuse or compromise of their information, the responsible party shall bear all costs associated with said notification and breach.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the _____ day of _____, 20_____.

DATE: _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Kristi Lafleur
Executive Director

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

Michael J. Mayer
Director, Driver Services Department

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

Ernest Dannenberger
Director, Vehicle Services Department

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

Approved as to Form and Constitutionality:

Date: _____

Date: _____

By: _____
Irene Lyons
General Counsel
Illinois Secretary of State's Office

By: _____
David E. Wilson
Senior Assistant Attorney General

**ON-LINE ACCESS AGREEMENT
BETWEEN ILLINOIS SECRETARY OF STATE
AND
ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR RETRIEVING COMPUTER STORED INFORMATION**

WHEREAS, the Illinois State Toll Highway Authority, with its principal address at 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, (“Tollway”), seeks to obtain information maintained on the computer files of the Driver Services Department of the Office of the Secretary of State of Illinois, with its principal address at the Driver Services Department, 298 Howlett Building, Springfield, Illinois 62756 and of the Vehicle Services Department of the Office of the Secretary of State of Illinois, with its principal address at 312 Howlett Building, Springfield, Illinois 62756 (both collectively referred to as “SOS”), pertaining to one or more groups of files described in Section 1 Computer Access;

WHEREAS, Tollway is entitled to certain information maintained in such files which is now available by a manual search of the SOS records for the purposes of removing previously requested registration suspensions once the owners are in compliance and for responding to customer inquiries and requests for problem resolution when providing customer service;

WHEREAS, the files prescribed in Section 1, Computer Access are “unprotected” in that any party possessing the required access code can obtain virtually all information contained in the files;

WHEREAS, the SOS has decided to grant Tollway retrieval access to these files by on-line access, subject to certain access code security requirements;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties, and other consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed by and between Tollway and SOS, that the following terms and conditions shall control the agreed access to computer files:

1. COMPUTER ACCESS:

SOS will provide on-line access to Tollway six days a week (Monday, 12:00 a.m. through Saturday, 11:59 p.m.). Tollway will be authorized to access the following database files ONLY:

From the Driver Services Department: name and address information currently on file and access to a modified external abstract excluding information concerning records of driver remedial or rehabilitative program which is required pursuant to a Court Order of Court Supervision in relation to a driver’s arrest for DUI “55 Code.” The accident information is to be used only for the purpose of

Section 6-206.1 of the Illinois Vehicle Code and not for violations of Section 11-412 of the Illinois Vehicle Code.

From the Vehicle Services Department: Vehicle title and registration data limited to name, address, and vehicle make, model, license plate and vehicle identification number including, but not limited to, dealer plates.

- a. SOS will provide computer-stored information to Tollway.
- b. Tollway will provide equipment compatible with SOS computer equipment, as determined by the Director of Information Technology. SOS reserves the right to make changes in the hardware and/or software required for this service. However, should such a change affect Tollway's current computer equipment, Tollway may terminate this agreement under Section 4. The following equipment, subject to change, is approved for users of the computer access service:

Personal computer capable of running PCS3270 Software (IBM or compatible system recommended).

2. FEES AND COMPUTER EQUIPMENT:

Tollway will be responsible for and acknowledges the following:

- a. Whereas Tollway currently has a connection to the Illinois Central Management Services (CMS) mainframe for terminal access, that same connection and access method shall be used for access to the SOS system. Any additional costs incurred as a result of this access shall be the responsibility of the Tollway. Should this connection to CMS be discontinued for any reason, SOS must, in writing, approve a new connection method.
- b. Tollway agrees to pay all applicable statutory fees in effect as currently prescribed, or as amended in the future, by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled, "Sale and Distribution of Information" and 92 Ill. Adm. Code 1002.30.
- c. Pursuant to 92 Ill. Adm. Code 1040.105 and in order to cover reasonable costs incurred by the SOS, Tollway shall reimburse the SOS the following:
 - 1) \$20 per certification from Tollway to suspend the driver's license and/or privileges of the violator;

- 2) \$5 per certification from Tollway to suspend the Vehicle registration of a violator; and
- 3) \$50 for each administrative hearing conducted by the SOS in connection with the suspension of the driver's license and/or driving privileges or vehicle registration of a violator.

3. COMPUTER SECURITY:

- a. Tollway shall take any and all lawful measures necessary to prevent the unauthorized use and disclosure of SOS information and to prevent unauthorized persons or entities from obtaining or using such information. Tollway shall be liable for any unauthorized use and disclosure of SOS data. This includes, but is not limited to: accessing the database(s) without authority, allowing anyone not a party to this Agreement to access the database(s) or to view SOS information or altering any existing SOS information in any form. Tollway must immediately report any unauthorized use or misuse of SOS information, as well as any breach of Tollway's security system that may involve SOS information, to SOS by contacting the Secretary of State Inspector General's Office (217/785-2012) and the Office of the General Counsel (217/785-3094).
- b. SOS will provide Tollway, in documents separate from this Agreement, with an agency code for VPN access. Tollway will be responsible for the security of this information, including the prevention of any unauthorized use. Ultimately, Tollway shall be responsible for any unauthorized use. Tollway acknowledges that SOS has the authority to change the requirements for accessing the system as technological, fiscal, security or other considerations dictate. SOS agrees to provide Tollway with as much prior notice of such changes as is practicable. Upon termination of this Agreement, Tollway shall immediately return to SOS all documents concerning access to SOS data, whether tangible, electronic or otherwise, in its custody, possession or control, and shall immediately cease using such access.
- c. Prior to execution of this Agreement and upon request, Tollway shall provide to SOS the names, addresses and phone numbers of all persons responsible for managing SOS data or otherwise executing the provisions of this Agreement on behalf of the Tollway. SOS must issue an individual RACF ID to every officer and employee of Tollway before the officer or employee may access SOS data. Under no circumstances may officers or employees of Tollway share a RACF ID. When the Tollway no longer employs an officer or employee, Tollway must immediately notify SOS so that the RACF ID of that officer or employee can be terminated. Breach of the provisions of this paragraph shall be deemed a material breach and will result in this Agreement being terminated by SOS.
- d. Except as it relates to the clearing of suspensions, this Agreement authorizes Tollway only to retrieve data from the database(s) set forth in Section 1. Computer Access. Tollway may not enter any information on any SOS file, nor may Tollway alter, or attempt to alter, any existing SOS file in any form.

- e. This Agreement authorizes the SOS or its representatives access to Tollway's system to audit, verify and assess security controls. Failure to provide adequate security controls is a material breach and cause for immediate termination.
- f. SOS security policies and data security standards, as amended, shall be incorporated into this Agreement by reference.
- g. As a condition precedent of this contract, Tollway agrees to complete the SOS Network Security Assessment, if required by SOS and to return same to SOS prior to the execution of this contract.

4. DATA MINING PROHIBITIONS:

- a. Tollway agrees to refrain from any type of data mining or web mining of SOS data.
- b. Prohibited data mining/web mining includes, but is not limited to, use of website copying software, web data pre-processing, creation of web metrics and mathematical models, web log analysis, static and dynamic visitor profiling, intelligent information retrieval, hyperlink analysis, use of spider, crawl or bot programs (vertical search engines), web usage mining, web structure mining, web content mining, data/information extraction, web information integration and schema matching, knowledge synthesis, segmenting, noise detection, use of topic-sensitive PageRank software, use of filtering techniques, meta-search engines, or any other type of automated search of information that goes beyond keyword extraction.
- c. Violation of this section is considered a material breach and will result in termination of online access.
- d. Data/Web mining is considered "Computer Tampering," a criminal act under the Illinois Criminal Code. A person who commits the offense of "Computer Tampering" is guilty of a Class 4 Felony. 720 ILCS 5/16D-3.

5. USE OF INFORMATION:

- a. Tollway agrees that it will obtain the data from SOS on an "AS IS" basis. Tollway acknowledges that SOS compiles the data as required by statute for its own public purposes, and that by providing such data to Tollway pursuant to this Agreement, SOS is providing only access convenient to Tollway. SOS assumes no responsibility for the accuracy of the data and disclaims any liability for damages, costs, and/or expenses, including, without limitation, consequential damages, arising or resulting from any inaccurate data.
- b. Tollway represents that this request for information is in accordance with Federal and Illinois law. Tollway has furnished a certified statement (in the form of a sworn and notarized affidavit) setting forth the specific uses to be made of

the data received from SOS. This certified statement shall be subject to the approval of SOS and shall be incorporated into this Agreement as Exhibit A. Tollway agrees neither to deviate from nor to alter the certified statement of specific uses without the prior express written consent of SOS. This Agreement authorizes SOS or its representative to audit Tollway, including any and all computer systems and documents, to verify that the data is being used only in accordance with the approved certified statement.

- c. Tollway agrees that the data received in its original form will not be made available to other persons, firms, corporations, partnerships, members of the public, persons outside the employ or direct control of the Tollway or other entities, other than as indicated in the certified statement of use, without the prior express written consent of SOS.
- d. Pursuant to 92 Illinois Administrative Code 1002.60, should Tollway disclose any personal information obtained from SOS in any manner allowed under this Agreement, Tollway shall, for a minimum of five (5) years, keep records identifying each person or entity that received such information and the permitted purpose for which the information was disclosed. Tollway will make said records available to SOS upon request by SOS.
- e. No person shall be allowed to access SOS's computer system or shall be allowed access to data obtained from SOS's computer system for reasons outside of the Tollway's intended and legitimate use of such information under this Agreement, as identified in the approved certified statement of uses.
- f. Except as it relates to violation enforcement efforts, Tollway shall not use the name of SOS or the State seal with respect to any data obtained through this Agreement, or for any other purpose.
- g. No person shall be allowed to access SOS's computer system or shall be allowed access to data obtained from SOS's computer system for reasons outside of the Tollway's intended and legitimate use of such information under this Agreement, as referenced in the certified statement of uses.
- h. While some of the data contained in such files is considered public information, some of the data to which Tollway is entitled is considered personally identifying information, the dissemination of which is limited by federal and/or state law, including the Federal Drivers Privacy Protection Act, 18 USC 2721 et. seq. Tollway acknowledges that the improper dissemination of personally identifying information is a violation of the Federal Drivers Privacy Protection Act and that any individual who violates this Act is subject to criminal prosecution, fines and civil penalties of \$2,500 for each improper disclosure of information. Thus, all information whether displayed on the screen or in printed form is for the EXCLUSIVE use of Tollway and shall not be provided to anyone not a party to this Agreement except as provided in the Certified Statement of Use(s). Tollway agrees that each of the employees designated by

Tollway who will be granted access to SOS information will be given a copy of the Driver's Privacy Protection Act describing the limitation on the dissemination of this information and of the civil and criminal penalties for violating the Driver's Privacy Protection Act. Each designated employee shall certify, in writing, compliance with the Driver's Privacy Protection Act. Said Certification and Driver's Privacy Protection Act are attached for Tollway to copy and disseminate to all designated employees who will have access to said confidential information. Signed copies of the Certification shall be returned to: Office of the General Counsel, Illinois Secretary of State, 298 Howlett Building, Springfield, Illinois 62756. Access will not be granted until all designated employees of Tollway have signed and returned the Certification to the Illinois Secretary of State General Counsel.

- i. All members of the public must, by law, purchase copies of abstracts for their own use from SOS as outlined in 625 ILCS 5/2-123 and 92 Illinois Administrative Code 1002.
- j. Tollway agrees not to use, furnish, or otherwise make available drivers, vehicles or title lists or any other data supplied pursuant to this Agreement for commercial solicitation purposes, to contact individuals for advertising, offering for sale, marketing or sale of products or services; or identifying potential employees, except for the United States Armed Forces; or to update, enhance, or verify any information which may then be sold, offered or otherwise distributed to any user to directly or indirectly use such information to contact individuals for advertising, offering for sale, marketing or sale of products or services as set forth by Title 92, Illinois Administrative Code, Chapter II, Section 1002.42. A violation of this provision shall result in the SOS's denial of sale of information to the Tollway for a term of five (5) years.
- i. Should Tollway misuse SOS information or have a breach of its security systems that allows unauthorized users access to SOS information, Tollway shall be responsible for any costs SOS incurs in relation to notifying SOS customers of the unauthorized access and/or use of their information.
- j. Seeker agrees to indemnify and hold the SOS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fine or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to the unauthorized access to and/or release of personal information resulting from the acts or omissions of Seeker, its employees, or agents in the performance of this Agreement. Should Seeker misuse any SOS information or have a breach of its security systems that compromises the security of SOS information which results in SOS having to notify its customers of the misuse or compromise of their information, Seeker shall bear all costs and damages associated with said notification and breach.

- k. Breach of any of these provisions contained within this section by Tollway shall be deemed a material breach of this Agreement and shall result in the immediate termination of this Agreement.

6. FORCE MAJEURE:

Tollway acknowledges that SOS agrees to provide computer accessible stored data to Tollway as an accommodation to Tollway. SOS shall not be responsible for any failure to deliver data in a timely manner or at all, in the event that SOS suffers a breakdown of its computer stored information facilities, the failure of transmission equipment, fire, floods, earthquakes, explosions, acts of authority exercised by a public functionary, acts of a public enemy, legislation, governmental regulation or other such circumstances which are difficult to foresee and resist, and which impede the ability of SOS to provide the services described in this Agreement, which shall be known as force majeure. SOS shall notify Tollway of an event of force majeure that may delay or preclude provision of the data contemplated under this Agreement, and shall notify Tollway when such force majeure no longer exists or precludes or delays such provision of data. SOS shall refund any payment made by Tollway for undelivered data; however, SOS shall have no further responsibility or liability to Tollway with respect to such undelivered data.

7. GOVERNING LAW AND JURISDICTION:

This Agreement is subject to the rules outlined in 92 Illinois Administrative Code 1002, and 1030.140, all relevant sections of the Illinois Vehicle Code and all federal laws, including the Federal Drivers Privacy Protection Act, 18 USC 2721 et seq., the Personal Information Protection Act, 815 ILCS 530, and the Fair Credit Reporting Act, 15 USC 1681 et seq. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, U.S.A. Tollway agrees that any dispute arising under this Agreement which cannot be resolved amicably among the parties shall be submitted to the court of competent jurisdiction in the State of Illinois, to which jurisdiction Tollway hereby submits.

8. TERM AND TERMINATION:

- a. Term. The effective date of this Agreement shall be the date set out at the end hereof. This Agreement shall continue in effect until termination by either party pursuant to the terms hereof, or until the breach of any of the terms and conditions of this Agreement, and in particular Sections 3., 4. and 5., or by two (2) years from the effective date set out at the end hereof, whichever comes first.
- b. Termination on notice. The parties shall each have the right to terminate this Agreement upon 5 days prior written notice to the other party provided that either party has been previously notified in writing of specific reasons for termination and either party has been allowed 45 days to cure the items indicated on the written notice. This shall not apply to termination pursuant to paragraph 8(c) below.

- c. Additional basis for termination. The SOS shall have the right to terminate this Agreement immediately if, at any time, Tollway shall breach any material provision of this Agreement.
- d. Survival of terms. The terms and conditions of Sections 2. Fees and Computer Equipment, 3. Computer Security, 4. Data Mining Prohibitions, 5. Use of Information, and 7. Governing Law and Jurisdiction and this paragraph are substantive provisions constituting the essence of the Agreement and the obligations of the parties. These provisions shall survive termination of this Agreement unless and until discharged by the parties.

9. NOTICE:

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, addressed to a party by name at the address first indicated above. Except as specifically provided herein, notices so given shall be deemed made when delivered to the addressee; provided, however, that if delivery of such mail is delayed or not effectuated for any reason other than temporary or permanent loss in, or substantial disruption of, the mails, then such notice shall be deemed to have been made on the 5th business day following the date of deposit in the United States mails. A receipt showing delivery of certified or registered mail, signed by the addressee or its agent or employee, or a written notification given in due course by the postal authority indicating the reason for non-delivery shall be sufficient evidence thereof, respectively. The aforesaid address for service of notice may be changed only by the changing party giving 10 days' notice thereof by certified or registered mail in the manner hereinabove provided, but there shall be no presumption of delivery of such notice of change of address in the absence of actual delivery. Nothing herein contained shall preclude the giving of written notice by any other lawful means.

10. GENERAL:

- a. Integrated Agreement. This Agreement constitutes the final agreement between the parties concerning online access by Tollway to the Computer Stored Information of the SOS and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- b. Assignment. Tollway may not assign any right or obligation hereunder without the prior express written consent of the SOS. Any attempted assignment in violation of this provision shall be void and of no effect.
- c. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the other party reasonably determines may be necessary or desirable to effectuate the purposes of this Agreement.

- d. Compliance. Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of any federal, state, or other governmental authority.
- e. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach of this agreement.
- f. Severability. If any provision(s) or clause(s) of this Agreement, or portion thereof, are held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision(s) or clause(s) shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of the provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
- g. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only, and do not constitute a part of this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- i. Fiscal planning. The continuation of this contract and the obligations of the State are contingent upon the appropriation by the legislature or federal funding source of sufficient and appropriate funds to fulfill the requirements of the contract. If sufficient funds as determined by the State are not appropriated, the contract shall terminate on the first date in any fiscal year on which sufficient funds are no longer available. The State will give 30 days or as much notice as possible of an appropriation issue.
- j. Felony Conviction/Criminal Background Check. Tollway certifies that neither Tollway nor any employee or officer of Tollway has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement. (30 ILCS 500/50-10)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the _____ day of _____, 20____.

DATE: _____

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Kristi Lafleur
Executive Director

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

By: _____

Michael J. Mayer
Director, Driver Services Department

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

By: _____

Ernest Dannenberger
Director, Vehicle Services Department

DATE: _____

STATE OF ILLINOIS
SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

Reviewed for Legal Sufficiency:

Approved as to Form and Constitutionality:

Date: _____

Date: _____

By: _____

Irene Lyons
General Counsel
Illinois Secretary of State's Office

By: _____

David E. Wilson
Senior Assistant Attorney General

RESOLUTION NO. 20502

Background

Pursuant to Board Resolution No. 19353, the Tollway Board of Directors approved a Resolution which approved an Intergovernmental Agreement and \$85,000.00 to reimburse the Wisconsin Department of Transportation for costs associated with its relocation of a Tollway owned Dynamic Message Sign "DMS". The DMS is located on IDOT property along I-94. Subsequently, actual bids were received totaling an estimated amount of \$213,903.26. Additional funding to satisfy this amount was approved by Board Resolution 19390.

More recently, it was determined that additional work was required to mount an IPASS reader on the DMS and there were engineering costs that were not included in the cost estimate. The project to relocate the DMS has been completed and the actual final costs total \$284,427.59. This amount is approximately \$70,524.33 above the previously approved amount of funding for the relocation project.

Resolution

Resolution No. 19353 and Resolution 19390 are hereby amended to approve additional funding in the amount of \$70,524.33, or a total amount of \$284,427.59, necessary to satisfy the final payment due the Wisconsin Department of Transportation.



Approved by: _____
Chair

RESOLUTION NO. 20503

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a general utility relocation agreement with Level 3 Communications. Level 3 Communications owns electronic communications infrastructure currently installed under and/or near Tollway right of way. This Agreement defines the duties, responsibilities and procedures that will be followed with respect to the necessary relocation of any existing Level 3 Communication utilities.

Resolution

The General Counsel and Chief of Engineering are hereby authorized to enter into a General Utility Agreement with Level 3 Communications in substantially the form of the agreement attached to this Resolution and the Chair or the Executive Director is authorized and directed to execute the Utility Agreement.



Approved by: _____
Chair

GENERAL UTILITY AGREEMENT BETWEEN

THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
LEVEL 3 COMMUNICATIONS

THIS GENERAL AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, AD, 20__ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and LEVEL 3 COMMUNICATIONS, LLC a Delaware limited liability company (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

W I T N E S S E T H

WHEREAS, it may become necessary for the ILLINOIS TOLLWAY to construct new toll highway routes or improve the existing toll highway in the future (hereinafter referred to as the “PROJECT”); and

WHEREAS, The UTILITY owns, operates and maintains Electronic Communications Infrastructures, (hereinafter call the “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS”) or to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES desire to cooperate in the MODIFICATIONS of the FACILITIES and construction of the PROJECTS or future improvements so that inconvenience to the public and interruptions to service are minimized and construction of the PROJECTS is expedited; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-21; desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT, or future improvements; 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, Section 11 of the ACT requires utilities (as defined in the Public Utilities Act Illinois Compiled Statues, Chapter 20, Act 5, Section 10-101) currently in force: and incorporated by reference to MODIFY FACILITIES which the ILLINOIS TOLLWAY determines interfere with a Toll Highway PROJECTS; and

WHEREAS, Section 11 of the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered modified. FACILITIES installed under a permit granted by the ILLINOIS TOLLWAY, or other agreement under which the UTILITY retains financial responsibility for the costs associated with any relocation shall be protected, adjusted, modified or removed in accordance with the provisions of this AGREEMENT; and

WHEREAS, it is appropriate and in the best interest of the PARTIES that they agree on the manner in which the necessary work to MODIFY the FACILITIES shall be done, the costs incurred and credits due, the method and manner of ascertaining the costs, and credits, and making payment therefore, and the procedures for providing necessary rights-of-way for the FACILITIES which must be modified to accommodate the proposed PROJECTS; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt hereof which is hereby acknowledged, the PARTIES hereto agree as follows:

I. STATEMENT OF PURPOSE

It is the intention of the PARTIES that the ILLINOIS TOLLWAY and the UTILITY cooperate so that all utility interferences related to the construction of the PROJECT(S) shall be resolved in a timely manner and to establish a process to identify, design, construct and make payment for the MODIFICATIONS of the FACILITIES in conflict with the proposed PROJECTS.

II. NOTICE OF INTERFERENCE

A. The ILLINOIS TOLLWAY will from time to time give the UTILITY written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever, in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.

B. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other supplementary

information relating to the PROJECTS as soon as available in order to facilitate the design of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

- A.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as “OTHER GOVERNMENTAL IMPROVEMENTS”) may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.
- B.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- C.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS, are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make exclusively for the benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, while they may not be subject to ILLINOIS TOLLWAY

reimbursement, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of this AGREEMENT if they affect the ILLINOIS TOLLWAY.

- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the ILLINOIS TOLLWAY, shall whenever possible, be passed on to the UTILITY.
- G.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

IV. ORDER FOR UTILITY WORK

A. Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) with the following completed documents:

1. Completed Order for Utility Work form.
2. Plan and profile detailing the work required.
3. Plan and profile for temporary facilities (if required).
4. Cost Estimate for the MODIFICATIONS; and
5. Schedule to perform the work
6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
7. Percentage of reimbursement due to OTHER GOVERNMENTAL IMPROVEMENTS.

B. The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.

C. The UTILITY'S submittals shall detail the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within the right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY'S site preferences, maintenance and access requirements.

D. The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to, the following:

1. The UTILITY's Engineering Costs;
 - a. Engineering Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs;
 - a. Labor Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies;
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and Handling costs.
4. Contractor Charges;
5. Motor Vehicle and Equipment Costs breakdown.
6. Estimated costs of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated costs of additional right-of-way.
 9. Credit for betterment of FACILITIES.
 10. Credit for salvage.
11. The reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

E. The cost estimate shall include only the cost to MODIFY FACILITIES identified by a "Utility Job Number" issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without prior additional written approval by the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for

Utility Work and cost estimate shall not be deemed an approval to purchase property or property rights.

F. The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work including any time required for temporary or staged construction and shall note any other time limitations applicable to the work to the extent known.

G. The UTILITY shall state, as part of the estimate, the method that will be used to perform the work (in-house company forces, independent contractor, performing maintenance or blanket contractor).

H. The cost estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.

I. If the UTILITY desires to replace the FACILITY, or a portion thereof, with FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include cost of those betterments and the UTILITY shall not be entitled to reimbursement for such betterments.

J. Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for a complete review of the proposed plans and estimates to MODIFY the FACILITIES.

K. The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the "Order for Utility Work" (exhibit "B"). The UTILITY shall then proceed in accordance with this Agreement.

V. TOLLWAY OPTION TO PERFORM THE WORK

A. The UTILITY may, by mutual agreement of the parties, include a portion or all of the MODIFICATIONS in the ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS. The UTILITY shall notify

the ILLINOIS TOLLWAY of its intent to include the work in the ILLINOIS TOLLWAY PROJECT(S) construction contract(s). If the MODIFICATIONS are included in the ILLINOIS TOLLWAY contracts, the UTILITY shall submit revised cost estimates with all such portions of the work deleted and adjusted where necessary.

VI. PRE-CONSTRUCTION

- A.** The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- B.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected after a competitive bidding process.
- C.** The bid documents shall require the UTILITY'S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review. The ILLINOIS TOLLWAY shall review and approve all proposed contracts and contractors. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation to the ILLINOIS TOLLWAY.
- D.** The UTILITY shall advertise and receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

VII.

NOTICE TO PROCEED

- A.** The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written “Notice to Proceed” (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The “Notice to Proceed” shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.
- B.** The ILLINOIS TOLLWAY shall not be obligated to issue the “Notice to Proceed” until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which shows the ILLINOIS TOLLWAY as a protected party and as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not be obligated to issue a “Notice to Proceed” until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

VIII. SCHEDULING AND COORDINATION

- A.** The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- B.** The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY’S operations.

- C. The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of the FACILITIES.

IX. PERFORMANCE OF THE WORK

- A. The UTILITY shall perform the work in accordance with the approved Order for Utility Work in conjunction with the approved plans and cost estimates. All work shall comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- B. All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy on the Accommodation of Utilities to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

X. CHANGES IN THE WORK

- A. The UTILITY shall give written notice to the Chief Engineer of any changes from the approved plans and cost estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- B. In the event the UTILITY'S Contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its Contractor and subject to approval by the ILLINOIS TOLLWAY.

- C. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates used within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).
- D. The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to disallow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

XI. REMOVAL OF EQUIPMENT AND SALVAGE

- A. Upon completion of the removal or relocation of the FACILITIES in accordance with approved plans, or any modifications thereof as ordered by the ILLINOIS TOLLWAY, the UTILITY shall, without unreasonable delay, dismantle and remove all existing permanent and temporary FACILITIES and other structures which have been abandoned, except for portions thereof which have been abandoned in place in accordance with approved plans, and shall inventory all materials having salvage value. The ILLINOIS TOLLWAY shall receive a credit from the UTILITY for the salvage value of the removed facilities.

XII. RECORD DOCUMENTS

- A. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17")

as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.

XIII. INSURANCE

- A.** The UTILITY agrees to procure and maintain, or, with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain, insurance of the kinds and amounts specified herein, with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the certificates of insurance satisfactory to the ILLINOIS TOLLWAY, which shall provide that thirty (30) days prior written notice will be given to the ILLINOIS TOLLWAY in the event of cancellation. The ILLINOIS TOLLWAY'S failure to request certificates of insurance or insurance policies do not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.
- B.** The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as associated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27 and have the ILLINOIS TOLLWAY named as additionally insured.
- C.** In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, must furnish the ILLINOIS TOLLWAY with evidence of its

financial responsibility to undertake such self-insurance, which is reasonability satisfactory to the ILLINOIS TOLLWAY, and with CERTIFICATE of self-Insurance.

D. The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

Exceptions to ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27

- (a) Insurance Policies will not be required if a Certificates of Insurance (COI) with indorsements from an authorized carrier to transact business under the laws of the state of Illinois and have a A.M. Best & Co. rating of A- or better, along with the financial size category of not less than VII on file
- (b) A declaration of insurance deductibles will be acceptable
- (c) The COI provided in (a) is acceptable
- (d) Not retaining subcontractors insurance documents is acceptable
- (e) (1) Failure to maintain coverages as stated in (e) will not absolve Level 3 their responsibility to provide for full coverage as an independent contractor of the Tollway,
- (5) Not having Builders Risk Insurance is acceptable
- (f) (4) \$10,000.000 per occurrence liability is acceptable
- (5) Not having Builders Risk Insurance is Acceptable
- (g) COI will be acceptable
- (j) Exclusion of paragraph 1 & 3 acceptable.

XIV. INDEMNIFICATION

A. The UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all

liability for any loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement, or from the operations of the FACILITIES covered by this Agreement or resulting from the failure of the FACILITIES to operate properly or from other malfunctions of the FACILITIES, or from any other actions or inactions on the part of or on behalf of the UTILITY in the design, construction, reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right-of-way.

- B.** To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, or maintenance of the IMPROVEMENT.

XV. SUBMISSIONS OF COSTS AND BILLING

- A.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs to perform the FACILITIES MODIFICATION work as per this Agreement.
- B.** Upon completion of the work contemplated by a Utility Job Number or of a PROJECTS including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY a bill for reimbursement, accompanied by supporting documents showing the following costs itemized as follows:
1. Construction or Removal of FACILITIES.

- a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs.
2. General and Overhead Costs
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension;
 - d. Welfare; and
 - e. Insurance
3. Credit for the salvage value of abandoned or removed Facilities
 4. Credit for any and all Betterment of Facilities
 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

C. The statement shall be signed by a duly authorized representative of the UTILITY with certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.

D. Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support amounts charged to the State. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the

ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records. See 30 ILCS 500/20-65.

XVI. PAYMENT

- A.** After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall promptly, but no later than sixty (60) days following its receipt of such approved documentation, reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.
- B.** After a period of one (1) year has passed from the payment of all uncontested amounts and the resolution of all contested amounts, all amounts paid hereunder shall be considered full and final payment. Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money, full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- C.** The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order unless prior arrangements are made to extend the time period due to unforeseen

circumstances. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XVII. FUTURE REMOVALS OR RELOCATIONS

- A.** If at any time the ILLINOIS TOLLWAY determines that it is necessary to remove, adjust, protect or relocate the UTILITY'S FACILITIES, the PARTIES shall proceed in accordance with the terms and conditions of this Agreement.

XVIII. MODIFICATIONS

- A.** This Agreement is not subject to modification except in writing, executed by the duly authorized representatives of the PARTIES.
- B.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to Right of Entry, Permits and /or Contracts for Sale which shall remain in force and be governed by these previously approved documents.

XIX. TERMINATION

- A.** Either PARTY may terminate this Agreement upon six (6) months 183 days prior written notice to the other PARTY.

XX. GENERAL PROVISIONS

- A.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the

transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.

B. 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.

C. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a private entity, whose mailing address is _____.

D. This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES hereto.

E. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.

F. The failure by the ILLINOIS TOLLWAY or the UTILITY 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 UTILITY unless such provision is waived in writing.

NOTICES

All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attention: Chief Engineer

To: Level 3 Communications
1025 Eldorado Boulevard
Broomfield, CO 80021
Attention: Vince D'Amico

EXHIBITS

The following exhibits are attached to this Agreement and hereby incorporated
by reference:

Exhibit A: Notice of Utility Interference.

Exhibit B: Order for Utility Work.

Exhibit C: Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Kristi Lafleur, Executive Director

ATTEST: _____ Date: _____
Secretary

LEVEL 3 COMMUNICATIONS, LLC

By: _____ Date: _____
Vince D'Amico
Sr. Manager Relocations

ATTEST: _____ Date: _____
Secretary

Approved as to Form and Constitutionality

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

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

EXHIBIT A

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTIFICATION OF UTILITY INTERFERENCE
_____TOLLWAY

(Utility or Municipality)

Date _____

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____,
on the

DESIGN SECTION/CONTACT NUMBER

STATION NUMBER

MILEPOST

NO.

_____ Tollway, will interfere with the construction or improvement of said Toll Highway

This interference has been assigned UTILITY JOB NUMBER _____

Recommended for Notification this _____ day of _____ of 20_____

By _____

By _____

DESIGN SECTION ENGINEER

ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

CHIEF ENGINEER

04-29-14 rev

EXHIBIT B

Utility Job Number _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ORDER FOR UTILITY WORK - _____
TOLLWAY

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:

Final Plans, a detailed cost estimate, and time estimate to perform the utility work are attached.

A summary of the estimated cost and time requirements are listed below:

- 1. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
- 2. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
- 3. Estimated Cost of Relocating Facilities: \$ _____
- 4. Estimated Cost of Temporary Facilities: \$ _____
- 5. Estimated Cost of Additional Right-of-Way (if required): \$ _____
- 6. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 ____ . _____
(Utility or Municipality)

Signature Title

Recommended for Approval this _____ day of _____ of 20 ____.

Design Section Engineering Signature

Tollway Utility Section

Approved and Ordered for Construction this _____ day of _____, 20 ____ .

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

Chief Engineer

04-29-14

rev

EXHIBIT C

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED - UTILITY WORK

Date _____

(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work

Identified by Utility Job Number _____.

All work is subject to the terms and conditions of the Utility Agreement and the approved Order for Utility Work. The estimated time to complete the utility work is _____ days.

It is the Utility's responsibility to make known to itself the construction schedule for the project and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer

Illinois State Toll Highway Authority

04-29-14 rev

RESOLUTION NO. 20504

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Victor Storino 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 Victor Storino’s worker’s 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. 20505

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding full and complete resolution of a personal injury case (No. 2012 L 001087, Circuit Court Cook County) with Plaintiff, James Kroupa, and his attorney. It is in the best interest of the Tollway to go forward with the settlement on terms as discussed in Executive Session.

Resolution

The settlement of James Kroupa’s lawsuit 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 is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary 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. 20506

Background

The Illinois State Toll Highway Authority, pursuant to resolution No. 19745 approved July 26, 2012, authorized certain law firms to potentially provide the Tollway with legal services in connection with the Tollway's existing capital debt, new bond issues, and other upcoming financing initiatives; and

It is necessary and desirable for the Tollway to periodically select, from that previously authorized group, firms to be utilized for the next financing transactions the Tollway is contemplating, namely, a potential refunding of certain of its bonds pursuant to a plan to be approved by the Board, or issuance of new bonds as part of its previously approved Move Illinois capital program, and to perform legal services in connection with such transactions and the Tollway's capital financing program.

Resolution

The General Counsel is authorized to retain the firm of Katten Muchin Rosenman, LLP as Bond Counsel, and the firm of Schiff Hardin, LLP as Issuer's Counsel to provide the services described herein on the next Tollway financing transaction. Further, the Tollway is authorized to make the recommendation of the firm Burke, Burns & Pinelli, LTD to serve as underwriters' Counsel in such transaction.

The fee arrangements exclusive of reasonable and necessary costs for the next financing transaction remain as follows:

RESOLUTION NO. 20506

Resolution - Continued

Bond Counsel Fee: Not to exceed the following:

<i>Minimum</i>	\$50,000	<i>Maximum</i>	\$180,000
	<i>\$ per \$1K par</i>	<i>Increment</i>	<i>Cumulative</i>
<i>Up to \$100M</i>	\$0.60	\$60,000	\$60,000
<i>\$100-\$200M</i>	\$0.40	\$40,000	\$100,000
<i>\$200-\$300M</i>	\$0.15	\$15,000	\$115,000
<i>\$300-\$500M</i>	\$0.15	\$30,000	\$145,000
<i>\$500-\$700M</i>	\$0.05	\$10,000	\$155,000
<i>\$700-\$1000M</i>	\$0.05	\$15,000	\$170,000

ISSUER’S COUNSEL FEE: 50% of the Bond Counsel Fee.
 UNDERWRITER COUNSEL FEE: 80% of the Bond Counsel Fee.

The above fees are separate and apart from such standard Special Assistant Attorney General fees as may become applicable for the performance of other related legal services as described herein.

The Chair, Executive Director, or General Counsel is authorized to execute any documents necessary to effectuate such legal representation subject to the approval of the Illinois Attorney General; and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
 Chair