


STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS

I, MARLENE J. VICTORINE, do hereby certify that I am the duly appointed and qualified Village Clerk of the Village of Niles, County of Cook and State of Illinois, and, as such, am the keeper of the records, legal documents and files of said Village.

I DO FURTHER CERTIFY that the attached and foregoing is a true, correct, and complete copy of a legal document duly adopted by the Board of Trustees of the Village of Niles on the 22<sup>nd</sup> day of March, 2022, entitled:

**RESOLUTION 2022-21R  
RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE STATE OF ILLINOIS FOR THE INCLUSION OF TRAFFIC  
SIGNALS, EMERGENCY VEHICLE PRE-EMPTION, AESTHETIC  
IMPROVEMENTS, WATERMAIN RELOCATION INTO CONTRACT  
NUMBER 62D34 TOUHY BRIDGE REPLACEMENT**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Niles, this 13<sup>th</sup> day of April, 2022.

  
Village Clerk of the Village of Niles  
Cook County, State of Illinois



**RESOLUTION 2022-21R**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF ILLINOIS FOR THE INCLUSION  
OF TRAFFIC SIGNALS, EMERGENCY VEHICLE PRE-EMPTION,  
AESTHETIC IMPROVEMENTS, WATERMAIN RELOCATION INTO  
CONTRACT NUMBER 62D34 TOUHY BRIDGE REPLACEMENT**

**Dated: This 22<sup>nd</sup> day of March, 2022.**

**Published in Pamphlet Form by Authority  
of the  
President and Board of Trustees  
Village of Niles**

## **RESOLUTION 2022-21R**

### **RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR THE INCLUSION OF TRAFFIC SIGNALS, EMERGENCY VEHICLE PRE-EMPTION, AESTHETIC IMPROVEMENTS, WATERMAIN RELOCATION INTO CONTRACT NUMBER 62D34 TOUHY BRIDGE REPLACEMENT**

**WHEREAS**, the Village President and Board of Trustees (hereinafter collectively referred to as the “Village Board”) of the Village of Niles, Cook County, Illinois (hereinafter the “Village”), find that the Village is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said constitutional authority, may exercise and perform any function pertaining to its governmental affairs; and

**WHEREAS**, the Touhy Avenue bridge replacement is included in the IDOT five-year plan from 2019-2024; and

**WHEREAS**, the Final design is underway, the project will be let in September 2022, and the construction work is expected to begin in 2023; and

**WHEREAS**, the Village worked with the Illinois Department of Transportation (“IDOT”) to incorporate aesthetic and multi-modal features into the design of the Touhy Avenue bridge; and

**WHEREAS**, IDOT, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving FAP 341 / Touhy Avenue at the N Branch of the Chicago River, identified as STATE Job No.: C-91-001-17, Contract Number 62D34, STATE Section No. 95-B, as follows: The general scope of work consists of bridge removal and replacement to provide five 11' wide lanes, a 7'-7" wide sidewalk on the south side and a 15' wide shared-use path on the north side. Also included is the replacement of the traffic signal at Riverside Drive and widening to provide a westbound left turn lane and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

**WHEREAS**, the Village requested aesthetic treatment to the parapet walls and aesthetic pedestrian lighting be added to the new bridge and a portion of its watermain be relocated; and

**WHEREAS**, these modifications augment the gateway to Touhy Triangle TIF; and

**WHEREAS**, the bridge design was modified to accommodate the upcoming Gross Point – Touhy intersection improvement project currently under design by the Village; and

**WHEREAS**, execution of the Intergovernmental Agreement (IGA) with the State of Illinois is required to commit the Village to cost share in future portions of the Touhy Bridge Replacement; and

**WHEREAS**, the local share will cover traffic signals, emergency vehicle replacement, roadway lighting, aesthetic lighting, aesthetic parapets, and utility relocations that are non-IDOT participatory items; and

**WHEREAS**, the total future commitment for the Village is \$547,975 which will be allocated based on IDOT's schedule in Village FY24.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby approve the following:

**SECTION 1: Recitals.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

**SECTION 2: Authorization of Contract.** The Contract between the Village and the State of Illinois is attached to this Resolution as Exhibit “A”.

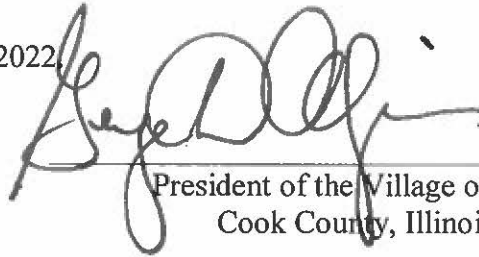
**SECTION 3: Execution of Contract.** The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the final version of the Contract, which may contain certain non-substantive and non-financial

modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the Village, the Contract upon receipt of at least one original copy of the Contract executed by the State of Illinois, provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

**SECTION 4: Effective Date.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

**PASSED:** This 22<sup>nd</sup> day of March, 2022.  
**AYES:** 5 Alpogianis, LoVerde, Matyas, Niedermaier, Strzelecki  
**NAYS:** 0  
**ABSENT:** 1 Jekot  
**ABSTAIN:** 0

**APPROVED** by me this 22<sup>nd</sup> day of March, 2022,



\_\_\_\_\_  
President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 22<sup>nd</sup> day of March, 2022, and published in pamphlet form as provided by law in the Village of Niles, Illinois.



\_\_\_\_\_  
Village Clerk

FAP 341 / Touhy Avenue  
At N Branch Chicago River  
State Section: 95-B  
County: Cook  
Job No.: C-91-001-17  
Contract No.: 62D34  
Agreement No.: JN-122-013

AGREEMENT

This Agreement entered into this 28<sup>TH</sup> day of JUNE, 2022 A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF  
NILES of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving FAP 341 / Touhy Avenue at the N  
Branch of the Chicago River, identified as STATE Job No.: C-91-001-17, Contract  
Number 62D34, STATE Section No. 95-B, as follows:

The general scope of work consists of bridge removal and replacement to provide  
five 11' wide lanes, a 7'-7" wide sidewalk on the south side and a 15' wide shared-  
use path on the north side. Also included is the replacement of the traffic signal at  
Riverside Drive and widening to provide a westbound left turn lane and all other work  
necessary to complete the improvement in accordance with the approved plans and  
specifications; and

WHEREAS, the VILLAGE has requested aesthetic treatment to the parapet walls and aesthetic pedestrian lighting be added to the new bridge and a portion of its watermain be relocated; and

WHEREAS, the STATE has agreed to this request; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The VILLAGE further agrees that, upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final quantities.
7. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Touhy Avenue without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.



10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as Touhy Avenue is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the bridge carrying Touhy Avenue over the N Branch of the Chicago River, the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes on the bridge approaches and at Riverside Drive.
14. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, shared-use

paths, aesthetic wall treatments, parkways, crosswalk and stopline pavement markings, VILLAGE owned utilities including appurtenances thereto and highway and pedestrian lighting, including furnishing the electrical energy thereof.

15. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Touhy Avenue. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

16. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for maintenance and electrical energy for the operation of the traffic signal shall be proportioned as follows and shall become a part of the current Master Agreement between the State of Illinois and the and VILLAGE.

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Touhy Av at Riverside Dr		
STATE Share	0 %	0 %
VILLAGE Share	100 %	100 %

17 It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

- 18 The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signals and shall invoice the VILLAGE for the costs related to said maintenance. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the VILLAGE in accordance with the recommendations of the manufacturer.
- 19 It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction of said traffic signals, then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
- 20 Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6006016 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Niles  
1000 Civic Center Drive  
Niles, IL 60714

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

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF MILES

By:   
(Signature)

By: George D. Alpigianis  
(Print or Type)

Title: Village President


Date: March 22, 2022

Attest:

  
Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:   
Jose Rios, P.E.  
Region One Engineer

Date: 6/28/22

Job No. : C-91-001-17  
Agreement No.: JN-122-013

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 341 / Touhy Avenue, State Section No: 95-B, Contract No. 62D34, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved Thomas Powers  
Title VILLAGE ENGINEER  
Date 6/16/2022

EXHIBIT A							
ESTIMATE OF COST Contract 62D34							
	FEDERAL		STATE		VILLAGE OF NILES		TOTAL
All roadway work excluding the following:	\$2,080,000	80%	\$520,000	20%			\$2,600,000
P&C Engineering (15%)	\$312,000	80%	\$78,000	20%			\$390,000
<b>TRAFFIC SIGNALS</b>							
<b>Touhy Avenue at Riverside Drive</b>					\$250,000	100%	\$250,000
P&C Engineering (15%)					\$37,500	100%	\$37,500
Emergency Vehicle Pre-emption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
<b>OTHER WORK</b>							
Relocate existing watermain					\$67,200	100%	\$67,200
Aesthetic parapet upgrade					\$84,300	100%	\$84,300
Aesthetic lighting					\$28,000	100%	\$28,000
Relocate existing highway lighting (4 poles)					\$40,000	100%	\$40,000
P&C Engineering (15%)					\$32,925	100%	\$32,925
<b>TOTAL</b>	<b>\$2,392,000</b>		<b>\$598,000</b>		<b>\$547,975</b>		<b>\$3,537,975</b>
NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.							

Exhibit B  
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF NILES (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Touhy Avenue at the N Branch of the Chicago River, known as Contract No. 62D34, STATE Section No.: 95-B; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Five Hundred Forty Seven Thousand Nine Hundred Seventy Five Dollars (\$547,975.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final quantities.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.