

**RESOLUTION 2025-94R**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE MAINE TOWNSHIP HIGHWAY  
DEPARTMENT AND THE VILLAGE OF NILES FOR THE DESIGN,  
FUNDING AND CONSTRUCTION OF A DRAINAGE AND  
GRADING IMPROVEMENTS ALONG THE WEST SIDE OF  
VARIOUS ROADWAYS, INCLUDING PORTIONS OF  
WESTERN AVENUE, EMERSON STREET,  
LINCOLN AVENUE, AND GREENWOOD DRIVE,  
WITHIN THE VILLAGE OF NILES**

**Dated: This 26<sup>th</sup> day of August, 2025**

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

## RESOLUTION 2025-94R

### RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE MAINE TOWNSHIP HIGHWAY DEPARTMENT AND THE VILLAGE OF NILES FOR THE DESIGN FUNDING AND CONSTRUCTION OF DRAINAGE AND GRADING IMPROVEMENTS WITHIN THE VILLAGE OF NILES

**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 Maine Township Highway Department, (hereinafter referred to as the "Township"), and the Village of Niles, (hereinafter referred to as the "Village"). The Township and the Village may be referred to collectively as the "Parties"; and

**WHEREAS**, the Township and the Village are authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

**WHEREAS**, the Township has proposed to fund and construct drainage and grading improvements on the west side of various roadways, including portions of Western Avenue, Emerson Street, Lincoln Avenue, and Greenwood Drive, within the Village of Niles (the "Project Improvements"); and

**WHEREAS**, the Village has jurisdiction over the public right-of-way within its corporate limits, including Western Avenue and Emerson Street, while Maine Township retains jurisdiction over Lincoln Avenue and Greenwood Drive, where portions of the Project Improvements are to be constructed; and

**WHEREAS**, it is in the best interest of the Village of Niles and Maine Township Highway Department to enter into this agreement; and **WHEREAS**, the Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the construction, funding, and ongoing maintenance of the Project Improvements.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledge by the Parties, the Township and the Village agree as follows:

**SECTION 1:** The Intergovernmental Agreement is attached to this Resolution as Exhibit "A".

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**SECTION 3:** The President and Board of Trustees of the Village of Niles authorize and direct the Village President, or his designee, to execute the final version of the Agreement, 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' obligation under the Agreement. The Village Clerk shall

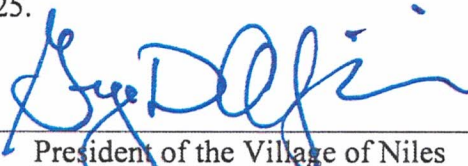
attest, on behalf of the Village, upon receipt of at least one original copy of the Agreement executed by the Maine Township Highway Department provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

**SECTION 4:** That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION 5:** That any section or provision of this resolution that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

**PASSED:** This 26<sup>th</sup> day of August, 2025  
**YEAS:** 5 Alpigianis, DeBartolo, Mody, Niedermaier, Strzelecki  
**NAYS:** 0  
**ABSENT:** 1 Warda  
**ABSTAIN:** 0

**APPROVED** by me this 26<sup>th</sup> day of August, 2025.

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

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of August, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE MAINE TOWNSHIP HIGHWAY DEPARTMENT AND THE VILLAGE  
OF NILES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this 9<sup>th</sup> day of September 2025, by and between the Maine Township Highway Department, (hereinafter referred to as the "Township"), and the Village of Niles, (hereinafter referred to as the "Village"). The Township and the Village may be referred to collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Township and the Village are authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Township has proposed to fund and construct drainage and grading improvements on the west side of various roadways, including portions of Western Avenue, Emerson Street, Lincoln Avenue, and Greenwood Drive, within the Village of Niles (the "Project Improvements"); and

WHEREAS, the Village has jurisdiction over the public right-of-way within its corporate limits, including Western Avenue and Emerson Street, while Maine Township retains jurisdiction over Lincoln Avenue and Greenwood Drive, where portions of the Project Improvements are to be constructed; and

**WHEREAS**, it is in the best interest of the Village of Niles and Maine Township Highway Department to enter into this agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the construction, funding, and ongoing maintenance of the Project Improvements.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledge by the Parties, the Township and the Village agree as follows:

## **AGREEMENT**

### **SECTION 1. Construction and Funding**

- 1.1. The Township shall be responsible for the design, funding, and construction of a drainage and grading improvements along the west side of various roadways, including portions of Western Avenue, Emerson Street, Lincoln Avenue, and Greenwood Drive, within the Village of Niles, as shown in Exhibit "A."
- 1.2. All construction shall comply with applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Americans with Disabilities Act (ADA) and relevant Village codes and standards.
- 1.3. The Township shall coordinate with the Village regarding the scheduling and execution of the construction to minimize disruptions to traffic and nearby residents.
- 1.4. The project shall be competitively bid in accordance with all applicable laws and regulations.
- 1.5. As part of the improvement, high points and back-pitched pipes will be eliminated to promote positive drainage from Greenwood Drive to Western Avenue. Existing drainage patterns will be maintained, and the ditch capacity within Emerson Street right-of-way will be increased by approximately 300 cubic yards.
- 1.6. Project Start Date: November 2025
- 1.7. Project Completion Date: May 2026

### **SECTION 2. Permits and Approvals**

- 2.1. The Village agrees to cooperate with the Township in obtaining any necessary permits, approvals, or easements required for the construction of the Project Improvements.
- 2.2. The Township shall bear all costs associated with obtaining such permits, approvals, or easements.

### **SECTION 3. Maintenance Responsibilities**

3.1. Construction will be funded by Maine Township. Upon completion, the Village of Niles will assume ownership and maintenance of Western and Emerson, while Maine Township will be responsible for Lincoln and Greenwood

### **SECTION 4. Indemnification**

4.1. The Township agrees to indemnify, defend, and hold harmless the Village, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Township's performance of its obligations under this Agreement, except to the extent that such claims, demands, damages, liabilities, losses, costs, or expenses are caused by the negligence or willful misconduct of the Village.

The Township further agrees to require any contractor to include the Village of Niles, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Project

Improvements, which insurance policies shall be in the following amounts:

Commercial General Liability

\$2,000,000 per occurrence, \$4,000,000 aggregate Automobile Liability

\$2,000,000 per occurrence.

4.2. The Village agrees to indemnify, defend, and hold harmless the Township, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Village's performance of its obligations under this Agreement, except to the extent that such claims, demands, damages, liabilities, losses, costs, or expenses are caused by the negligence or willful misconduct of the Township.

### **SECTION 5. Term and Termination**

5.1. This Agreement shall commence on the date of execution by both Parties and shall continue in effect until the Project Improvements have been constructed, and the Village has provided final approval of the completed drainage work, unless earlier terminated as provided herein.

5.2. Either Party may terminate this Agreement for cause if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching Party.

5.3. In the event of termination, the Township shall not be responsible for reimbursing the Village for any costs incurred by the Village in connection with the construction of the Project Improvements.

## **SECTION 6. Miscellaneous Provisions**

6.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties concerning the subject matter hereof.

6.3. Amendments: This Agreement may not be amended or modified except by a written agreement executed by both Parties.

6.4. Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.5. No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the Parties and their respective successors and assigns, and no third party shall have any rights under this Agreement. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

6.6 Notices and Counterparts:

- (i) This Agreement shall be executed simultaneously in two
- (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

(ii) Notices or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the Village of Niles:

Village Manager Village of Niles

1000 Civic Center Drive

Niles, Illinois 60714

B. If to the Maine Township Highway Department

Maine Township Highway Department


1401 Redeker Rd.

Des Plaines Il, ~~60041~~ 60016

or to such other addresses, or additional individuals/entities, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

MAINE TOWNSHIP HIGHWAY DEPARTMENT

By: 

Name: Ed Beauvais

Title: Highway Commissioner

Date: 09/09/2025

VILLAGE OF NILES

By: 

Name: George D. Alpogianis

Title: Village President

Date: 08/27/2025