

Memorandum of Understanding
Between the Village of Poplar Grove and Poplar Grove Township
For Orth Road Improvements

THIS MEMORANDUM OF UNDERSTANDING is entered into this ____ day of _____, 2023, by and between the Village of Poplar Grove, an Illinois municipal corporation ("Village") and Poplar Grove Township, an Illinois unit of local government ("Township"). The Village and Township are at times collectively referred to herein as the "Parties".

1. Purpose and Intent:

The purpose of this Memorandum of Understanding ("MOU") is to establish a mutually acceptable framework between the Parties to maintain their respective portions of Orth Road between Poplar Grove Road and IL 76. Maintenance of Orth Road (the "Project") shall generally consist of:

- A. Resurfacing of Orth Road. Resurfacing will consist of 2.0" HMA surface course and the typical pavement width will be 21.5 in width. Resurfacing will include cutting butt joints at driveways and at project termini as needed.
- B. Placement of new pavement markings. Pavement markings shall be thermoplastic, white lines at the outer edge and yellow markings to match existing passing/no passing lanes.
- C. New aggregate shouldering, 2.0' wide.
- D. Traffic control shall be provided throughout construction.

The construction of the improvements is scheduled for September/October of 2023. It is in the interest of the Parties to cooperate in the construction of the maintenance improvements to minimize the cost of the improvements to the Village and Township and to minimize impact and inconvenience to the public.

2. The Parties hereto Agree and Understand as Follows:

In an effort to expedite the above maintenance improvements, the following mutual agreements and understandings are hereby made:

- A. The Village will provide design and construction engineering for the Orth Road Improvements. Engineering shall be completed in accordance with generally accepted engineering practices and principals, and shall be in accordance with Motor Fuel Tax (MFT) guidelines and procedures.
- B. The Village will obtain IDOT approval for bidding and construction of the project.
- C. The Village will act as the lead agency and will bid and award the contract in accordance with MFT guidelines and Village purchasing policies.
- D. The Village shall cooperate with the Township through the bidding and construction process and shall provide the Township with periodic progress updates. The Village shall meet with the Township from time to time to advise of progress and to collect necessary signatures on bid forms and contract documents.
- E. The Project is to take place over approximately 5,500 lineal feet of Orth Road. The Village has jurisdiction over approximately 4,000 lineal feet of Orth Road (73%), and the Township has jurisdiction over the remaining 1,500 lineal feet (27%). The Project costs will be shared on a pro-rata basis calculated by multiplying the percentage owned by each jurisdiction by the total project cost. Final costs shall be based on construction costs.

- F. The Village is making minor drainage improvements at the northeast corner of Cobblestone and Orth. The cost of the drainage improvements which include removing and replacing curb, regrading and restoration are the sole responsibility of the Village.
- G. Upon completion of construction, the Village and Township will meet and approve final construction quantities and costs for each party.
- H. Once final quantities/costs are agreed to, the Village shall (1) prepare pay estimates and project closeout documents in accordance with MFT procedures; (2) pay the contract and engineering costs; and (3) prepare an invoice to the Township for Township total project costs.
- I. The Township shall remit payment to the Village within _____ of receipt of the invoice from the Village.

3. Indemnification:

The Village agrees to defend, indemnify and hold harmless the Township, its officials, officers, counsel, employees, representatives, agents, and contractors from and against any damages, fines, or civil liabilities imposed or claimed against the Township by a third party arising from the intentional or willful misconduct, or omissions of conduct, negligence or breach of this MOU by the Village, or its contractors or agents, regarding any matter contemplated by this MOU.

The Township agrees to defend, indemnify and hold harmless the Village, its officials, officers, counsel, employees, representatives, agents, and contractors from and against any damages, fines, or civil liabilities imposed or claimed against the Village by a third party arising from the intentional or willful misconduct, or omissions of conduct, negligence or breach of this MOU by the Township, or its contractors or agents, regarding any matter contemplated by this MOU.

4. Insurance:

In the performance of construction obligations contemplated herein, both the Village and Township agree to obtain and maintain commercially reasonable level of liability insurance and shall name each other as additional insured on their respective policies. Upon request, each Party will provide the other with proof of such insurance.

5. Entire Agreement and Amendments:

This MOU constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements including any prior agreements, either written or oral, between the parties with respects to the subject matter of this MOU. This MOU may not be modified or amended, except in writing, executed by both parties.

6. Notices:

All notices required or permitted to be given or delivered hereunder shall be given in writing, by certified mail return receipt requested, postage prepaid, and when so mailed shall be deemed to have been given on the date deposited in the United States mail, addressed to the party to be notified at the address listed below, or, in the case where the party to which such notice is directed has previously notified the party giving such notice of a change in mailing address, to such changed address:

If to Village:

Village of Poplar Grove
Attn: Donald Sattler
200 Hill Street
Poplar Grove, IL 61065

If to Township: Poplar Grove Township
Attn: Mike Wares

Poplar Grove, IL 61965

7. Illinois Law; Severability.

This MOU shall be subject to and construed by the laws of the State of Illinois. If any portion of this MOU is determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this MOU which shall remain in full force and effect.

8. Assignment.

This MOU shall inure to the benefit of and be binding on the parties and their respective successors and assigns. Any assignment of this MOU shall not become effective until both parties have authorized the assignment in writing.

9. Counterparts.

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

10. Authority.

Each Party warrants and represents that it has the authority to enter into this MOU.

IN WITNESS WHEREOF, the parties have signed this MOU as of the date first referenced above.

Approved:

Village of Poplar Grove
Don Sattler, Village President

Attest:_____

Date

Approved:

Poplar Grove Township
Mike Wares, Township Highway Commissioner

Attest:_____

Date