

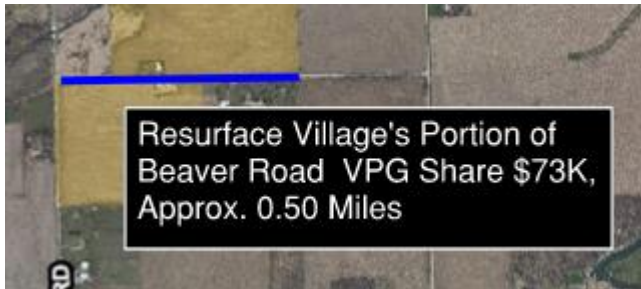
To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

**Re: 2024 Pavement Maintenance Program
Memorandum of Understanding (MOU) for Beaver Road
Improvements**

Date: March 14, 2024

As you are aware, approximately a half mile of Beaver Road is under the jurisdiction of the Village of Poplar Grove. The remainder of Beaver Road is under the jurisdiction of the Poplar Grove Township. The Township has advised that it plans to maintain its portion of Beaver Road and the Village has determined that



it will partner with the Township to maintain the Village's section of Beaver Road. The Boone County Highway Department acts as the lead agency for the Township's improvements and will therefore act as the lead agency for the Village's portion of Beaver Road.

We have prepared a Memorandum of Understanding (MOU) between the Village and County for the improvements. Under the MOU, the Village is responsible for any patching needed ahead of paving and there are two areas where patching is needed. The Village will either hire the work done or partner with the Township separately from the County's work to complete the patching under the Village's purchasing policy. The roadway will then be resurfaced by the contractor retained by the County. After resurfacing is complete, the County will place the pavement markings and shouldering which will be invoiced separately.

Once the paving is complete, the Village and County will meet to agree on quantities, and the County will then prepare a pay application and the Village will pay the contractor directly. After shouldering and pavement markings are complete, the County will invoice the Village for the work. All work will be eligible for use of MFT funds. However, in an effort minimize the paperwork and reporting, the pavement marking and shouldering will be paid out of the Village's road and bridge funds. Doing so will eliminate reporting that our office would otherwise need to complete, which will save time and effort. All of the work is expected to be within budget of the excerpt above.

Recommendation:

At this time, staff recommends approval of the MOU with the County. I look forward to discussing this item with the Board and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.

RESOLUTION 2024-06

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH BOONE COUNTY FOR IMPROVEMENTS TO BEAVER ROAD

WHEREAS, the Village of Poplar Grove is dedicated to rebuilding and maintaining streets through its Pavement Maintenance Program; and

WHEREAS, Poplar Grove Township (Township) has identified the need to improve the Township's section of Beaver Road; and

WHEREAS, the Village has identified the need to provide pavement maintenance to the Village's section of Beaver Road; and

WHEREAS, the Boone County Highway Department (County) is the lead agency for the Township's project; and

WHEREAS, it is in the interest of the Village, County and Township to cooperate in the construction of the improvements to minimize costs and inconvenience to the traveling public; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to complete the work as herein described above.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois that by the adoption of this Resolution:

1. The above recitals are incorporated herein and made part hereof.
2. The Village hereby approves the MOU for Beaver Road Improvements.
3. Said MOU is attached to and made part of this resolution.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 20th day of March, 2024.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2024

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2024

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Memorandum of Understanding
Between the Village of Poplar Grove and Boone County
For Beaver Road Improvements

Parties to Understanding:

Village of Poplar Grove, IL, a municipal corporation, and
Boone County, a unit of local government

Background:

The Village of Poplar Grove (Village) and Poplar Grove Township (Township) both intend to maintain their respective portions of Beaver Road between Poplar Grove Road and the Village of Poplar Grove's eastern corporate boundary, a distance of 2,420 feet. Maintenance of Beaver Road will generally consist of:

- Patching.
- Resurfacing to include cutting butt joints at driveways and at project termini as needed, and placing 1.5" of HMA pavement over the existing surface.
- Placement of new pavement markings.
- New aggregate shouldering, nominally 2.0' wide.
- Traffic control shall be provided through construction.

Construction of the improvements is scheduled for Summer of 2024. It is in the interest of Village and Township to cooperate in the construction of the maintenance improvements to minimize the cost of the improvements to each participant and minimize impact and inconvenience to the public.

Boone County (County) will be the lead agency for the Township's project and will let and award the project. This agreement is therefore written between the County and Village.

Statement of Understanding:

In an effort to expedite the above project the following mutual understandings are hereby made:

1. The County will provide design and construction engineering for the project. Engineering shall be completed in accordance with generally accepted engineering practices and principles, and contracted work shall be in accordance with Motor Fuel Tax (MFT) guidelines and procedures.
2. The County will place pavement markings (painted) after resurfacing is complete, and will invoice the Village for the cost of the pavement markings. The Village understands that the cost of pavement markings is not MFT eligible.
3. The County will place aggregate shouldering after the resurfacing is complete and will invoice the Village for the cost of the shoulders. The Village understands that cost of shouldering is not MFT eligible.
4. The County will obtain IDOT approval for bidding and construction of the project.
5. The Village will be responsible for completing pavement patching ahead of the County's resurfacing. The County will provide a construction schedule to the Village so that the Village may plan its patching accordingly.

6. The County will act as the lead agency and will bid and award the contract in accordance with MFT guidelines purchasing policies.
7. The County and Village shall cooperate with each other through the bidding and construction process.
8. The Project costs will be shared as follows:
 - a. The Village will pay the agreed quantities for Butt Joints, Tack Coat, & HMA Surface Course at the Contract Unit Prices.
 - b. Traffic Control and Quality Assurance Testing costs will be split on a pro-rata basis. The pro-rata formula shall be determined by dividing the length of the Village's portion of Beaver Road by the total length of the improvement in the County's contract documents.
 - c. The Village shall be responsible for one hundred percent of the costs of pavement markings and shouldering on the Village's portion of Beaver Road.
 - d. Final costs shall be based on actual construction costs.
9. Upon completion of construction, the Village and County will meet and approve construction quantities and costs for each party.
10. Once final quantities/costs are agreed to, the County shall (1) prepare pay estimates and project closeout documents in accordance with MFT procedures; and (2) forward a copy of the pay estimate to the Village. The Village shall pay the contractor directly in accordance with the agreed quantities. The Village shall pay the County for its portion of the QA Testing.
11. Once pavement markings and shouldering have been placed, the County shall prepare and forward an invoice for the same to the Village. The Village shall pay the County within 30 days of receipt of the invoice from the County.

Approved:

Approved:

 Village of Poplar Grove
 Don Sattler, Village President

 Boone County
 (Authorized Signature)

Witness:_____

Witness:_____

 Date

 Date