



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 8, 2020
7:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Presentation – Employee Years of Service Award
4. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
5. Staff Presentations
 - A. Administration
 1. Village Support Request for the 2021 People for Parks Foundation of Lake in the Hills – Pub in the Park
 - B. Finance
 1. Ordinance Pertaining to the Local CURE Program Financial Support Conditions and Certification
 - C. Public Works
 1. Informational Item concerning Driveway Apron Patches
6. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
7. Village President
 - A. Appointment – Police Commission – Joe Hauk (Thursday)
 - B. Proclamation – Constitution Week (Thursday)
 - C. Proclamation – Chamber of Commerce Week (Thursday)
8. Audience Participation
9. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: September 8, 2020

DEPARTMENT: Administration

SUBJECT: Village Support Request for the 2021 People for Parks Foundation of Lake in the Hills - Pub in the Park

EXECUTIVE SUMMARY

Pub in the Park is the signature fundraising event for The People for Parks Foundation of Lake in the Hills and is a fast growing, popular craft beer tasting and food truck festival. The Foundation is requesting the Village to provide support for the proposed 2021 event at Sunset Park on Saturday, June 26, 2021. The Pub in the Park Craft Beer and Food Truck Festival will be held from 3:00pm until 7:30pm and they will be returning to the format of the first few years and 2019 with a small number of food trucks.

The People for Parks Foundation sole fundraising purpose is to raise and distribute monies to the Lake in the Hills Parks and Recreation for the scholarship, park and equipment needs of the community. The Village appreciates all the generosity in the past that has made Parks and Recreation programs possible from the Foundation. Staff continues to see the most need for financial assistance in our after-school program, Beyond the Bell, for scholarship needs with the community. Staff and the Foundation plan to further discuss this opportunity as well as other in the future.

The Foundation is requesting support and the waiver of various requirements for 2021:

- Liquor License fee - \$25
- Deposit and rental fee of Sunset Park
- Any equipment use charges
- Public Works fees and staff hourly rates associated with the installation and dismantling of fencing needs, parking lot ropes, water hook up and electricity and other advance and during event support - \$4,000 for set up plus \$75 water hook up
- Police Department fees and staff hourly rates - \$2,500 overtime only
- Raffle license fee (application to follow)
- Parking restrictions on Miller Road during the event
- Ad space in Parks and Recreation brochure - \$200
- Building permits for tent and electrical - \$200

- Sign regulations to allow for temporary signs, within the Village boundaries, advertising the event from June 12, 2021 until June 27, 2021 at the following intersections:

Algonquin & Square Barn (Northwest Corner)
Lakewood & Algonquin
Crystal Lake & Algonquin
Lakewood & Ackman

Miller & Randall
Pyott & Rakow
Miller & Lakewood

The intersections of Algonquin & Randall and Acorn & Randall have not been included in this Request for Board Action due to safety concerns with the major McHenry County construction project on Randall and Algonquin Road. The Police Department and Community Development Department had safety concerns with allowing non-construction signs at these two corners. Staff is recommending to not allow any non-construction signage at these two locations while major construction on Randall and Algonquin road is still ongoing.

The Foundation is also requesting the general support of the Parks and Recreation as well as promotion of the event through various Village media outlets.

FINANCIAL IMPACT

- Total expenses anticipated to be waived total \$7,000

As a point of information, all monies donated by the Foundation are directly reinvested in the Village of Lake in the Hills through the Parks and Recreation.

ATTACHMENTS

1. The People for Parks Foundation Request Letter

RECOMMENDED MOTION

Motion to approve Village support and waivers as described in the above request.



July 22, 2020

People for Parks Foundation of Lake in the Hills, Inc.
c/o Elizabeth Felt Wakeman
6 Featherstone Court
Lake in the Hills, IL 60156

Re: Village Support Request for 2021 Craft Beer & Food Truck Fest/Pub in the Park

Dear President Ruzanski and Village Trustees;

The People for Parks Foundation of Lake in the Hills, Inc., would like to host a craft beer festival at Sunset Park on Saturday, June 26, 2021. We would like to have Pub in the Park from 3:00 p.m. until 7:30 p.m. We intend to utilize the format of the first few years and 2019 with a small number of food trucks rather than the full food truck festival in conjunction with our beer event. As we did in 2019, we would like to set up the tent on Thursday, June 24 so that there is ample time to complete the set-up process and address any issues that may arise.

We will be in touch with affiliate groups to let them know our schedule immediately. Please include this event on the Village calendars in order to avoid scheduling events at Sunset Park on that date.

We would like to utilize the parking lots near the Splash Pad as the location for this event in addition to the concession stand and the grassy areas surrounding those lots.

As in past years, our intention is to raise money to distribute solely through the Foundation to the Parks & Recreation Department in Lake in the Hills. We hope to continue scholarships for program participants with financial need and contribution to equipment and supplies for the Parks & Recreation Department.

Residents continue to express enthusiasm and appreciation for this event.

We expect we will need the following support from the Village to conduct this event:

- Increased police presence.
- Fencing, water hook up, electricity and likely some additional support on a much smaller scale than Sunset Festival

- Waiver of parking restrictions on Miller Road for the duration of the event
- Waiver of liquor license fee
- Waiver of the deposit for Sunset Park
- Waiver of the rental fee for Sunset Park
- Waiver of any equipment use charges
- Waiver of all the Public Works fees associated with the installation of and dismantling of fencing, parking lot rope and water hook up
- Waiver of all fees from the Police Department
- Waiver of regular hourly fees associated with the event
- Permission to conduct a raffle of good and services from participating vendors and waiver of the applicable fees for that raffle
- Promotion on Village electronic signs
- Inclusion in the Parks Brochure and Messenger
- Permission to place banner signs at select locations noted below to advertise the Fest as we have in the past:
 - Algonquin & Randall
 - Acorn & Randall
 - Miller & Randall
 - Miller & Lakewood
 - Lakewood & Algonquin
 - Square Barn & Algonquin
 - Pyott & Rakow
 - Crystal Lake & Algonquin
 - Lakewood & Ackman
- We anticipate having a raffle as we did in 2019. Tickets would be sold for \$5 a piece for entry to win a cooler filled with donated craft beer from the participating brewers. All proceeds would go to the Parks Foundation.

On behalf of the People for Parks Foundation, I thank you in advance for your support of this exciting event.

Very Truly Yours,



Elizabeth Felt Wakeman

cc Fred Mullard
 David Brey
 Kristi Brewer
 Robert Huckins
 Trudy Wakeman
 Denise Wasserman Haugk
 Thomas Brey
 Mercy Dost



REQUEST FOR BOARD ACTION

MEETING DATE: September 8, 2020

DEPARTMENT: Finance

SUBJECT: Local CURE Program Financial Support Conditions and Certification

EXECUTIVE SUMMARY

The Village of Lake in the Hills is eligible to receive an amount not to exceed \$1,205,743 as financial support pursuant to the Local Coronavirus Urgent Remediation Emergency Support (CURE) Program. The program is administered by the Illinois Department of Commerce and Economic Opportunity (DECO) and is funded by the state's federal CARES Act allocation. Municipalities are automatically eligible for reimbursement funding and do not have to apply. Allocations are not automatically received however and must be requested with supporting documentation.

Even though municipalities do not need to apply, they must submit a signed Financial Support Conditions and Certification Form intended to offer compliance assurance to DECO that all terms, requirements and conditions for reimbursement eligibility, for expenses related to COVID-19, are being met. Eligible expenses incurred from March 1 through December 30, 2020 can be submitted starting on August 1st and the signed form is due by October 1st.

FINANCIAL IMPACT

TBD as the timeframe for eligible expenses nears expiration and DECO finalizes expense types that are allowable and not allowable. The financial impact will be significantly below the \$1,205,743 that has potentially been allocated to the Village. As of September 4, 2020, potential unaudited reimbursement totals are \$119,131.46

ATTACHMENTS

1. An Ordinance pertaining to the Local CURE Program

RECOMMENDED MOTION

Approve an ordinance pertaining to the participation in the Local CURE Program.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020-_____

An Ordinance Pertaining to the Local CURE Program

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, Village is an Illinois municipality, eligible for reimbursement of funds through the Local Coronavirus Urgent Remediation Emergency Support Program (Local CURE Program), 20 ILCS 605/605-1045; and

WHEREAS, the Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act"); and

WHEREAS, as a Local Government recipient of financial support through the Local CURE Program, the Village is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes and in compliance with the terms and certifications of the Local CURE Program; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the Village to enter into the attached Local CURE Program Financial Support Conditions and Certification in order to participate in and receive the funding pursuant to the Local CURE Program;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, as follows:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein

SECTION 2: The Financial Support Conditions and Certification in substantially the form of the exhibit attached

hereto is hereby incorporated herein by reference, authorized and approved.

SECTION 3: The Village President is hereby authorized to execute and deliver and the Village Clerk is hereby authorized to attest to said execution of said certification in substantially the form of the exhibit appended hereto as so authorized and approved for and on behalf of the Village.

SECTION 4: IML Model Ordinance: Local CURE Program Conditions and Certification.

SEVERABILITY. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 5: REPEAL OF CONFLICTING PROVISIONS. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 10 day of September, 2020 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 10TH DAY OF SEPTEMBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

Exhibit A

Certification No. **20-494520**

**LOCAL CORONAVIRUS URGENT REMEDIATION EMERGENCY SUPPORT PROGRAM
("Local CURE Program")**

FINANCIAL SUPPORT CONDITIONS AND CERTIFICATION

Village of Lake In the Hills ("Local Government"), with its principal office at **600 Harvest Gate, Lake in the Hills, IL 60156**, is eligible to receive an amount not to exceed **\$1,205,743** ("allotment") as financial support pursuant to the Local CURE Program.

The Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act").

As a Local Government recipient of financial support through the Local CURE program, the Local Government is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes as set forth below. To participate in the Local CURE Program, the Local Government must remain in compliance with the terms and certifications stated herein. Please review the items below carefully, as the Local Government and its representative shall warrant that all material facts presented are accurate. If the Local Government is unable to provide this assurance, it is ineligible to receive financial support under the Local CURE Program.

The Department may enter into an agreement with one or more third parties to assist in the administration of the Local CURE Program. The Local Government shall adhere to all instructions or guidance issued by the Department's third party vendors in addition to those of the Department.

The allowable uses of program funds and eligible expenditures set forth in this certification will be modified by the Department, in accordance with the Illinois Administrative Procedure Act, if the CARES Act or the U.S. Department of the Treasury guidance is amended to authorize different categories of eligible uses or eligible expenses.

The Local Government should return this signed Financial Support Conditions and Certification by **October 1, 2020**.

FINANCIAL SUPPORT CONDITIONS

As the authorized representative of the Local Government, I agree and certify that the Local Government:

General Information

1. Provided true and accurate information on the following documents, as applicable: the application and the IRS Form W-9.
2. Will have, by the time Local Government submits its first request for reimbursement, an active registration on the federal System for Award Management (“SAM”) and will maintain an active SAM registration throughout the duration of the Local Government’s participation in the Local CURE Program.
3. Is a “unit of local government” as defined by the Illinois Constitution, Article VII, Section 1 and has the legal authority to apply for and receive financial support under the Local CURE Program.
4. Is not located completely within one or more of the five Illinois counties that received direct allotments from the CARES Act fund (Cook, DuPage, Kane, Lake, or Will).

Local CURE Program Requirements

5. Has incurred or will incur eligible costs, as defined by 14 Ill. Admin. Code Part 700, for which it will seek reimbursement from the Department under the Local CURE Program. Specifically, the costs incurred by the Local Government:
 - a. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - b. are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the unit of local government; and
 - c. were or will be incurred during the period that begins on March 1, 2020 and ends December 30, 2020.
6. Understands that pursuant to the Local CURE Program, the Local Government will only be permitted to seek reimbursement from the Department for costs that have already been expended for services performed or goods received. No advance payments will be permitted.
7. Shall seek reimbursement from one or more of the following five categories of eligible incurred expenses:
 - a. Medical expenses, including but not limited to: expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, costs of providing COVID-19 testing, and emergency medical response expenses;
 - b. Public health expenses, including but not limited to: expenses for communication and enforcement by local governments of public health orders related to COVID-19;
 - c. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services were substantially dedicated to mitigating or responding to COVID-19;
 - d. Expenses for actions taken to facilitate compliance with COVID-19 related public health measures; and
 - e. Any other COVID-19 related expenses reasonably necessary to the function of government, or for other uses approved by the Department, that satisfy the Local CURE Program eligibility criteria. The Local Government must document how expenses are related to COVID-19.

8. Understands that to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
9. Understands that it is Local Government's responsibility to communicate with and report to the Department Local Government's needs regarding the allotment on a regular basis, as directed by the Department. This includes the requirement that Local Government report as soon as practicable if it believes that a portion of the allotment will not be utilized by the Local Government, OR if Local Government is in need of additional funds in excess of the allotment, for costs which will be incurred by December 30, 2020 and which will comply with all the Local CURE Program requirements.
10. Understands that on or around **November 1, 2020**, the Department will send a notice to Local Government indicating that it must report in detail: (a) how Local Government intends to spend the remainder of the initial allotment, and (b) any anticipated eligible expenses through December 30, 2020 in excess of the local government's initial allotment. If, by **December 1, 2020**, Local Government does not submit a report to the Department, or the detailed report submitted by Local Government reveals that some or all of the allotment will not be utilized by the Local Government, the Department will redirect, in accordance with 14 Ill. Admin. Code Part 700, the projected unspent balance to other local governments eligible for the Local CURE Program, which have reported a need for funds.
11. Understands that all requests for reimbursement for any Local CURE Program allotment received by Local Government before February 1, 2021 must be received by the Department or its third party administrator by **January 31, 2021**.
12. Understands that if Local Government's allotment has a remaining balance of funds for which Local Government has not sought reimbursement by January 31, 2021, on **February 1, 2021**, the remaining balance will be redirected to one or more local governments eligible for the Local CURE Program, which have a need for funds.
13. Understands that if the Local Government receives an allotment on or after **February 1, 2021**, the Local Government must submit all requests for reimbursement for this allotment to the Department or its third party administrator by **February 28, 2021**.
14. Understands that for any allotment received by Local Government on or after December 1, 2020, to be eligible for reimbursement, the Local Government must have had services performed or received goods to respond directly to the public health emergency with respect to COVID-19 by December 30, 2020.
15. Understands that the Local Government will submit to the Department or its third party administrator requests for reimbursement on forms provided by the Department or its third party administrator, including all required supporting documentation and in the manner requested by the Department or third party administrator, that the third party administrator will review the information received for eligibility, and if approved, the payment(s) will be released by the Department to the Local Government.
16. Understands that funds received through the Local CURE Program may not be used to fill shortfalls in the Local Government's revenue to cover expenditures that would not otherwise qualify under the program unless the Department authorizes such expenditures, in accordance with the Illinois Administrative Procedure Act, after a modification to the CARES Act or subsequent guidance issued by the U.S. Department of the Treasury.

17. Shall not seek reimbursement for incurred expenses under the Local CURE Program for which the Local Government has received or will receive a duplicate benefit through another State or federal funding opportunity.
18. Understands that any funding provided through the Local CURE Program is authorized under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The Local Government shall follow all requirements of the CARES Act, including, but not limited to, all related guidance, including subsequent guidance, issued by the U.S. Department of the Treasury.
19. Shall use the funds received from the Department in accordance with the requirements of the Local CURE Program, including the statute (20 ILCS 605/605-1045), rules (14 Ill. Admin. Code Part 700), including any amendments thereto, and all written guidance and manuals issued by the Department and/or its third party administrator. The Department, as the administrator of the Local CURE Program, has the authority to take any action necessary to bring Local Government into compliance with the program requirements.
20. Understands that the Department reserves the right to seek a refund from the Local Government if the Department, another State agency or the federal government finds that the Local Government: (a) made a false or fraudulent statement to the Department or its third party administrator; (b) made a false or fraudulent claim for funds; or (c) spent the Local CURE Program funds on ineligible expenses or for duplicate costs that were reimbursed through another federal or State program.

Local CURE Program Administrative Requirements

21. Shall provide all necessary forms, documentation and information as required or requested by the Department or its third party administrator(s) to operate the Local CURE Program.
22. Shall submit all required reports and information requested by the Department or the third party administrator including, but not limited to, information demonstrating funds received under the Local CURE Program were deposited in an account held by the Local Government.
23. When requesting a reimbursement, shall submit a report certifying the costs, as required by 2 CFR 200.415, and provide all documentation and information required by 14 Ill. Admin. Code Part 700, and any other information requested by the Department or its third party administrator.
24. Shall include Local CURE funding in the applicable financial statement and/or audit of the Local Government, including a Single Audit pursuant to the Single Audit Act (31 U.S.C. §§7501-7507).
25. Shall not seek reimbursement for costs paid to an entity on the federal or State debarred and suspended list.
26. Shall comply with the following provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200): 2 CFR 200.303 regarding internal controls; 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management; subpart E regarding cost eligibility requirements; and subpart F regarding audit requirements.

General Administrative Requirements

27. Is complying with all relevant State and federal laws and regulations.
28. And its affiliate(s), is/are not barred from receiving the Local CURE Program funds because the Local Government, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Local Government, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Local Government acknowledges the Department may terminate and/or seek a refund of the Local Government's Local CURE Program allotment if this certification is false (30 ILCS 500/50-11).
29. Shall continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).
30. Shall comply with all relevant laws and regulations concerning non-discrimination.
31. Shall pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.
32. Shall prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.
33. Has no action, lawsuit or proceeding pending or, to the knowledge of the Local Government, threatened which questions the legality or propriety of the transactions contemplated by the receipt of funds through the Local CURE Program or which will have a material adverse effect on the performance required by the Local Government.
34. Has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Local Government or its principals and key personnel that will be involved in the use of the Local CURE Program funds received.
35. Has not received any notice that any of its principals or key personnel that will be involved in the use of the Local CURE Program funds are the subject of any criminal investigations or charges.
36. Understands that neither the Department nor the Local Government shall be liable for actions chargeable to the other party related to the Department's provision of funds to the Local Government including, but not limited to, the negligent acts and omissions of a party's agents, employees or subcontractors in the performance of their duties, unless such liability is imposed by law.
37. Understands that receiving funds pursuant to the Local CURE Program is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend the Local Government's allotment, in whole or in part, without penalty or further payment being required, if (i) sufficient funds have not been appropriated or otherwise made available to the Department by the State or the federal funding source, (ii) the Governor or the Department

reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to the Local Government of any such funding failure and its election to terminate or suspend Local Government's allotment as soon as practicable. Any suspension or termination pursuant to this paragraph will be effective upon the date of the written notice unless otherwise indicated.

Accessibility of Records and Retention

38. Shall make books, records, related papers, supporting documentation, financial records and personnel relevant to the Local CURE Program available to authorized Department representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, federal authorities, and any other person as may be authorized by the Department (including auditors), by the State of Illinois or by federal statute. Local Government shall cooperate fully in any such audit or inquiry. Failure by the Local Government to maintain books, records, financial records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Local CURE Program for which adequate books, records, financial records and supporting documentation are not available to support disbursement.
39. Understands that the Department or its third party administrator will conduct monitoring of the Local CURE Program to ensure funds were spent in accordance with the Local CURE Program statute and the administrative rules.
40. Shall provide to any agent authorized by the Department, upon presentation of credentials, full access to, and the right to examine, any document, papers and records either in hard copy or electronic format, of the Local Government involving transactions related to the Local CURE Program.
41. Shall maintain for five (5) years from the date of submission of the final request for reimbursement, adequate books, all financial records and supporting documents, statistical records and all other records pertinent to the Local CURE Program. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

Other Expenditures Prohibited by the CARES Act

42. Shall not seek reimbursement under the Local CURE Program for expenditures prohibited by section 5001(b) of the CARES Act, including, but not limited to:
 - a. advocacy for the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act;
 - b. dissemination of deliberately false or misleading scientific information;
 - c. lobbying; or
 - d. expenses for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition

caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Please Answer the Following Questions:

1. Does the Local Government intend to use the full allotment of funds set forth in the first paragraph, above? Yes No
 - a. If yes, the Local Government agrees that it shall notify the Department as soon as practicable if the Local Government determines that it will not use its full allotment.
 - b. If no, approximately, how much of the allotment does the Local Government plan to use? \$ _____

2. Does the Local Government have or estimate it will have additional Local CURE Program eligible expenses greater than the allotment set forth in the first paragraph, above?
 Yes No
 - a. If yes, please provide an estimate of the additional funds needed and the types of expenses generally. _____

3. Does the Local Government plan to use any of the funds received through the Local CURE program from the Department as a required match component for another State or federal program? Yes No
 - a. If yes, please describe the program(s). _____

CERTIFICATION

The individual below, acting in the capacity to represent the Local Government in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief.

I declare under penalty of perjury that the above statements are true and correct.

Authorized Representative

Signature Russ Ruzanski, Village President
Name & Title

Date

rruzanski@lith.org
E-mail

36-6009195
Local Government FEIN

113955934
Local Government DUNS Number

Primary Local Government Contact for Local CURE Program

Name: Wayde Frerichs

Title: Interim Finance Director/Village Treasurer

Address: 600 Harvest Gate

Phone: 847-960-7421

E-mail: wfrerichs@lith.org



INFORMATIONAL MEMORANDUM

MEETING DATE: September 8, 2020
DEPARTMENT: Public Works
SUBJECT: Driveway Apron Patches

EXECUTIVE SUMMARY

The Village's 2020 MFT Street Rehabilitation Project is in its final stages. During the project, when the contractor replaced a section of curb and gutter adjacent to a driveway apron, 250 of the 265 driveway aprons received a patch; 127 driveway aprons received a partial width patch and 123 driveway aprons received a full width patch.



Background

Annually, after Village staff identify the sections of road that are most in need of resurfacing, the Village retains the services of an engineering firm to design and bid the project. After the bids are received, Village staff bring forth a recommendation to award to the lowest responsible bidder. The lowest responsible bidder is generally a contractor that specializes in road resurfacing and uses a sub-contractor to perform the sidewalk and curb and gutter concrete work in the project area. The amount of curb and gutter work each year varies and is based on the condition of the curb and gutter, adjacent to each road that is being resurfaced.

Driveway Apron Patches History

As previously mentioned, when a section of curb and gutter adjacent to a driveway apron was replaced this year, the majority of the driveway aprons required a patch. As shown below in **Table 1**, Village staff recently surveyed two sections of road from the last five MFT projects and found that from 2017 to 2019, the percentage of driveways that required a patch was much lower than what was experienced in 2020 or the two years preceding this period. The sub-contractor that performed the curb and gutter work in 2020 was not the same sub-contractor that performed the work from 2016 to 2019.

Table 1 - Driveway Apron Patch History

Driveway apron patch when adjacent curb is replaced	2015	2016	2017	2018	2019	2020
Partial width patch	20%	70%	24%	10%	19%	48%
Full width patch	80%	9%	4%	5%	0%	46%
No patch	0	22%	72%	85%	81%	6%

When a driveway apron patch is needed, the Village pays for a patch up to a certain width; in 2020, the Village will pay for patches that are up to 18 inches in width. As mentioned in Attachment 1, techniques can be used to minimize driveway apron damage; however, driveway aprons that are not patched may begin to “role down” at the apron edge, if the stone base is exposed during the curb removal and not properly compacted before pouring the new curb.

The annual Village MFT specifications currently do not require contractors to saw cut on all four sides of a curb section that is being removed; however, the Village will consider requiring this moving forward as Chastain and Associates, the Village’s transportation engineering firm recommends making this change to the specifications as a way to potentially minimize driveway apron damage. Further, driveway apron repair costs up to a certain width are currently paid for by the Village and Village staff will consider requiring that contractors bore this expense moving forward; however, doing so will likely increase the curb and gutter removal and replacement unit cost.

Patch Longevity

As mentioned in Attachment 1, “There is no reason that any properly prepared patch should not be expected to last as long as the balance of the apron with normal maintenance and care.” As evidence, Attachment 2 shows pictures of driveway apron patches that are five years old and ten years old.

Partial Width Patches versus Full Width Patches

Starting in 2016, the Village began requiring contractors to patch only the driveway apron that is adjacent to the new section of curb and these partial width patches have become more common than full width patches. However, for aesthetic reasons, Village staff recommend replacing all partial width patches that were performed as part of the 2020 MFT project with full width patches. Due to scheduling issues, Geske, the 2020 MFT contractor, is not able to perform this work as part of the current contract. After further review of the 127 partial width patches, Chastain and Associates, the engineering firm that has been working with the Village on the MFT project this year, believes that the estimated cost to perform this work is \$30,000. As such, in order to replace all 2020 MFT project partial width patches with full width patches this year, and use MFT Funds to pay for this work, Village staff would need to issue an RFP and the Village Board would need to approve a contract with the low bidder at the September

24th meeting and also approve an IDOT Resolution appropriating the necessary MFT funds needed to pay for the work.

FINANCIAL IMPACT

Should the Village Board of Trustees direct staff to issue an RFP to replace all partial width patches performed during the Village's 2020 MFT project with full width patches, the cost to the Village would be approximately \$30,000 and MFT Funds could be used if an IDOT Resolution appropriating the funds is approved by the Village Board at a future Village Board Meeting.

ATTACHMENTS

1. Driveway Patches Memo – Chastain & Associates, LLC
2. Driveway Apron Patches from 2010 and 2015

SUGGESTED DIRECTION

Staff recommends that the Village issue an RFP to replace all partial width patches performed during the Village's 2020 MFT project with full width patches.

To: Mr. Peter D'Agotino, Interim Public Works Director

From: Steve Frerichs, Sr. Project Manager, Chastain & Associates LLC

Date: September 2, 2020

CC:

Re: Driveway Patches

This Memo is prepared to address the following questions related to the driveway patching completed as part of the Village's 2020 MFT Program.

1. What is the life expectancy of a driveway apron patch and will the patch affect the longevity of the driveway apron? *The longevity of a driveway apron patch is mostly unrelated to it being a patch and more a condition of the materials and compaction of the patch that will determine its life expectancy. There is no reason that any properly prepared patch should not be expected to last as long as the balance of the apron with normal maintenance and care. There are many variables that contribute to failure of an apron and all of those same variables would apply to a patch. I would note with a partial patch and the corner that results, there may be a higher incident of crack development from the corner. With regular seal coating and crack sealing even the corner cracks should not be a detriment to the longevity of the apron.*
2. During the Village's 2020 MFT project, how many new curbs did the contractor install that were adjacent to a driveway apron? *Based on our current quantity tabulation there were 265 driveway aprons with some amount of adjacent new curb work completed.*
 - i. Of those, how many received a partial width patch? *Partial width patches were completed on 127 of the aprons.*
 - ii. Of those, how many received a full width patch? *123 aprons received full width patches, most due to the length of curb work extending the full width of the apron. There were a handful of full width apron patches that were*

due to the fact that the balance of the apron width extending beyond the curb repair made it logical to complete a full width patch.

There were a handful of driveways where the removals were completed in a manner that no repair was required, and the homeowner asked us not to complete the patch because there was only minor damage. A couple of homeowners were planning to redo the aprons and driveways so they asked that we not patch.

- 3. In your experience, when removing a section of curb that is adjacent to a driveway apron, what engineering methods can be used to limit damage to driveway aprons? When working adjacent to existing driveways, where removal of curb and gutter or adjacent pavements is required, the only way to minimize damage is for the contractor to be careful with the removal operations. Methods such as saw cutting and using steel plates can help, but nothing used in the normal progress of work will eliminate damage, being careful is the only way to reduce or limit damage.*

It should be noted that even with careful removal, when adjacent pavements are constructed on a gravel base material, the existing gravel material shifts and is likely to slough down into the space created by the removed item. When the replacement curb or pavement is poured against existing aprons there is no guaranty that the void space created by the sluffed stone will be properly filled or recompacted and over time you will start to see a "role down" of the apron edge.

To try and limit damage to aprons, future Contracts should include language that requires sawcutting of all adjacent non-turf surfaces, allowance for the use of bent plate steel forms, require that damage such as chipping, spalling or other damage due to the contractor's negligence is to be repaired at his expense. These items can be included as a way to encourage reasonable care and accountability for the removal effort. Other specification items include time restrictions between removals and replacements to limit the duration that the apron and base course under the apron, are exposed to the environment. There are other specification options that can be included however, all the items impacting a Contractors means and methods likely result in increased costs to the Village.

- 4. When patching driveway aprons, what are the pros and cons of full width patches and the pros and cons of partial width patches? The cons for any patch is the look of the patch itself; all patches introduce a dissimilar material texture to an existing surface which is visually different. The partial patch introduces a transverse saw cut which creates a corner in the existing apron which can be susceptible to cracking. With asphalt aprons, the apron over time starts to "roll down" at the back of curb or at sidewalks and depending on the severity of the roll down a partial patch may trap a small amount of water along the back of curb.*
- 5. When patching driveway aprons, what is minimum size (from the back of the curb, toward the house) that you recommend and why? A patch width less than 1 foot wide would not*

be recommended. Anything less the 1 foot wide makes it difficult to prepare the base properly and place, spread and compact the replacement material efficiently. Also, with a width less than 1 foot, the patch material is likely more susceptible to cracking from wheel loads.

Driveway Apron Patches from 2010



Driveway Apron Patches from 2015

