



MEETING NOTICE AND AGENDA

LEGAL NOTICE:

SPECIAL MEETING OF THE VILLAGE OF HINSDALE BOARD OF TRUSTEES

Notice is hereby given that the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, will hold a Special Meeting commencing at the hour of 7:30 p.m. on Thursday, June 13, 2019 in the Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois, for the purpose of discussing the topics noted on the following Agenda:

AGENDA

SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES

Thursday, June 13, 2019

7:30 P.M.

MEMORIAL HALL – MEMORIAL BUILDING

(Tentative and Subject to Change)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. VILLAGE PRESIDENT'S REPORT
4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)*

5. FIRST READINGS – INTRODUCTION**

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Environment & Public Services (Chair Byrnes)

- a) Approve Amendment #1 to an Intergovernmental Agreement (IGA) between the Village of Hinsdale and Community Consolidated District 181, for the construction and maintenance of a parking deck

Zoning & Public Safety (Chair Stifflear)

- b) Approve an Ordinance Approving a Second Major Adjustment to a Site Plan and Exterior Appearance Plan regarding the shared parking deck for Hinsdale Middle School at 100 S. Garfield Avenue, Hinsdale, Illinois – Community Consolidated School District #181/Village of Hinsdale**

Environment & Public Services (Chair Byrnes)

- c) Award certain specified Bid Group 2 competitive bids – parking deck project construction
- d) Reject all competitive bids for plumbing for the parking deck project
- e) Reject all precast concrete bids for the parking deck project; **and**
- f) Waive the competitive bidding process for precast concrete and award a contract to provide precast concrete work on the parking deck project to Illini Precast LLC located in Westchester IL in an amount not to exceed \$2,620,800

6. CONSENT AGENDA – None

*All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.*

7. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission*****

Environment & Public Services (Chair Byrnes)

- a) Award Bid Group 1 for excavation and storm water management for the parking deck project to Lima Excavating in an amount not to exceed \$1,914,400 (*First Reading – April 23, 2019*)

8. DISCUSSION ITEMS

9. DEPARTMENT AND STAFF REPORTS

10. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

11. OTHER BUSINESS

12. NEW BUSINESS

13. CITIZENS' PETITIONS (Pertaining to any Village issue)*

14. TRUSTEE COMMENTS

15. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

16. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

*****The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.***

*******Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale 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 in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website <http://villageofhinsdale.org>



REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Agenda Section – First Read

SUBJECT: Amendment to Intergovernmental School District Agreement with School District 181-Parking Deck

MEETING DATE: June 13, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve amendment #1 to the Intergovernmental Agreement (IGA) with School District 181 for the parking deck.

Background

As you are aware, the Village is party to an IGA with Hinsdale Community Consolidated School District 181 relative to the design, construction, operation and maintenance of a shared parking deck located at the Hinsdale Middle School site. As you are also aware, the Village entered into the mediation process over certain differences in the design of the parking deck. The IGA amendment incorporates the outcome of the mediation process and subsequent negotiations into a formalized agreement.

Discussion & Recommendation

Attached please find the amendment to the IGA. This IGA amendment with School District 181 has been developed in conjunction with the Village Attorney and the School District 181 legal counsel. Approval by the School Board is anticipated at an upcoming special meeting. Village staff, the Village's owner's representative, and the Village Attorney recommend approval of the amended IGA.

Budget Impact

Certain parking deck budget variances are due to the increase in structural reinforcement of the deck as well as landscaping changes. Costs are dispersed amongst many elements so a certain cost is difficult to quantify. It is estimated that to reinforce the deck was approximately \$200,000.

Village Board and/or Committee Action

The Village Board approved the original IGA on March 6, 2018.

Documents Attached

1. IGA executed March 2018
2. IGA Amendment to the Parking Deck
3. Correspondence from Village Attorney-confidential distribution.

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**

This Amendment to an Intergovernmental Agreement (the "Amendment") is made and entered into as of the date last written below (the "Effective Date"), by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and **COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

A. WHEREAS, the Village of Hinsdale is a municipality with its principal office and place of business located at 19 E. Chicago Avenue, Hinsdale, Illinois 60521.

B. WHEREAS, Hinsdale Community Consolidated School District 181 is an Illinois school district with its principal office and place of business located at 115 West 55th Street, Clarendon Hills, IL 60514.

C. WHEREAS, the Village and School District entered into several agreements related to the design and construction of a parking deck (the "Parking Deck") on property owned by the School District and located at 100 South Garfield Avenue, Hinsdale, Illinois (the "Project"). The most recent agreement between the Parties is the intergovernmental agreement related to the design and construction of the Parking Deck, which was fully executed and circulated on or about March 6, 2018 (the "IGA").

D. WHEREAS, a dispute between and among the Parties relative to design of the Parking Deck was submitted to mediation on February 8, 2019 and February 26, 2019, before Mediator Charles B. Lewis (the "Mediation").

E. WHEREAS, a Memorandum of Understanding ("MOU") containing certain understandings between the Parties reached at the February 8, 2019 session of the Mediation was signed by legal counsel for both the Village and School District on February 8, 2019.

F. WHEREAS, the Parties have since worked to resolve their remaining differences, and now desire to memorialize both the terms of the MOU and understandings reached subsequent to the Mediation in this Amendment.

G. WHEREAS, on March 22, 2019, the Village caused plans for the Parking Deck to be issued for bid (the "Final Plans"), and upon award of bids, the Parking Deck will be constructed in accordance with the Final Plans (the "Work").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereby amend the IGA as follows:

1. **Definitions.** All terms defined in the above recitals are incorporated into this Amendment. All terms used in this Amendment have the same meaning as in the IGA.

2. **Order of Precedence.** To the extent of any conflict between this Amendment and the IGA, this Amendment controls.

3. **Design and Construction of the Parking Deck.** The Village shall cause the Parking Deck to be designed and constructed in accordance with the following requirements:

a. The live load for the upper level of the Parking Deck, including and not limited to parking stalls, drive aisles, lobbies, stairs and sidewalks, shall be a minimum of one hundred (100) pounds per square foot.

b. Section C(7) of the IGA is hereby revised to read in its entirety as follows:

7. **Oversize Vehicles; Damage.** The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students for fire drills or emergency evacuations of the new HMS building, snow plowing vehicles and snow plowing equipment. No vehicle on the upper level shall exceed a gross vehicle weight of 8,000 pounds, except as otherwise provided in this Section. If either Party's operations or obligations under the IGA require in a specific instance that this limitation be exceeded, that Party shall in writing describe to the other Party the specific scenario and the equipment proposed to be used, supported by the written verification by a qualified structural engineer that the specific use is structurally acceptable, and shall obtain the other Party's written consent to such specific instance of use, which shall not be unreasonably withheld, delayed or conditioned. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other overweight vehicles, and for enforcing such regulations. Such signage shall consist of placards installed on the height restrictor bars described in Section 3(h) of the Amendment, below, indicating: "Maximum Gross Vehicle Weight 8,000 lbs." The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other overweight vehicles shall be allowed on/in the Parking Deck at any time.

c. The driveway of the upper deck of the Parking Deck shall consist of a 24' wide traffic lane.

d. The Type "A" school bus previously referenced in and removed from Section C(7) of the IGA shall now be located in a curb cut lane on Garfield Street, in accordance with Sheet C2.02 of the Final Plans (the "Bus Location"). The design of the

Bus Location shall be detailed and dimensioned by supplemental drawings to be issued by the Village's architect, and such supplemental drawings are subject to written approval of the School District, which approval shall not be unreasonably withheld, delayed or conditioned.

e. The northeast stair tower reflected in the Preliminary Design may, in the sole discretion of the Village, be eliminated from the design and construction of the Parking Deck. If the Village decides to eliminate this stair tower, then the design and construction of the Project with respect to the unoccupied northeast corner of the upper deck shall include one additional parking space. In order to provide said parking space, the width of the landscape island at the south end of the parking row adjacent to the unoccupied space shall be reduced by 1.8' from the width reflected in the Final Plans. In the discretion and at the cost of the School District, the School District may add landscaping elements to this space to enhance the aesthetic view from street level.

f. Section C(8) of the IGA is hereby revised to delete reference to farmers' markets and merchants' sidewalk sale.

g. The landscape design for the Project is attached and incorporated herein as **Exhibit A** (the "Landscape Plan"). The Village shall cause the Parking Deck to be designed and constructed in accordance with the Landscape Plan. Once the landscaping is installed, the School District shall actively discourage students and others from littering within or around the landscaped areas, and shall take reasonable steps to prevent plantings from being damaged by students or others.

h. The two entrances to the upper level of the Parking Deck shall be constructed with overhead height restrictor bars as drawn and detailed on Sheets C2.02, A2.02, A4.01 of the Final Plans. Sheets C2.02 and A2.02 show differing locations for the height restrictor bars, and this conflict shall be resolved by supplemental drawings to be issued by the Village's architect, and such supplemental drawings are subject to written approval of the School District, which approval shall not be unreasonably withheld, delayed or conditioned.

4. **Zoning.** The Village represents and warrants that any portions of the Final Plans that differ from the Preliminary Design and require approval of the Village Board of Trustees or of Village Commissions, Committees or Boards, have or will have been reviewed and approved by such Commissions, Committees, and/or Boards, as applicable, prior to the commencement of the Work, or waivers of such requirements will have been obtained.

5. **ROE Permits.** The Village shall cause its architect to prepare and seal, for review and execution by the District's Superintendent, DuPage Regional Office of Education Form 36-10 (Application for Building Permit), along with all other forms and submittals required by the DuPage Regional Office of Education (the "ROE"), and to provide such completed forms and submittals to the District such that the School District may submit such documents to the ROE for issuance of a building permit and the building permit can be and is issued prior to commencement of the Work. Prior to occupancy or use of the Parking Deck after completion of the Work, the

Village shall cause its architect to prepare and seal, for review and execution by the District's Superintendent, DuPage Regional Office of Education Form 36-15 (Application for Occupancy Permit), along with all other forms and submittals required by the ROE, and to provide such completed forms and submittals to the District for submittal to the ROE for issuance of an Occupancy Permit, such that the occupancy permit can be and is issued as soon as possible after completion of the Project, and before occupancy or use of the Parking Deck. The School District's Board of Education hereby authorizes its Board President and Superintendent to execute the forms referenced in this Section.

6. **Submittals and As-Built / Record Drawings.** Prior to final payment to its contractor(s) for the Work, the Village shall submit to the School District one hardcopy set and one electronic set of all submittals, shop drawings, change orders, installation and operating manuals, warranty documents, and as-built or record drawings related to the Parking Deck.

7. **Costs and Expenses.** The Village shall bear all costs, expenses and fees related to the design and construction changes referenced in this Amendment, except for the cost of any additional landscaping elements that the School District may desire to add in accordance with Section 3(e), above.

8. **Attorneys' Fees.** Each Party agrees to bear its own respective attorneys' fees, design and consulting fees, and other costs and expenses with respect to the Mediation and with respect to the matters resolved by this Amendment.

9. **Resolution of Claims.** Except to the extent necessary to enforce this Amendment, each Party hereby waives and releases, and agrees that it shall not assert against the other Party, any claim arising from: (a) the issues resolved by this Amendment; (b) the timing of the Effective Date of this Amendment; (c) the effect, if any, that this Amendment has or may later have on the schedule for design and/or construction of the Parking Deck.

10. **Integration.** This Amendment, together with the IGA, constitutes the complete agreement of the Parties with respect to its subject matter, and there are no other representations, promises or agreements concerning this Amendment or the IGA, except as contained herein. This Amendment and the IGA may only be later modified by the written agreement of the Parties.

[Remainder of page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have executed this Amendment to an Intergovernmental Agreement on the date last written below.

VILLAGE OF HINSDALE

**COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 181**

By: _____

**Thomas Cauley
Village President**

Signed: _____, 2019

Attest:

By: _____

**Christine Bruton
Village Clerk**

_____, 20__

By: _____

**William Merchantz
Board President**

Signed: _____, 2019

Attest:

By: _____

Name: _____

Title: _____

_____, 20__

Exhibit A

LANDSCAPE PLAN



wight

Wight & Company
wightco.com
2500 North Frontage Road
Darien, IL 60551
P 630.969.7000
F 630.969.7979

DESMAN
Design Management

VILLAGE OF HINSDALE
19 E. Chicago Avenue
Hinsdale, IL 60521

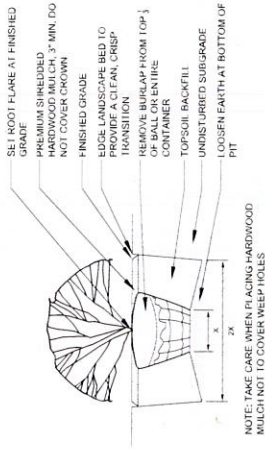
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7	ISSUED FOR SUBMIT	04.15.2019
6	ISSUED FOR SUBMIT	04.11.2019
5	ISSUED FOR SUBMIT	03.27.2019
4	PERMIT CORRECTIONS	02.13.2019
3	PERMIT CORRECTIONS	12.5.2018
2	ISSUED FOR SUBMIT	11.27.18
1	ISSUED FOR SUBMIT	10.30.2018
0	ISSUED FOR SUBMIT	10.10.2018
0	ISSUED FOR SUBMIT	07.23.2018
0	ISSUED FOR SUBMIT	06.04.2018
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0	ISSUED FOR SUBMIT	04.11.2018

PARKING DECK
100 S. Garfield Street,
Hinsdale, IL 60521

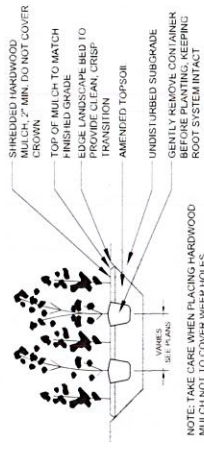
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6807-02
Drawn By:
P. King
Checked By:

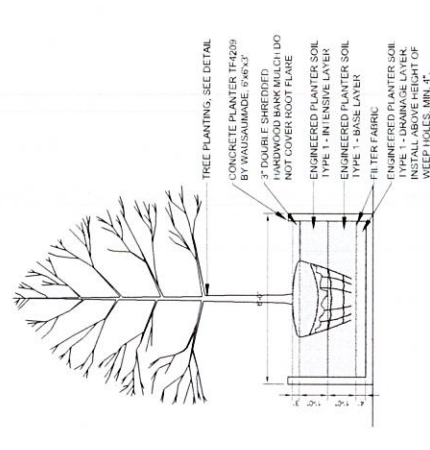
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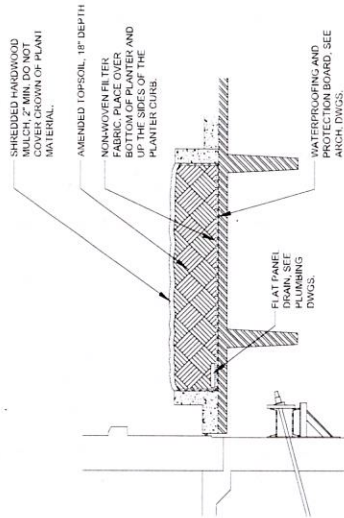
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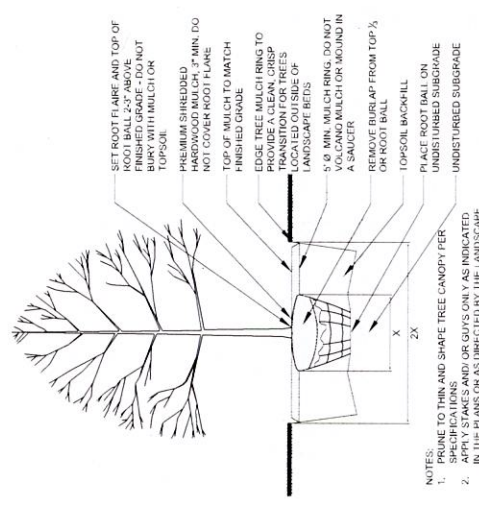
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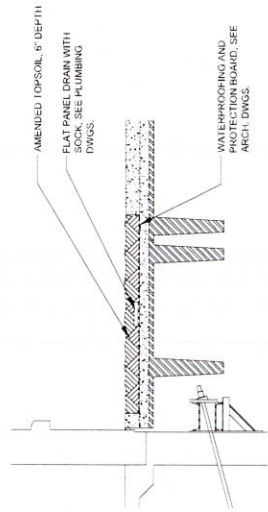
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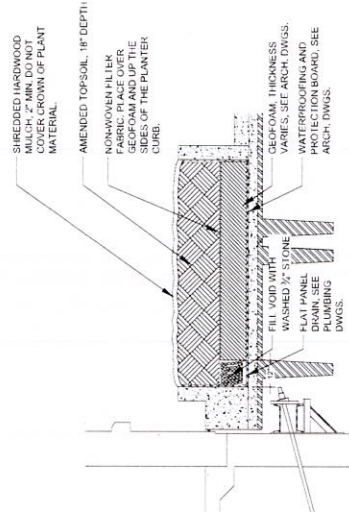
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SCALE: 1/2" = 1'-0"



6 TREE PLANTING
SCALE: 1/2" = 1'-0"



1 PLANTER SECTION: 6" SOIL DEPTH
SCALE: 1/2" = 1'-0"

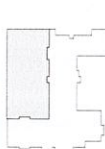


5 PLANTER SECTION: 18" SOIL DEPTH
SCALE: 1/2" = 1'-0"



wight

Night & Company
nightco.com
500 North Frontage Road
Jannett, IL 60561
P 630.969.7000
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DESIGN
Management

—

DATE	DESCRIPTION	DATE
05/11/2019	ISSUE 2 FOR CONSTRUCTION	
04/11/2019	BP7 ISSUED FOR REB ADJUSTMENT 2	
03/11/2019	BP7 ISSUED FOR REB	
03/11/2019	BP7 80% COMPLETION	
03/11/2019	PRIME COMPLETION	
12/1/2019	ISSUE 2 FOR REB	
11/08/2019	ISSUE 2 FOR REB	
10/29/2019	ISSUE 2 FOR REB	
10/13/2019	ISSUE 2 FOR REB	
08/08/2019	ISSUE 2 FOR REB	
06/04/2019	ISSUE 2 FOR REB	
05/03/2019	ISSUE 2 FOR REB	
04/01/2019	ISSUE 2 FOR REB	

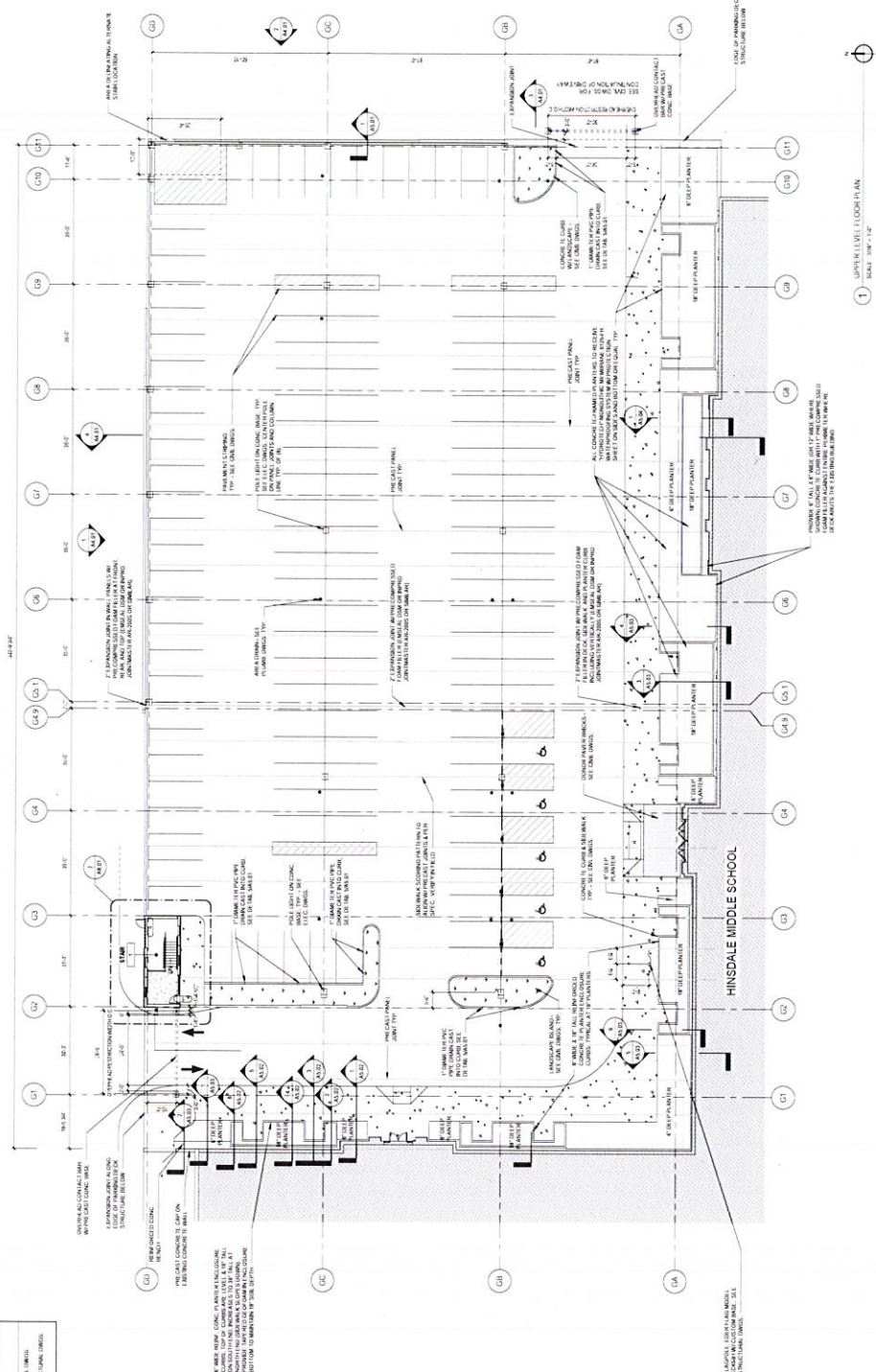
VILLAGE OF
HINSDALE PARKING
DECK

100 S. GARFIELD STREET
CHINSDALE, IL 60521

UPPER LEVEL FLOOR
PLAN

Project Number:
807-02
Drawn By:
AS
Date:

A2.02



1 UPPER LEVEL FLOOR PLAN
SUT. 34.0' 1/8" = 1'-0"

SMALL TYPE LEGEND

CAST/IMPACT CONCRETE. SEE STRUCTURAL CONCRETE.

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VILLAGE OF HINSDALE

wight

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DESIGN
Management

PROJECT NUMBER
2017-001
SHEET NO.
AS
DATE

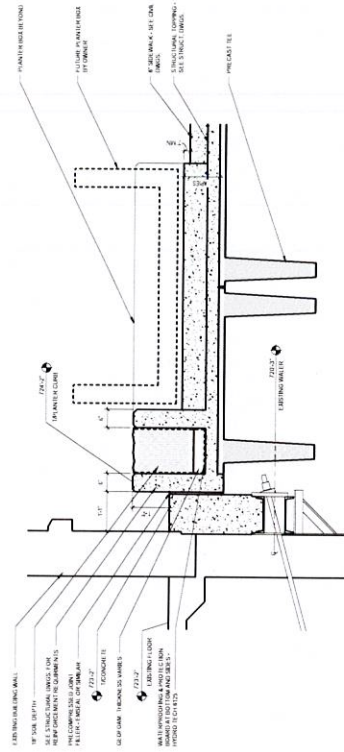
REVISIONS
1. REVISED FOR CONSTRUCTION
2. REVISED FOR CONSTRUCTION
3. REVISED FOR CONSTRUCTION

VILLAGE OF
HINSDALE PARKING
DECK

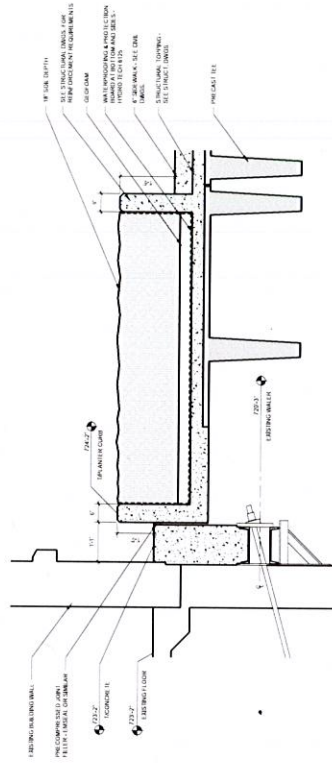
100 S. GARFIELD STREET
HINSDALE, IL 60521

PLANTER DETAILS

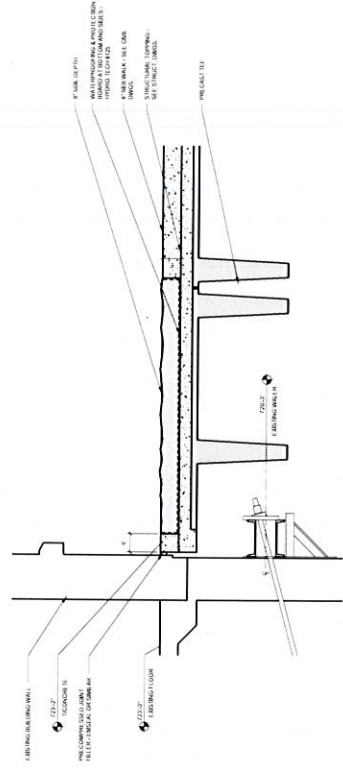
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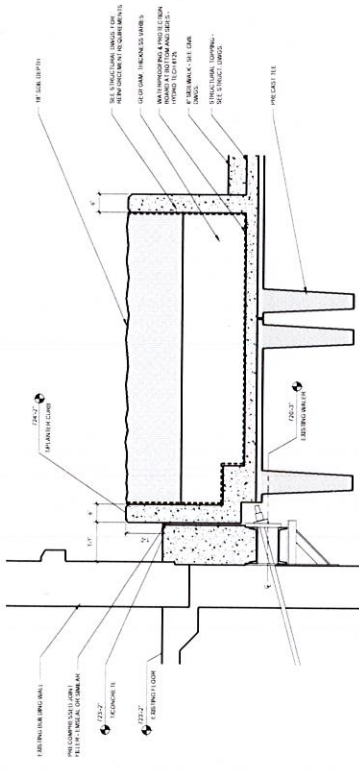
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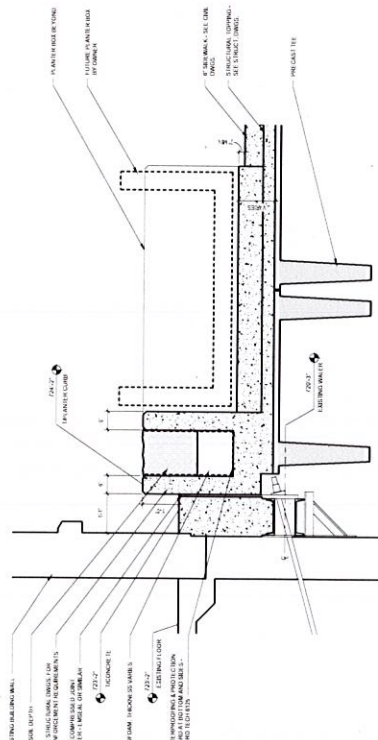
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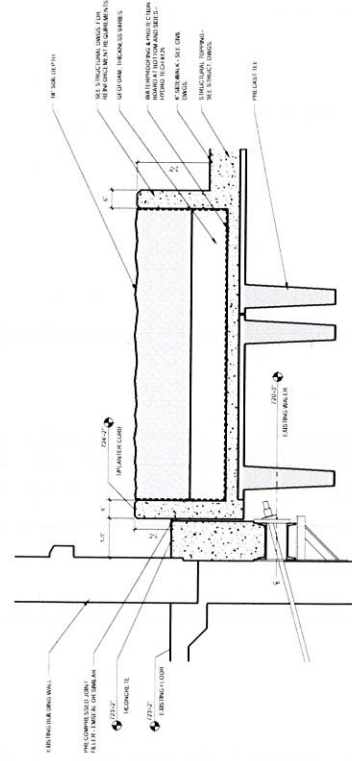
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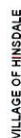
4 DETAIL - DEEP PLANTER AGAINST BUILDING WALL @ EAST
SCALE: 3/4" = 1'-0"



5 DETAIL - PLANTER BOX NICHE
SCALE: 3/4" = 1'-0"



6 DETAIL - DEEP PLANTER AGAINST BUILDING WALL @ EAST
SCALE: 3/4" = 1'-0"



wight

Wight & Company
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DESIGN
Management

ISSUED FOR CONSTRUCTION 05.13.2018

VILLAGE OF
CHINSDALE PARKING
DECK

00 S. GARFIELD STREET
CHICAGO, IL 60652

PLANTER DETAILS

Request Number
801-07
Reason for
S
Page

A5.03





VILLAGE OF HINSDALE

wight

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P: 630.350.1500
F: 630.350.1579

DESMAN
Design Management

DATE: 08.13.2024
BY: J. J. J. J.

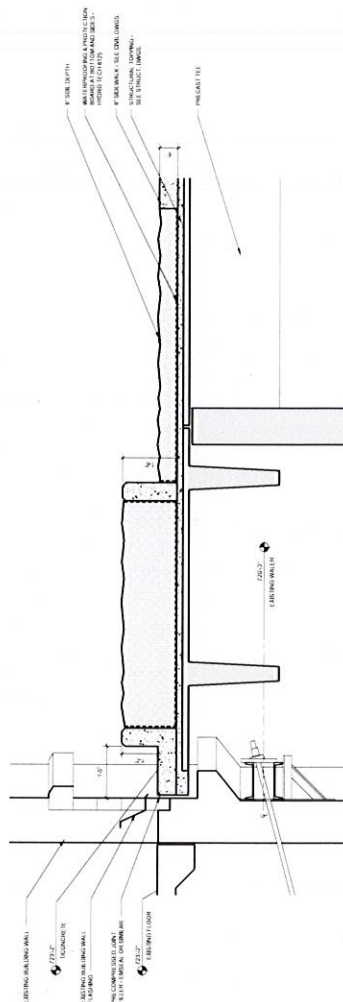
**VILLAGE OF
HINSDALE PARKING
DECK**

180 S. GARFIELD STREET
HINSDALE, IL 60521

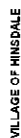
PLANTER DETAILS

DATE: 08.13.2024
BY: J. J. J. J.

A5.04



1. DETAIL - SHALLOW PLANTER AGAINST BUILDING WALL @ SOUTH GREENHOUSE GARAGE
SCALE: 1/4" = 1'-0"



wicht

John A. Company,
Chicago, Ill.

DESIGN

NOT FOR CONSTRUCTION

VILLAGE OF
HINSDALE PARKING
DECK

100 S. GARFIELD STREET
INSDALE IL 60521

NOTES & SYMBOLS

P0.01

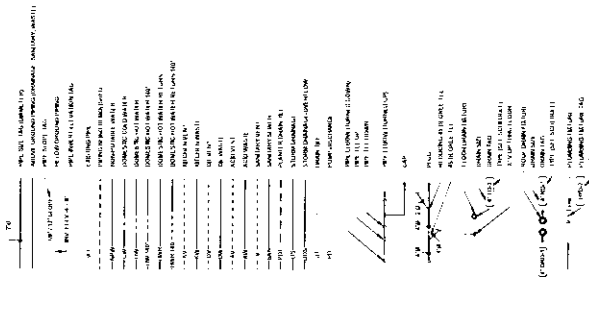
GENERAL NOTES

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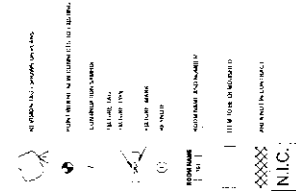
ABBREVIATIONS

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COLLAPSING AND PIPING SYMBOLS



GENERAL PLUMBING SYMBOLS

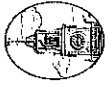


PLUMBING PIPING MATERIALS SCHEDULE

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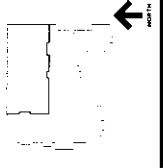


VILLAGE OF HINSDALE

wight

Wight & Company
Engineering
200 S. CARFIELD STREET
HINSDALE, IL 60521
TEL: 630.946.0000
FAX: 630.946.0000

DESIGN
Management



**NOT FOR
CONSTRUCTION**

- 1. DESIGNER: WIGHT & COMPANY
- 2. DATE: 08/11/2011
- 3. PROJECT: VILLAGE OF HINSDALE
- 4. DRAWING: UNDERGROUND SANITARY AND DRAINAGE PLAN
- 5. SHEET: 1 OF 1
- 6. SCALE: AS SHOWN
- 7. REVISIONS: NONE

**VILLAGE OF
HINSDALE PARKING
DECK**

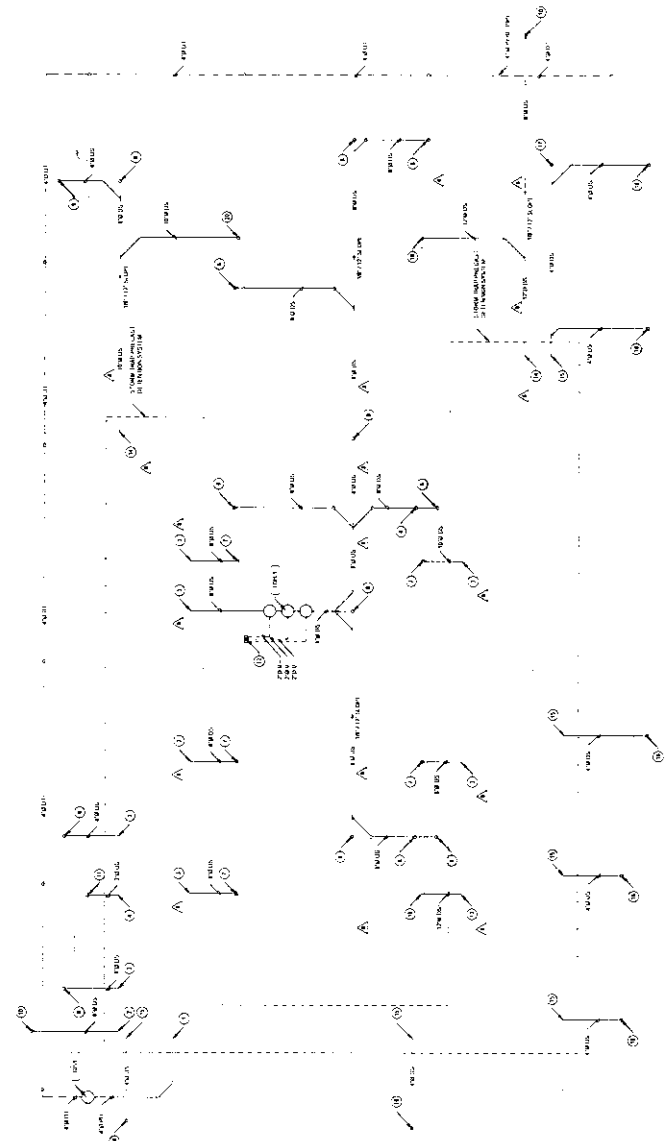
100 S. CARFIELD STREET
HINSDALE, IL 60521

**UNDERGROUND
SANITARY AND
DRAINAGE PLAN**

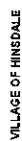
DATE: 08/11/2011
DRAWN BY: J.P.
CHECKED BY: J.P.

P2.00

- NOTES:**
1. ALL SANITARY AND DRAINAGE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS SANITARY AND DRAINAGE CODE, 2008 EDITION, AND THE VILLAGE OF HINSDALE SANITARY AND DRAINAGE ORDINANCES.
 2. ALL SANITARY LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
 3. ALL DRAINAGE LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
 4. ALL LINES SHALL BE 10' DEPT. UNLESS OTHERWISE NOTED.
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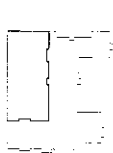


(1) UNDERGROUND SANITARY AND DRAINAGE PLAN
SCALE: 1" = 10' - 0"



wight

Flight & Company
signico.com
2500 North Hollywood
Boulevard, Suite 600
Los Angeles, CA 90028
Tel: 310.766.1000
Fax: 310.766.1975

BSMA
 British Society of Management Accounting

WILSON

NOT FOR CONSTRUCTION

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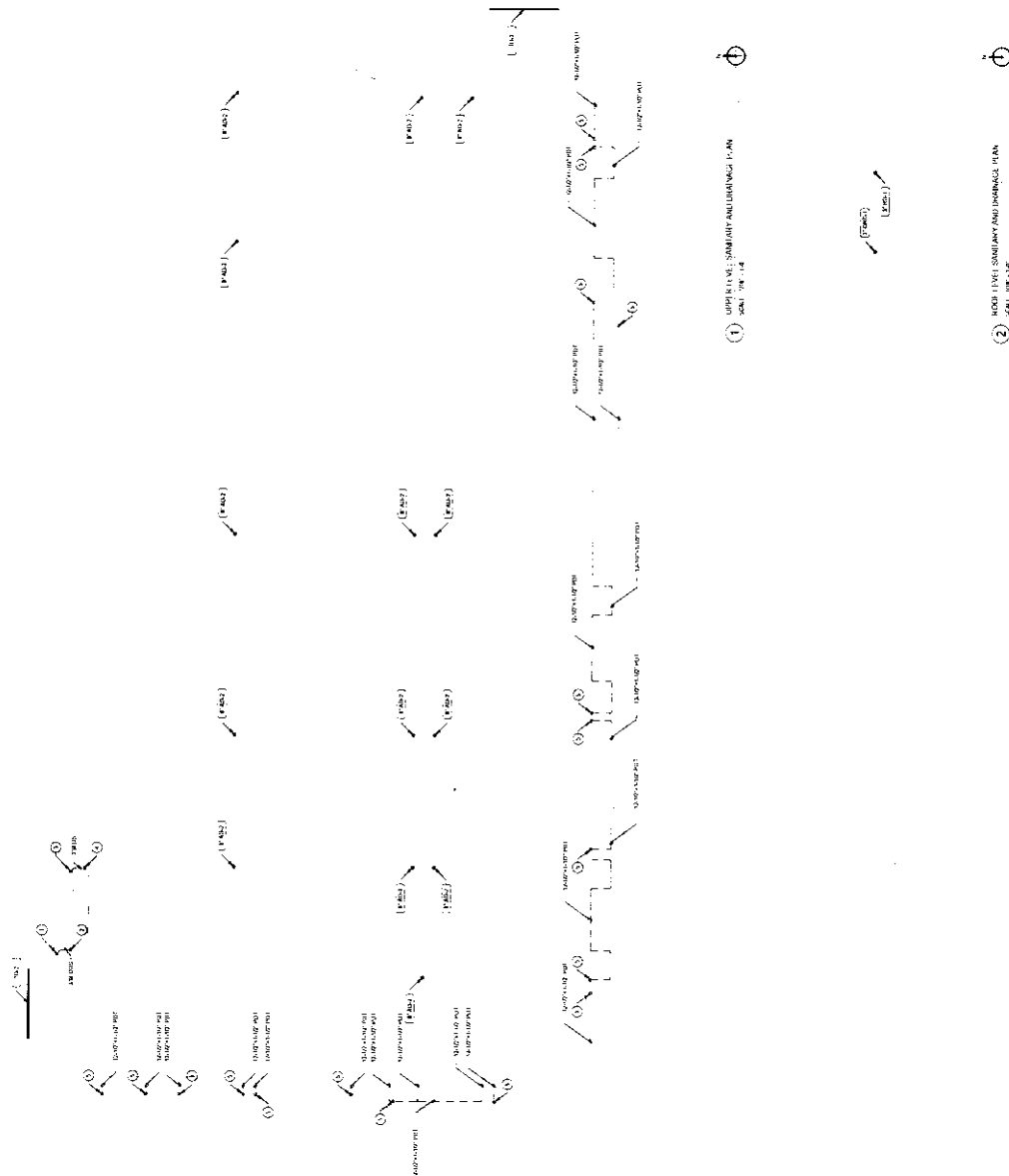
VILLAGE OF
HINSDALE PARKING
DECK

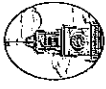
100 S. GARFIELD STREET
CHICAGO, ILL. 60621

**UPPER LEVEL SANITARY
AND DRAINAGE PLAN**

[illegible]

P2.02





VILLAGE OF HINSDALE

Wight

Wight & Company
100 S. GURFIELD STREET
HINSDALE, IL 60521
TEL: 630.359.3800
FAX: 630.359.3879

DESIGN
Design Management

**NOT FOR
CONSTRUCTION**

1. PROJECT LOCATION
2. PROJECT NUMBER
3. PROJECT NAME
4. PROJECT DATE
5. PROJECT DRAWN BY
6. PROJECT CHECKED BY
7. PROJECT APPROVED BY
8. PROJECT DATE
9. PROJECT SCALE
10. PROJECT SHEET NUMBER

**VILLAGE OF
HINSDALE PARKING
DECK**

100 S. GURFIELD STREET
HINSDALE, IL 60521

**PLUMBING SCHEDULES /
DETAILS / RISERS**

P3.01

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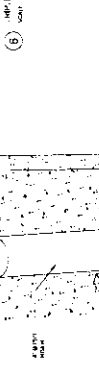
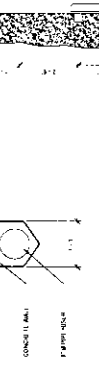
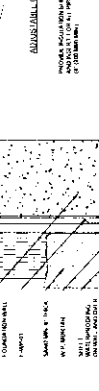
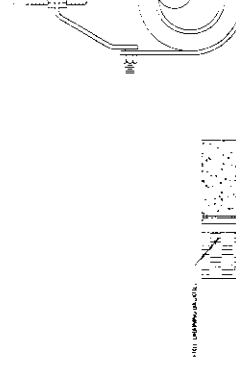
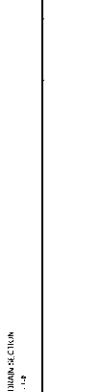
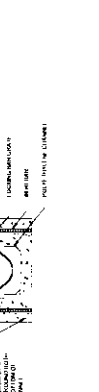
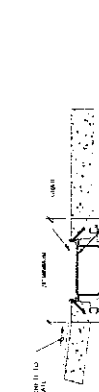
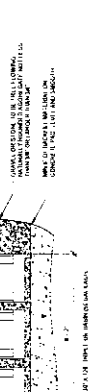
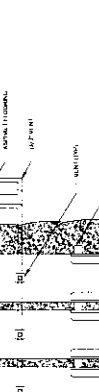
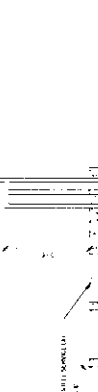
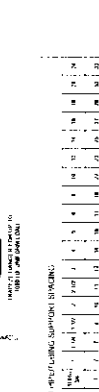
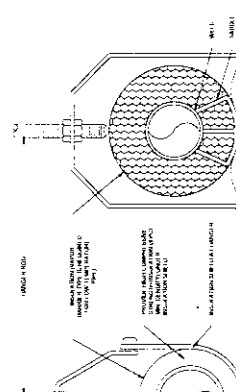
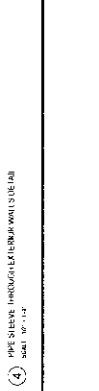
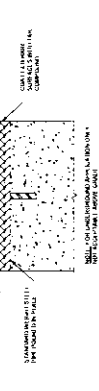
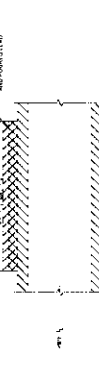
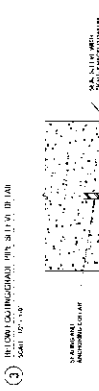
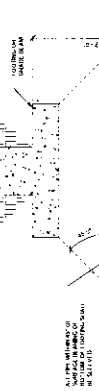
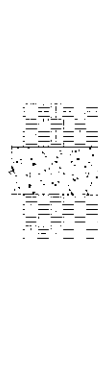
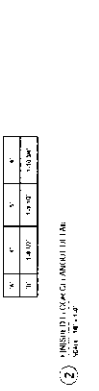
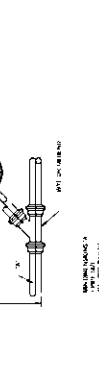
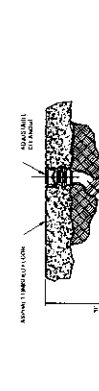
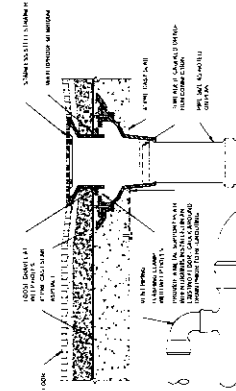
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PLUMBING / BASIN SCHEDULE				
NO.	AREA / ROOM	DESCRIPTION	MODEL	NOTES
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**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**

This Intergovernmental Agreement is made and entered into as of February 26, 2018, by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and **COMMUNITY CONSOLIDATED SCHOOL DISTRICT 181**, an Illinois public school district (the "School District") (each a "Party" hereto and collectively referred to as the "Parties").

RECITALS

A. **WHEREAS**, under authority and funding received in a referendum approved November 7, 2016, the School District is currently in the process of constructing a new Hinsdale Middle School ("HMS") on property owned by the School District located at 100 S. Garfield Street, Hinsdale, Illinois ("HMS Campus"), which is immediately adjacent to the Village's central business district, with the subsequent demolition of the current HMS building (overall, the "HMS Reconstruction Project"); and

B. **WHEREAS**, School District's initial contemplation and planning for the HMS Reconstruction Project involved constructing a surface parking lot to meet the parking needs of the HMS Campus as redeveloped under the HMS Reconstruction Project; and

C. **WHEREAS**, for many years the Village has been in need of significantly more parking for employees of businesses in the Village's central business district, for patrons of central business district stores, restaurants and/or other businesses and for commuter parking; and

D. **WHEREAS**, the Parties have a long history of cooperation regarding their respective parking needs on and immediately adjacent to the HMS Campus; and

E. **WHEREAS**, the proposed HMS Reconstruction Project called for the elimination of 50 parking spaces on the HMS Campus used by the Village for many years for patrons of businesses in the Village's Central Business District; and

F. **WHEREAS**, the Parties recognize that the HMS Reconstruction Project (particularly, the demolition of the current HMS building, which is immediately adjacent to the Village's central business district) presents a unique opportunity for the Parties to collaboratively provide a parking facility for shared use by the School District, the Village and the public; and

G. WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide for the execution of agreements between “public agencies” (such as the Village and the School District) for purposes of cooperatively performing any governmental service or exercising any powers or functions which either of such public agencies is authorized to perform, and, in fact, Article VII, Section 10 of the 1970 Illinois Constitution expressly states: “The State shall encourage intergovernmental cooperation;” and

H. WHEREAS, in order to act on this unique opportunity, the School District and the Village jointly have proposed the construction of a shared-use, two-level parking facility (“Parking Deck”) on the portion of the HMS Campus where the to-be-demolished current HMS building is located (“Parking Deck Parcel”), as shown in Exhibit “A” attached hereto and incorporated into this Agreement (“Parking Deck Construction Project”); and

I. WHEREAS, site plan and exterior appearance plans, and variation requests for the Parking Deck have been reviewed and approved by the Village’s Plan Commission, Zoning Board of Appeals and Board of Trustees; and

J. WHEREAS, the School District and the Village expressly acknowledge that the constituents/taxpayers of these two “public agencies” are not identical and they note that the terms and conditions of this Agreement expressly take this into account in terms of bearing costs and providing benefits to the public, the School District and the Village; and

K. WHEREAS, with regard to the Parking Deck Construction Project, the School District and the Village previously have entered into an Intergovernmental Agreement dated February 13, 2017 (“2/13/17 IGA”) relative to temporary parking arrangements during the HMS Reconstruction Project and a Memorandum of Understanding dated August 3, 2017 (“8/3/17 MOU”) relative to interim funding of some aspects of the Parking Deck Construction Project.

NOW THEREFORE, in consideration of the foregoing Recitals (which are made a part of this Agreement) and the Parties' mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the School District hereby agree as follows:

A. GENERAL AGREEMENT (SHARED-USE PARKING DECK).

The Parties hereby agree that, upon the School District's completion of the demolition of the existing HMS building and clearance (per this Agreement) of the Parking Deck Parcel as part of the HMS Reconstruction Project, the Village shall construct, operate and maintain the Parking Deck on the Parking Deck Parcel for shared use by the School District, the Village and the public, as provided in this Agreement. The Parties acknowledge and agree that this Agreement is intended to remain in force for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years, with financial terms set for the first twenty (20) years per Section D(1)(c) below.

B. PARKING DECK CONSTRUCTION PROJECT.

1. Costs. The Parties hereby agree as follows:

a. Village Responsibilities. The Village shall be responsible for all design and constructions costs regarding the Parking Deck, other than the School District Contribution referenced in Section B(3)(a) below and any School District Change Orders referenced in Section B(3)(b) below.

b. School District.

(i) The School District shall not be responsible for:

(aa) Any design or construction costs for the Parking Deck, other than for: (1) the School District Contribution referenced in Section B(3)(a) below; and (2) any cost differential resulting from any School District Change Orders referenced in Section B(3)(b) below;

(bb) Any repair or restoration for public rights-of-way around the HMS Campus resulting from the HMS Reconstruction Project or the Parking Deck Construction Project, but with the exception that the School District shall be responsible, at its sole cost and expense, for certain repair and restoration to Village

rights-of-way surrounding the HMS Campus and a Village parking lot adjoining the HMS Campus ("Washington Street Lot") pursuant to the 2/13/17 IGA, as now expressly detailed in the Village of Hinsdale ROW Scope document dated February 1, 2018, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

(ii) The School District shall be responsible for its obligations regarding the condition of the site at the Turnover of the Parking Deck Parcel for the Village's construction of the Parking Deck, as described in Section B(4)(f) below.

2. Parking Deck Design.

a. **Preliminary Design.** The Parties hereby agree that the final design of the Parking Deck shall be substantially in accordance with the preliminary architectural design ("Preliminary Design") prepared for the School District by architects Cordogan Clark & Associates, Inc. ("Cordogan Clark"), which were reviewed and approved by the Village's Plan Commission, Zoning Board of Appeals and Board of Trustees. The Preliminary Design is attached hereto and incorporated into this Agreement as Exhibit "C." Such Preliminary Design provides for a two-level parking structure: (i) with brick or brick-look and stone or stone-look accents which are consistent with the architecture and materials for the exterior of the new HMS building; (ii) with not less than three hundred nineteen (319) parking spaces (approximately one hundred eighty-six [186] spaces on the lower level and approximately one hundred thirty-three [133] spaces on the upper level); (iii) with a lower-level access to a storage area for the School District in the lower level of the new HMS building; and (iv) with appropriate lighting (including light-spillage control), access control, security features, landscaping, handicap parking and direct vehicular ingress and egress from/to public rights of way, as required by applicable laws/codes/regulations, by the DuPage County Regional Office of Education, if applicable, and by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees.

b. **Final Plans.** At its expense and in a manner which does not delay or interfere with the HMS Reconstruction Project, the Village shall cause final design drawings, final structural/engineering drawings and final construction drawings and specifications for the Parking Deck (collectively, "Final Plans") to be prepared and approved, on the following terms and conditions:

(i) **School District Approval.** Any material changes from the design aspects of the Preliminary Design described above shall be subject to approval by the School District, which approval shall not be unreasonably withheld, delayed or conditioned. A material change is any change that operationally impacts the use or accessibility of the upper level of the Parking Deck or of the School District's access to the storage area in the lower level of the new HMS building or materially departs from architectural coordination with the design of the new HMS building. In this regard, the Village hereby agrees to report to the School District on a periodic basis during the process of preparing Final Plans, in order to be efficient in dealing with any material changes in design aspects for the Parking Deck.

(ii) **Governmental Approvals.**

(aa) **Village.** The Village shall be solely responsible for obtaining all necessary Village approvals/permits for the Final Plans and for the construction of the Parking Deck. The School District shall cooperate and assist the Village in obtaining all necessary governmental approvals/permits for the Final Plans and for the construction of the Parking Deck as requested by the Village.

(bb) **School District.** To the extent it is necessary for a construction permit for the Parking Deck to be issued by the DuPage Regional Office of Education, the School District shall be responsible for submitting the Final Plans for the Parking Deck to the DuPage Regional Office of Education for their review and issuance of such approval/permit. In such event, in addition to Village requirements, the construction of the Parking Deck also must comply with all regulatory requirements for public school building construction. The School District shall use all reasonable efforts to ensure that the submission, if required to be made, is made in a timeframe that will ensure issuance of the necessary approval/permit prior to the Turnover of the Parking Deck Parcel per Section B(4)(f) below. Any delay in the issuance of such approval/permit that prevents the Village from commencing construction shall be considered delays attributable to the School District. The Village shall cooperate and assist the School District in obtaining the necessary construction permit from the DuPage

Regional Office of Education, as requested by the School District in the event such a permit is necessary.

(iii) **Coordination for Final Plans.** The Parties acknowledge and agree that certain construction details not included in the Preliminary Design will need to be made a part of the construction drawings of the Final Plans in order for the new HMS building to appropriately accommodate the construction of the Parking Deck (e.g. to create a water-tight and structurally appropriate construction tie-in between the Parking Deck and the new HMS building). The Parties agree that such details shall be cooperatively developed between the School District and its consultants and the Village and its consultants.

(iv) **Incorporation of Final Plans.** The Final Plans as approved by all governmental bodies shall be deemed incorporated into this Agreement.

3. **Parking Deck Construction Costs.**

a. **School District Contribution.**

(i) **Amount.** The School District hereby agrees to pay toward the construction costs of the Parking Deck the amount of One Million Three Hundred and Eight Thousand Two Hundred and Fifty-Three and no/100 Dollars (\$ 1,308,253.00) ("School District Contribution").

(ii) **Payment of School District Contribution.** The School District Contribution shall be paid by the School District to the Village in three (3) equal installments. The first installment shall be paid on the Parking Deck Commencement Date (as defined in Section B(4)(g)(iii) below). The second and third installments shall be paid thirty (30) days and sixty (60) days, respectively, after the Parking Deck Commencement Date.

b. **School District Change Orders.** The School District shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design or the HMS Reconstruction Project requested or caused by the School District and resulting in cost increases to the Parking Deck Construction Project (the "School District Change Orders"). The School District shall pay any difference in cost resulting from School District Change Orders. If a School District Change Order approving additional work results in a delay in the

Village's ability to construct the Parking Deck or an increase in the cost of constructing the Parking Deck, the School District shall be required to pay for the increased costs.

c. **Village.** The Village shall pay all costs for the design and construction of the Parking Deck, other than the School District Contribution and differences in costs resulting from any School District Change Orders. The Village shall be solely responsible for, and hereby agrees to pay the cost of, any changes to the Preliminary Design requested by the Village and resulting in cost increases to the Parking Deck Construction Project ("Village Change Orders").

4. **General.**

a. **Standards.** The Village shall construct the Parking Deck in a good and workmanlike manner and on a diligent and timely basis, so as not to interfere with or inhibit the normal operations of the new HMS and so as not to delay or obstruct the progress of the HMS Reconstruction Project. The Parking Deck shall comply with the Final Plans and all governmental approvals.

b. **HMS Safety.**

(i) **General.** The Parties acknowledge and agree that the construction of the Parking Deck will take place on a site which immediately adjoins the new HMS building (while school is in session) and which immediately adjoins Hinsdale's central business district. The Village shall be responsible for taking all reasonable actions, implementing all reasonable traffic control and other safety policies and installing all reasonable barriers/warnings/signs in order to ensure the safety of HMS students, School District employees, visitors to HMS and the public during the construction of the Parking Deck and in order to ensure that operation of HMS will not be physically disrupted in an unreasonable manner.

(ii) **Traffic.** The Village and the School District shall meet to discuss and will work together to mutually agree on traffic plans regarding the HMS Campus (including but not limited to parent drop-off and pick-up locations and school bus drop-off and pick-up locations) for the period of the HMS Reconstruction Project and the Parking Deck Construction Project.

c. **Schedule.** The Village shall provide the School District with a construction schedule prior to commencing construction of the Parking Deck, and shall provide the School District with periodic updates to same in order to keep the School District apprised of Parking Deck construction progress.

d. **Change Orders.**

(i) **Parking Deck.** Other than in the case of exigent circumstances, no significant Village Change Orders or significant other changes from the Final Plans to the scope or nature of the work to be performed by contractors working on the Parking Deck Construction Project shall occur without notification to and review and comment by the School District Owner's Representative, which review and comment shall be provided within seven (7) days of Village notification. The Village acknowledges and agrees that any Change Orders that qualify as Village Change Orders per Section B(3)(c) above shall be payable by the Village, regardless of any School District review and comment.

(ii) **HMS Construction Project.** No significant change orders or significant other changes to the scope or nature of the work to be performed by contractors working on the HMS Reconstruction Project that impact the Parking Deck or the Parking Deck Construction Project shall occur without notification to and review and comment by the Village Owner's Representative, which review and comment shall be provided within seven (7) days of School District notification. The School District acknowledges and agrees that any change orders that qualify as School District Change Orders per Section B(3)(b) above shall be payable by the School District, regardless of any Village review and comment.

e. **Meetings.**

(i) **Preconstruction Meeting.** The Parties' respective representatives, architects and construction managers/general contractors shall meet at the Parking Deck construction site at least four (4) weeks before the scheduled start of construction of the Parking Deck. The purpose of such meeting shall be to coordinate the schedules for the Parking Deck Construction Project and the HMS Reconstruction Project, so that the Parking Deck Construction Project will not be interfered with or delayed and the HMS Reconstruction Project will not be interfered with or delayed.

(ii) **Progress Meetings.** After beginning construction of the HMS Reconstruction Project, and continuing through construction of the Parking Deck, the Parties' respective representatives, architects and construction managers/general contractors shall meet at the HMS Campus or Parking Deck construction site, as applicable, at least once a month until the completion of the Parking Deck ("Progress Meetings"). The respective architects and construction managers/general contractors shall have in attendance at these Progress Meetings personnel who are thoroughly familiar with the Parking Deck Construction Project and the HMS Reconstruction Project and who have decision-making authority. The School District or Village "Owner's Representative," as applicable, shall report the actual progress of the work of each project, indicate the status of each key activity of each project, determine the status of each project, and, together with the respective Party's representatives, architects and construction managers/general contractors, mutually arrive at decisions or actions that may be required to maintain the scheduled completion dates for such projects.

(iii) **General.** The Village agrees to invite the School District's "Owner's Representative" and Superintendent (or designee) to all Progress meetings regarding the Parking Deck Construction Project. The School District agrees to invite the Village's "Owner's Representative" and Village Manager (or designee) to all Progress meetings regarding the HMS Reconstruction Project. Each party shall provide at least forty-eight (48) hours' notice of any such Progress Meeting to the School District or Village and their respective "Owner's Representative." No decisions will be made by either party on an administrative or Board level on any matters concerning the HMS Reconstruction Project or Parking Deck Construction Project that materially impact either the Village or School District without written notice to and written consent by the affected party, which consent shall not be unreasonably withheld, delayed or conditioned. Notices shall be given in conformance with Section F(12) below. The cost of attendance of the Village's "Owner's Representative" and the School District's "Owner's Representative" shall be borne by each party respectively.

(iv) **Reports to School District Board of Education and Village Board of Trustees.** In the event of delays in the HMS Reconstruction Project or Parking Deck Construction Project as reported at any Progress Meeting, the Village or School District, as applicable, agrees to send a representative to the next scheduled meeting of the School District's Board of Education or Village's Board of Trustees in order to provide a report and answer questions.

f. **Condition of Site Upon Turnover to Village for Construction.**
At the time the Parking Deck Parcel is turned over to the Village for the commencement of construction of the Parking Deck ("Turnover"), the Parking Deck Parcel shall be, at School District expense:

(i) Cleared of surface improvements, the HMS building and foundations, except for the following:

(aa) Earth retention system installed to construct the deeper foundations for the Parking Deck; and

(bb) An asphalt section of approximately five (5) feet in width of the alley along the North property line, which has been requested by the Village to remain in order to provide a working surface for the Village's construction of the Parking Deck, as well as earth cover over the water main that runs under this area.

(ii) Graded, after demolition, with the site left at an average elevation of 715 feet above sea level, with: The perimeter of the site sloping from the 715 elevation to meet the existing grade at the perimeter of the site;

(aa) Some lower areas, if the foundation removal extends below elevation 715, with those areas not filled to maintain the average elevation; and

(bb) The School District to provide the Village with spot elevations on a 20' x 20' grid in the North/South and East/West directions, verifying an average grade of 715 feet above sea level.

(iii) Free of all foundation structures, piping, conduits and fixtures from the existing HMS.

(iv) All utilities from the existing HMS shall have been terminated and any related utility infrastructure on the School District's property shall have been removed to the School District's property line. This includes water, sewer, natural gas, electrical and data transmission cables, piping and/or conduit, but this does not include the following utilities, which shall remain:

(aa) The water main located on the North side of the Parking Deck Parcel; and

(bb) Storm water improvements outside the footprint of the Parking Deck Parcel, as shown on previously approved engineering drawings.

All of the foregoing conditions must be met to the reasonable satisfaction of the Village before the Parking Deck Parcel is accepted by the Village for construction, in accordance with Section B(4)(g) below.

g. Completion of the Parking Deck.

(i) **Schedule.** At the date of this Agreement, the schedule for the HMS Reconstruction Project provides for demolition of the existing HMS building and clearance of the Parking Deck Parcel by the School District by February 25, 2019. The School District shall use best reasonable efforts to meet such date.

(ii) **Turnover.** In order to be able to begin construction of the Parking Deck on a timely basis, the Village shall use best reasonable efforts to have its construction firm schedule February 25, 2019 as their mobilization date for the Parking Deck Construction Project and the Parties shall communicate with each other during the period of the School District's demolition of the current HMS building in order to anticipate and schedule the steps required for Turnover of the Parking Deck Parcel as set forth in Section B(4)(f) above. The School District shall notify the Village in writing that the Parking Deck Parcel is ready for Turnover ("Turnover Notice"). As soon as reasonably practicable after receipt of the Turnover Notice and spot elevations verifying an average grade of 715 feet above sea level on the cleared Parking Deck Parcel per B(4)(f)(ii)(cc) above, the Village shall verify whether all preconditions to Turnover as set forth in Section B(4)(f) above have been met to its reasonable satisfaction. Within seven (7) days after receipt of the Turnover Notice and spot elevations, the Village shall notify the School District in writing either:

(aa) that all conditions for Turnover have been met and of its acceptance

of the Parking Deck Parcel for Turnover; or (bb) as to any such conditions which have not been met to the reasonable satisfaction of the Village, in which event the School District's Owner's Representative and the Village's Owner's Representative, together with the respective Party's representatives, architects and construction managers/general contractors, shall use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to confirm compliance with the Turnover conditions, so that the anticipated completion timeframe for the Parking Deck Project may be maintained. If notice of non-compliance is not given in the above-prescribed timeframe, or such timeframe is not extended by mutual agreement of the Parties, then the Parking Deck Parcel shall be deemed to meet the Turnover conditions as of the end of the notice period.

(iii) **Commencement.** The Village shall commence construction of the Parking Deck as soon as reasonably practical after confirmation or deemed confirmation that the Parking Deck Parcel is in compliance with the Turnover conditions set forth in Section B(4)(f) above ("Parking Deck Commencement Date"), but in no event later than thirty (30) days after confirmation or deemed confirmation.

(iv) **Completion.** The Village shall use all reasonable efforts to complete construction of the Parking Deck and open the Parking Deck for use by the Parties within six (6) months after the Parking Deck Commencement Date ("Parking Deck Completion Date"), with the target for completion being the opening of the 2019-2020 school year for HMS, subject only to *Force Majeure* (i.e. events or conditions beyond the reasonable control of the Village, as defined in Section F(11) below) and any delays in the Parking Deck Commencement Date attributable to the School District or other delays attributable to the School District.

(v) **Delays in Completion.** The Parties acknowledge and agree that, if the Parking Deck is not completed and opened for use by the Parking Deck Completion Date for any reason, then:

(aa) **Temporary Parking.** The removal of the temporary parking lot as constructed by the School District for School District employees and visitors to HMS as well as for the general public in the HMS athletic field pursuant to the Parties' 2/13/17 IGA and the School District's restoration of its athletic

field shall be delayed/deferred for a similar period of time as any delay in completion of the Parking Deck ; and

(bb) **Temporary Use of Parks.** In order to help resolve the School District's inability to provide outdoor space for physical education for HMS students at the beginning of the 2019-2020 school year, the Village hereby agrees, if requested by the School District, to allow access to nearby public parks (e.g. Burlington Park; Robbins Park; Veeck Park) for use by HMS students for physical education at no charge to the School District, with the Village also to provide traffic supervision, crossing guards and any other safety measures reasonably required by the School District for having HMS students walk to or be transported to such parks. The School District shall, upon demand, reimburse the Village for the costs associated with traffic supervision, crossing guards, and other safety measures, unless and to the extent any delays in completion of the Parking Deck are the responsibility of the Village.

(cc) **Additional Costs.** If any delays in completion of the Parking Deck are the result of delays caused by the School District, including but not limited to a failure to complete timely Turnover of the Parking Deck Parcel, by February 25, 2019, and such delays result in additional costs to the Parking Deck Construction Project, or require the Village to incur additional charges for design changes in order to timely complete the Parking Deck Construction Project, the School District shall, upon demand from the Village and receipt from the Village of documentation regarding the increased costs, reimburse the Village for such additional incurred costs.

h. **Parking Deck Utilities.** The School District agrees that the Village shall have the right: (i) to utilize the main electrical panel of the new HMS building for electrical service connection regarding the Parking Deck, but with a separate electric meter/submeter for the Parking Deck (in lieu of direct connection to main electrical service lines); (ii) to tap into the sprinkler system of the new HMS building (with use of the HMS building's fire pump) if a sprinkler system will be installed for the lower level of the Parking Deck; and (iii) to connect the Parking Deck fire alarm system to the fire alarm system for the new HMS building, so that any required fire alarm devices (e.g. detectors, pull

stations, notification devices) in the Parking Deck and any activation of the Parking Deck's sprinkler system would be linked to the fire alarm system for the new HMS building (in lieu of a separate stand-alone fire alarm system for the Parking Deck). The Village shall be responsible for the costs of utility connections for the exclusive use of the Parking Deck.

i. **Easements.** The School District agrees that, for the Parking Deck, the Village shall have the right of access to the storm trap installed or to be installed South of the new HMS building. The Village shall have the right, but not the obligation, to access, inspect and perform emergency repairs on all BMP and storm water detention facilities on the HMS Campus throughout the term of this Agreement.

j. **Coordination of Storm Water Permits.** The Parties acknowledge and agree: (i) that, per the School District's architectural and engineering consultants, the portion of the HMS Campus which will be disturbed for demolition of the existing HMS building and for construction of the Parking Deck will have an independent storm water management system that shall meet the DuPage County Storm Water Ordinance, but which will be the subject of subsequent permitting at a later date, as a separate phase from the already-issued permit(s) for the rest of the HMS Reconstruction Project (i.e. for the new HMS building and associated utilities and storm water management features, the temporary parking lot and associated storm water management facilities, and temporary material storage areas); and (ii) That the Parking Deck Parcel will have some overlap into the disturbed area(s) designated for the storm water permit(s) regarding the rest of the HMS Reconstruction Project. The Parties agree to cooperate with regard to designating overlap areas and with regard to the storm water permit application and process for the Parking Deck Parcel. The Village shall be responsible for the costs of the storm water permit for the Parking Deck.

C. **OPERATION OF THE PARKING DECK.**

1. **Allocation of Parking Spaces.** Upon completion of the Parking Deck, the 133 spaces on the upper level of the Parking Deck shall be allocated to the School District ("School District Spaces") and all parking spaces on the lower level of the Parking Deck (approximately 186 spaces) shall be allocated to the Village ("Village Spaces"), subject to the terms and conditions of the Parties' shared use of the Parking Deck as provided in this Agreement or any mutually-agreed written/signed amendment to this Agreement. The Parties agree to cooperate with each other in terms of the design for and the striping of traffic lanes and parking spaces on the upper level of the Parking Deck.

2. **School District Spaces.**

a. **General.** School District employees and visitors to HMS shall have unrestricted access to and the right to use the School District Spaces in the Parking Deck at no charge at all times, except as may be arranged for Village use of the School District Spaces in accordance with Sections C(3)(b), C(4) and C(5) below. Use of spaces in the Parking Deck by School District employees and visitors to HMS shall not exceed the number of allowed School District Spaces, except in the case of Designated School District Activities for which the School District's use of some or all Village Spaces is requested and approved, as set forth in Section C(5)(d)(ii) below.

b. **Identification of Vehicles.** The Village will provide the School District with a sufficient number of parking permits (e.g. window or bumper decals) and access cards (if applicable) for School District employees. The School District shall be responsible for: (i) implementing policies and procedures for visitors with school business using the upper level of the Parking Deck (including but not limited to designating certain parking spaces for visitors); (ii) for monitoring parking by visitors; and (iii) for communicating such policies and procedures and the results of such monitoring to the Village for purposes of the Village's enforcement of parking restrictions/regulation for the Parking Deck. The Parties may from time to time review and modify the methods to be used to identify vehicles which are entitled to park free of charge in School District Spaces.

3. **Village Spaces.**

a. **Public Use.** The Village shall determine, in its sole discretion, how to permit the public to park in the Parking Deck, including but not limited to:

(i) **Village Spaces.** Allowing parking in the Village Spaces on such terms as the Village from time to time may determine, including but not limited to use by: (i) employees of downtown Hinsdale businesses; (ii) patrons of downtown Hinsdale stores, restaurants and/or other businesses; and (iii) commuter parking.

(ii) **School District Spaces.** Allowing parking in the School District Spaces at times other than during School Hours on School Days (defined in Section C(4) below) or during the times of Designated School District Activities (defined in Section C(4) below), as may be arranged by

mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed. See also Section C(8) below.

b. **School District.** The Parties agree to cooperate with each other in terms of the School District's use of the Village Spaces, as may be arranged by mutual agreement of the Parties when preparing the Parking Deck Use Calendar referenced in Section C(5) below or as otherwise mutually agreed.

4. **School Days/Hours; School District Activities.** For purposes of this Agreement: (i) attendance days for School District staff or students during the regular school year shall be referred to herein as "School Days" and "School Hours" shall be between the hours of 6:00 am and 4:00 pm Central Time; and (ii) scheduled daytime or evening events or activities on the HMS Campus (including but not limited to: back-to-school nights; science fairs and similar events; parent-teacher meetings; faculty development events; HMS "open houses;" designated HMS student events; and designated sporting events taking place on the HMS Campus, including scheduled HMS sporting events and scheduled sporting events which are the subject of School District approval and rental agreements regarding HMS facilities) (collectively, "Designated School District Activities"). For purposes of this Agreement, the applicable periods of time regarding School District parking for Designated School District Activities shall be the times during which the events or activities occur plus one (1) hour before and one (1) hour after such Designated School District Activities. Except for School Days and School Hours and Designated School District Activities, the School District spaces shall be available for general public parking, under terms and conditions determined by the Village.

5. **Parking Deck Use Calendar.**

a. **General.** Prior to the start of each HMS School Year, the Village and the School District shall meet to discuss and will work together to mutually agree on and create an annual calendar regarding their anticipated shared use of the Parking Deck ("Parking Deck Use Calendar").

b. **Content.** The Parking Deck Use Calendar shall include a list of: (i) School Days; (ii) holidays, breaks or other weekdays in the approved school-year School District calendar when HMS is not in session and HMS staff are not required to be present; and (iii) Designated School District Activities.

c. **Adjustments.** It is understood and agreed by both Parties that the Parking Deck Use Calendar shall be periodically reviewed (such reviews shall take place as needed, at the request of either the School District or the Village) and may need to be periodically adjusted due to unforeseen schedule changes, added/deleted School Days or Designated School District Activities and/or other reasons.

d. **Cooperation.**

(i) **Village Requests.** The Parking Deck Use Calendar shall also list known days/nights for which the Village would like to make use of School District Spaces due to anticipated parking needs for the Village's Central Business District (e.g. Christmas Walk). The School District shall make all reasonable efforts to make the School District Spaces available for use by the Village on such requested days/nights/hours, other than for School Hours during School Days or for Designated School District Activities.

(ii) **School District Requests.** The Parking Deck Use Calendar shall also list known days/nights for which the School District would like to make use of the Village Spaces due to anticipated parking needs in excess of the number of School District spaces (e.g. back-to-school nights; concerts; certain athletic events). The Village shall make all reasonable efforts to make the Village Spaces available for use by the School District on such requested days/nights/hours. For approved uses of the Village Spaces by the School District, the Village shall make all reasonable efforts to temporarily close all or a portion of the Village Spaces or otherwise advise the general public (e.g. by signage) in order to make the Village Spaces available at no charge for such Designated School District Activities.

(iii) **Conflicts.** The Village expressly acknowledges that the existence of the Parking Deck must not unreasonably interfere with the operation of the adjacent new HMS and, as such, any conflict in terms of access to and use of the upper level of the Parking Deck for School Hours during School Days or for Designated School District Activities shall be resolved in favor of the School District in all instances. The School District acknowledges that any conflict in terms of access to and use of the lower level of the Parking Deck shall be resolved in favor of the Village in all instances.

6. Other Responsibilities.

a. **General Maintenance and Repair.** The Village shall be responsible for providing and shall pay all costs of all general maintenance and repair obligations for the Parking Deck, shall keep the Parking Deck in good repair at all times, and shall not permit the Parking Deck to become unsightly or unsafe. Such maintenance and repair activities shall include, but are not limited to: (i) regular periodic cleaning of driving/parking surfaces, walls, ceilings and stairwells; (ii) regular periodic maintenance and cleaning/repair/replacement (as needed) of light fixtures, windows or glass panels, doors and door and other hardware; (iii) regular periodic maintenance and repair/replacement (as needed) of the sprinkler system for the lower level of the Parking Deck, including but not limited to periodic testing of such system (including portions of the system located inside the new HMS building); (iv) maintenance/repair and replacement (as needed) of Parking Deck and related traffic signage; (v) regular periodic garbage removal/collection; (vi) replacement of light bulbs and/or light fixtures as needed; (vii) periodic re-striping of parking spaces, handicap parking spaces, "no parking" areas and directional arrows (if applicable), as needed; and (viii) driving/parking surface repairs and patching, as needed. See also Section D(1) below. The School District will be required to pay an annual fee for maintenance of the Parking Deck's infrastructure. See Section C(6)(f) below.

b. **Landscaping.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as of maintaining and, if/when necessary, replacing all landscaping on or immediately adjacent to and appurtenant to the Parking Deck, including but not limited to landscape islands on the upper level of the Parking Deck, and exterior landscape screening, parkway trees and other landscape treatments required by the Village Zoning Board of Appeals, Plan Commission and Board of Trustees for the Parking Deck.

c. **Security.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing, as well as of maintaining, such other security measures as it deems necessary in and around the Parking Deck, and shall provide all other services the Village deems necessary to ensure the security and safety of the Parking Deck. The Village shall have primary responsibility for responding to emergency situations involving the Parking Deck at all times. School District personnel may assist Village emergency personnel when practicable. Any student or School District employee who may be involved in a disciplinary infraction on the premises of the Parking Deck shall be subject to

School District disciplinary procedures in the same manner as on all other areas of the HMS campus.

d. **Utilities.** The Village shall pay the costs for all utilities serving the Parking Deck. In the event that the Village determines to install any electric vehicle charging stations in the Parking Deck, the Village shall be responsible for providing and shall pay all costs of purchasing and installing as well as all electricity costs associated with any such charging stations.

(i) **Electrical.** Because the Parking Deck will utilize a separate electric meter/submeter from the main electrical panel of the new HMS building per Section B(4)(h) above, the Parties agree:

(aa) The Village will use best reasonable efforts to place the billing account for the Parking Deck meter/submeter in the name of the Village and, if this is not permitted by the electrical service provider, the Parties agree to cooperate so that the Village will make direct payments to the electrical service provider for the electricity usage of the Parking Deck.

(bb) The School District shall be permitted to continue its participation in "demand management programs" of the electrical service provider, in order to obtain rebates for reducing the electrical service draw of the new HMS building when requested by the electrical service provider during times of peak electrical service demand.

(ii) **Water.** In addition to paying the costs for connecting the Parking Deck's lower level sprinkler system to the sprinkler system of the new HMS building (with use of the HMS building's fire pump) per Section B(4)(h) above, the Village shall be responsible for paying for all water use and any related sewer charges for the Parking Deck.

e. **Parking Enforcement.**

(i) **General.** The Village shall be responsible for providing and shall pay all costs for purchasing and installing access control features for the Parking Deck and for enforcement of parking restrictions/regulations in the Parking Deck, including but not limited to

enforcing days and hours when the upper level is restricted for the School District's use of the School District Spaces.

(ii) **Fines.** The Parties hereby agree that enforcement of day/hour parking restrictions may include fines to be assessed for violators and towing of unauthorized vehicles from the Parking Deck at the owners' expense (including for School District Spaces), with appropriate notice signage posted in and about the Parking Deck.

(iii) **Periodic Review.** The Parties agree to make all reasonable efforts regarding the establishment of and periodic review and, if necessary, revision of parking restriction policies and mechanisms for the Parking Deck.

f. **Parking Infrastructure.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing any gates, access control systems, pay boxes, security cameras and monitoring/recording system and other parking management systems (collectively, the "Parking Infrastructure") for the Parking Deck. The Village shall own the Parking Infrastructure following installation and shall pay for all maintenance, repair and replacement costs for the Parking Infrastructure following its installation.

g. **"Pay Lot."**

(i) **Village Spaces.** The Village, at its option, may choose to make the Village Spaces of the Parking Deck a "pay lot" and, in such event, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue.

(ii) **School District Spaces.** For any times when the School District Spaces of the Parking Deck are made available for Village use, the Village shall be responsible for implementing any and all policies and procedures for such public use of the School District Spaces, for installing any and all temporary signage indicating public access to the School District Spaces and, if the Village determines to charge the public for such use of the upper level, the Village shall be entitled to receive and shall be solely responsible for collection of all parking revenue. Any Village use of the School District Spaces of the Parking Deck is subject to the Village's obligations hereunder to allow School District employees and

HMS visitors to park in the School District Spaces in conformance with Section C(2) of this Agreement.

h. **Signage.** The Village shall be responsible for providing and shall pay all costs of purchasing and installing and maintaining signage on, in and adjacent to the Parking Deck clearly indicating areas and days/times reserved for School District parking (e.g. signs at Parking Deck entrances indicating "fee parking," "parking by permit only" "free parking") and the Village shall be responsible for enforcing such regulations. The Village also shall be responsible for installing and maintaining signage on Washington Street, in or adjacent to the East/West public alley immediately adjoining the North side of the Parking Deck and on Garfield Street, indicating traffic flow directions for and around the vehicle access points to the Parking Deck.

i. **Snow Removal.** In consideration for the payment to the Village by the School District of the annual amounts set forth in Section D(1) below, the Village shall be responsible for all snow plowing and snow removal obligations and salting/sanding for the driving/parking surfaces of the Parking Deck, as follows:

(i) **Village Responsibilities.**

(aa) **Parking Deck.** The Village shall use best reasonable efforts to promptly plow and remove snow from and, as the Village determines needed, to promptly salt/sand accumulations of snow/ice on the driving/parking surfaces of the upper level of the Parking Deck and shall be responsible for clearing any snow which may accumulate in the lower level of the Parking Deck or in Parking Deck stairwells, as needed.

(bb) **Access Routes.** The Parties acknowledge: (1) that the School District's temporary access route for student drop-off/pickup areas for the current HMS building during the HMS Reconstruction Project is, and that the access route to the upper level of the Parking Deck and the primary access to student drop-off/pickup areas for the new HMS on the Parking Deck will be, by way of Washington Street, then eastward through the Washington Street Lot and then through a public alley which empties out onto Garfield Street ; and (2) that, beginning in approximately January of 2019, the School District's temporary student drop-off /pickup areas will be on the East side of Washington Street between Third

Street and Second Street, as such alley will be temporarily closed for the demolition of the current HMS building and for the Parking Deck Construction Project. Pursuant to its normal priorities for plowing of Village rights-of-way, and excluding sidewalks not normally cleared by Village crews or contractors, the Village shall use best reasonable efforts to promptly plow and remove snow from, and, as the Village determines is needed, to promptly salt/sand accumulations of snow/ice on such access routes.

(ii) **Cooperation.** The Parties agree to make all reasonable efforts in terms of establishing and implementing mutually-agreed methods for snow removal, maintaining methods of communication regarding snow removal and having periodic review and, if necessary, revision of the snow removal methods so that snow removal will be coordinated and accomplished in an efficient, economical, time-sensitive and safe manner for the School, District and in accordance with Village snow removal priorities.

7. **Oversize Vehicles; Damage.** The design for the upper level of the Parking Deck shall accommodate not only the vehicles to be parked thereon, but also HMS students (for fire drills or emergency evacuations of the new HMS building), "Type A" school buses or vans weighing 16,500 pounds or less for special education students who must be dropped off and picked up immediately adjacent to an entrance to the new HMS building (main drop-off and pick-up locations for full-size school buses to be located elsewhere on the HMS Campus), snow plowing vehicles weighing 16,500 pounds or less, and ambulances or other emergency vehicles weighing 16,500 pounds or less. The Village shall be responsible for installing and maintaining a system and signage at the Parking Deck entrances restricting vehicle heights and weights, in order to prevent damage to the Parking Deck from tall vehicles (lower level) or, for the upper level, to prevent damage from trucks or other vehicles exceeding 16,500 pounds and for enforcing such regulations. The School District shall take all reasonable steps to prevent damage from occurring to the Parking Deck due to delivery vehicles and overweight trucks, and shall be responsible for reimbursing the Village upon demand for damage caused to the Parking Deck by such trucks or vehicles or by reason of other School District uses or activities. It is acknowledged and agreed by and between the Parties that no semi-trucks of any size or type and no delivery trucks or other vehicles in excess of 16,500 pounds (other than emergency vehicles and such vehicles as are necessary to remove accumulated snow from the Parking Deck) shall be allowed on/in the Parking Deck at any time.

8. **Non-Parking Uses (Upper Level).** The Parties acknowledge and agree that any non-parking uses of the upper level of the Parking Deck by the Village (e.g. merchants' "sidewalk sale;" Farmers' Market; shall require the approval of the School District, which approval shall not be unreasonably withheld, and scheduling as part of the Parking Deck Use Calendar referenced in Section C(5) above.

9. **Warranties and Warranty Work.** The Parties acknowledge and agree that, with the Village being responsible for the design, construction and operation/maintenance of the Parking Deck, but with the Parking Deck being on the HMS Campus, all warranties of contractors/subcontractors/suppliers regarding the Parking Deck shall run in favor of the Village and the School District, but the Village shall be responsible for notifying contractors/subcontractors/suppliers as applicable for necessary/requested Warranty work on the Parking Deck, for monitoring all Warranty work and for scheduling all Warranty work in conjunction with the School District.

10. **Unanticipated Costs/Expenses.** The Parties acknowledge and agree that, in the event of unanticipated expenses for the operation of the Parking Deck, the Village shall be responsible for such expenses, unless such expenses are shown to be related to School District use of the School District Spaces or the result of the School District's or its agents' actions or inactions.

D. GENERAL ADMINISTRATIVE MATTERS.

1. **Consideration.** The parties acknowledge and agree as follows:

a. **Village.** In the process of obtaining zoning approvals for the Parking Deck and finalizing the terms for this Agreement, it was determined by the Parties that the actual costs for the School District to construct an asphalt surface parking lot on the Parking Deck Parcel (i.e. the basis for the School District Contribution) to meet Village zoning and land use requirements exceeded the preliminary amount for a surface lot originally provided to the School District by its consultants, which amount had been used for purposes of the School District's budget for the November 2016 referendum ("Referendum") that provided funding approval for the HMS Reconstruction Project. The Parties agree that they and their respective consultants have reconciled—that the cost of constructing an asphalt surface parking lot on the Parking Deck Parcel site meeting Village zoning and land use requirements is \$ 2,209,936.00. The Parties have agreed that, in lieu of a payment to the School District in consideration for the use of the Parking Deck Parcel for the Parking Deck: (i) the School District Contribution shall remain limited to \$1,308,253.00, as set forth in Section

B(4)(a)(i) above; (ii) the Village will pay the shortfall amount (\$ 901,683.00) as a part of its obligations to pay for the design and construction costs for the Parking Deck, with such amount being deemed to be prepaid and amortized over a period of the first twenty (20) years after the Parking Deck Completion Date. The Village also agrees to honor a bid submitted by DeGraf Concrete and accepted by the School District regarding increased costs of concrete for the new HMS building and Parking Deck, which increased costs resulted from accommodations to the HMS Reconstruction Project made for the Parking Deck and delays incurred due to litigation against the School District regarding notices for its Referendum for the HMS Reconstruction Project. Prior to this Agreement, certain costs were incurred with Cordogan Clark regarding the architectural design and engineering for the HMS Reconstruction Project in order to accommodate the Parking Deck (including but not limited to providing for a deeper foundation for the new HMS building and providing for electric service connections through the main electrical panel for the new HMS building). The Village agrees to be responsible for resolving with and paying to Cordogan Clark the reasonable amount for such architectural/engineering costs, with the right to contest bills previously submitted by Cordogan Clark for such costs.

b. **School District.** In consideration for the Village taking on the obligations to manage and operate the Parking Deck pursuant to this Agreement, the School District shall pay to the Village an annual amount of \$ 18,620.00, which amount (calculated at \$140.00 per parking space) is the School District's historical cost for annual maintenance of an asphalt surface parking lot, including sealcoating/stripping, curb painting, snow removal, salting, lighting and landscaping maintenance ("Annual Maintenance Amount"). with such Annual Maintenance Amount to be in effect for the first twenty (20) years after the Parking Deck Completion Date. The Parties agree that such Annual Maintenance Amount shall be for the School District's "fiscal years" (i.e. July 1 through the following June 30) ("School Year"). In this regard, the School District shall pay to the Village a prorated portion of the Annual Maintenance Amount for the period from the Parking Deck Completion Date through the end of the 2019-2020 School Year (prorated payment due thirty [30] days after the Parking Deck Completion Date) and for School Years thereafter the Annual Maintenance Amount shall be due on the first day of each July, in order to align with the School District's fiscal year budgets.

c. **Adjustments After Twenty (20) Years.** The Parties acknowledge and agree:

(i) **First Twenty (20) Years.** That the anticipated useful life of the Parking Deck is at least forty (40) years, but that the consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall remain in effect for the period of the first twenty (20) years after the Parking Deck Completion Date; and

(ii) **Remaining Years.** That, for the remaining useful life of the Parking Deck after the first twenty (20) years, the Parties' respective consideration amounts set forth in Sections D(1)(a) and D(1)(b) immediately above shall be subject to negotiation and resolution by the Parties for such subsequent period(s) of time as they shall determine, based on: (aa) the Parties' experience with operational costs and expenses and revenues for the Parking Deck; (bb) capital improvements needed to prolong the useful life of the Parking Deck; and (cc) any other factors deemed appropriate by the Parties. All such adjustments to the Parties' respective consideration amounts shall be set forth in written Amendments to this Agreement. The Parties agree to use best reasonable efforts to meet, discuss and reach resolution as soon as reasonably practicable, in order to have such Amendments approved and executed at least ninety (90) days prior to the end of the applicable expiring period.

2. **Insurance.**

a. **Parking Deck Construction.**

(i) **Village.** The Village shall provide sufficient property/casualty and liability insurance during the construction of the Parking Deck, with coverage including but not limited to that for any possible damage to the immediately-adjointing new HMS building. The School District acknowledges that, as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck caused by the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions. The Village acknowledges that the School District is self-insured through the Collective Liability Insurance Cooperative ("CLIC"). The Village expressly agrees to have the foregoing insurance requirements, at the option of the School District, provided through CLIC rather than through purchased insurance.

b. **Completed Parking Deck.** Upon completion of the Parking Deck:

(i) **Village.** The Village shall provide liability insurance covering the Parking Deck in the same manner as the Village insures other Village facilities, naming the School District as an additional insured. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). The School District expressly agrees to have the foregoing insurance requirements, at the option of Village, provided through IRMA rather than through purchased insurance.

(ii) **The School District.** The School District shall provide property and liability insurance covering the land of the Parking Deck Parcel and the Parking Deck in the same manner as the School District insures other School District premises, naming the Village as an additional insured. The School District's liability coverage must include any possible damage to the Parking Deck as a result of the District's negligent use of the School District Spaces on the upper level, or caused by the School District's or its agents' negligent actions or inactions.

c. **Coverage.** The Parties shall procure/maintain, at their respective expense, insurance which covers the Parties and their respective officials and employees for their use of the Parking Deck pursuant to this Agreement, as follows:

Commercial General Liability (Including contractual liability coverage): \$5,000,000 combined single limit per occurrence for bodily/personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$10,000,000.

d. **Certificates.** Each Party shall furnish the other party with a certificate of insurance or coverage, as applicable, evidencing the required coverage. Said certificates shall provide that, for the duration of this Agreement, the insurance policy or self-insurance shall not be suspended, cancelled or reduced in coverage or amount except after prior notice to the other party pursuant to the notice provisions contained in Section F(12) below herein.

e. **Primary.** Each Party's insurance or self-insurance shall be primary as respects such Party's liability and the other Party's insurance or self-insurance shall not contribute with it. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

f. **General.** Nothing contained in this Agreement shall be construed as a waiver, restriction or limitation of any and all immunities and/or defenses available to either Party in any third-party action, including but not limited to the Illinois Tort Immunity Act.

3. **Damage to the Parking Deck.** The parties acknowledge and agree:

a. **General.** If at any time the Parking Deck is damaged to the extent of less than fifty percent (50 %) of its cost of replacement at the time of such damage, then repairs shall be undertaken pursuant to applicable insurance coverage for the Parking Deck and the Parties agree to cooperate with each other in terms of their shared use of the Parking Deck and the scheduling of repair work.

b. **Material Damage.** If at any time the Parking Deck is damaged to the extent of fifty percent (50 %) or more of its cost of replacement at the time of such damage, then, upon mutual agreement of the Village and the School District, the Parties may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary

parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain, in conformance with Village Codes, School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

4. **End of Parking Deck Useful Life.** The Parties acknowledge and agree that this Agreement is intended to apply for the useful life of the Parking Deck, which is anticipated to be at least forty (40) years. At the end of the useful life of the Parking Deck as mutually determined by the Parties, then, upon mutual agreement of the Parties, the Village and the School District, may either: (a) at the shared cost of the Parties (subject to negotiation and resolution at the time) demolish and remove the Parking Deck and construct a new Parking Deck substantially identical to the damaged/demolished Parking Deck, with this Agreement to continue in effect and with the parties to use best reasonable efforts to cooperate with each other in terms of providing temporary parking arrangements; or (b) demolish and remove the Parking Deck and, upon conformance by the School District with the Village's Zoning Code application requirements and other Village Codes and regulations, the Village shall entertain School District requests for permits and zoning and other approvals necessary to allow the School District to proceed with the construction of a surface parking lot on the Parking Deck Parcel site or elsewhere on the HMS Campus, with this Agreement to be terminated.

5. **Indemnifications.**

a. **By the Village.**

(i) **Construction of Parking Deck.** The Village shall indemnify, defend and hold harmless the School District from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the Village's construction of the Parking Deck, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the School District.

(ii) **General.** The Village, to the extent permitted by law, shall indemnify, hold harmless and defend the School District, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related

to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the Village in its performance under this Agreement. The Village shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the School District, its officials, employees and agents, in any such action, the Village shall, at its own expense, satisfy and discharge the same.

b. **By the School District.**

(i) **HMS Reconstruction Project.** The School District shall indemnify, defend and hold harmless the Village from and against any mechanic's liens and any claim of loss or injury to persons or property arising out of the School District's construction of the HMS Reconstruction Project, except for any loss or injury proximately caused by the negligence of, or willful and wanton misconduct of, the Village.

(ii) **General.** The School District, to the extent permitted by law, shall indemnify, hold harmless and defend the Village, its elected and appointed officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorneys' fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or liability resulting from or connected with the negligent or willful acts, errors or omissions of the School District in its performance under this Agreement. The School District shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, officers, employees and agents, in any such action, the School District shall, at its own expense, satisfy and discharge the same.

c. **No Waiver of Immunity.** Neither the School District nor the Village, while performing under the terms of this Agreement, shall be deemed to waive any governmental immunity or defense to which the School District or Village would otherwise be entitled under statute or common law.

6. Dispute Resolution.

a. **Mediation.** If either Party fails to comply with its responsibilities for payments under this Agreement or as to performance of any other term, provision or obligation in this Agreement relative to its responsibilities to the other Party, and does not remedy such failure to comply within thirty (30) days after written notice from the other Party, or if the Parties otherwise mutually agree, then a third party will mediate the dispute. The Parties agree to utilize the services of a neutral mediator for such mediation, in order to facilitate a mutually agreeable and realistic resolution of any such dispute in a manner that does not delay the Parking Deck Construction Project, the HMS Reconstruction Project, the performance of a maintenance obligation, or other obligations hereunder. The Parties further agree that the cost of mediation shall be shared evenly between the Parties.

b. **Arbitration.** If a dispute is not resolved through mediation within fourteen (14) days after the initial notice requesting such remedy is given, then either party may submit the dispute to binding arbitration before a single arbitrator. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Parties agree that the substantially-prevailing Party shall be entitled to recover its costs and expenses (including but not limited to reasonable attorneys' fees) incurred in such arbitration.

E. MISCELLANEOUS.

1. **Governing Law.** The Parties agree that this Agreement and any subsequent Amendment(s) hereto shall be governed by and construed and enforced in accordance with, the laws of the State of Illinois in all respects (e.g. matters of construction, validity, and performance), including but not limited to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, as well as any and all applicable provisions of the Illinois School Code.

2. **Authority.** The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon the Parties and signatories hereto.

3. **Amendments.** The terms of this Agreement may be amended only in writing with the mutual approval of the Parties, upon approval by the Board of Trustees of the Village and the School District's School Board. If either Party desires to amend

this Agreement, written notice of such desire/intent shall be given to the other Party at least thirty (30) days in advance of consideration of the subject modifications.

4. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

5. **No Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the advance written consent of the other Party.

6. **Necessary Documents.** Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement.

7. **No Waiver.** No deferral to enforce or non-enforcement of any obligation or default of one Party shall be implied from the omission or deferral by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

8. **Performance.** Time is of the essence regarding the Parties' performance of this Agreement.

9. **Service Contractors.** The Parties acknowledge and agree that they may perform their respective maintenance and other obligations hereunder either with their own employees and equipment or, in their sole discretion, through third-party contractors of their choosing; provided that any such contractors shall be sufficiently insured for their actions/work in and about the Parking Deck, with certificates of such insurance provided to the Parties prior to contractors beginning any work in or about the Parking Deck.

10. **Individuals.** No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

11. **"Force Majeure" (Events Beyond Reasonable Control).** For purposes of this Agreement, "Force Majeure" (Events Beyond Reasonable Control) shall include the following, without limitation: impossibility of performance; strikes or other labor disputes; shortages of materials; significant adverse weather conditions or other "acts of God" (including without limitation: storms, wind, tornadoes, floods, earthquake); other casualty events, including without limitation: fires, explosions; floods, acts of government agencies or quasi-governmental agencies, other than the School District and the Village; Court injunctions; acts or threats of terrorism; war).

12. **Notices.** All notices and requests required pursuant to this Agreement shall be sent by email, to the email addresses specified below. If requested by either the Village or the School District, follow-up requests will be sent by certified mail, return-receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to the Village, to:

Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521

Currently:

Ms. Kathleen Gargano
kgargano@villageofhinsdale.org

If to the School District, to:

Superintendent
115 West 55th Street
Clarendon Hills, IL 60514

Currently:

Dr. Don White
dwhite@d181.org

In addition to the addresses specified above, e-mail notices also shall be directed, as follows:

If to the Village, to:

Village President
Currently:
Thomas K. Cauley
tcauley@sidley.com

Assistant Village Manager
Currently:
Bradley Bloom
bbloom@villageofhinsdale.org

Village Representative
Currently:
John Doherty
john.doherty@jdohertyassociates.com

If to the District, to:

Board President
Currently:
Jennifer Burns
jburns@d181.org

Chief Financial Officer & Treasurer
Currently:
Mohsin Dada
mdada@d181.org

CCSD 181 Representative
Currently:
Kerry Leonard
kleonard@d181.org

The Parties agree to provide each other with current lists of officials/representatives, as well as street addresses and e-mail addresses.

13. **Entire Agreement.** This Agreement, along with "An Intergovernmental Agreement Between the Village of Hinsdale and Community Consolidated School District 181 for Temporary Parking During Hinsdale Middle School Construction" dated February 13, 2017, a "Memorandum of Understanding Between the Village of Hinsdale and Community Consolidated School District 181" dated June 13, 2017, and a Memorandum of Understanding between the Parties dated August 3, 2017, shall constitute the entire agreement of the Parties relative to the construction, operation, cost-sharing and maintenance of HMS and the Parking Deck on the HMS Campus Property owned by the School District, with all prior agreements (other than those listed herein), communications and understandings of and between the Parties, whether written or oral, being expressly merged into and superseded by this Agreement.

END
(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed and attested by their proper officials thereunto duly authorized, all as of the date first above written.

VILLAGE OF HINSDALE

By: [Signature]
Thomas Cauley
Village President

Signed: 3/6, 2018

Attest:

By: [Signature]
Name: CHRISTINE M. BRITON
Village Clerk
March 6, 2018

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 181

By: [Signature]
Jennifer Burns
Board President

Signed: 2.26, 2018

Attest:

By: [Signature]
Name: Meeta Patel
Title: Secretary
2/26, 2018

EXHIBIT "A"
HMS Campus and Parking Deck Parcel

EXHIBIT "B"
School District Repair and Restoration Obligations

HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The repair and restoration of Village of Hinsdale ROW surrounding the HMS site after construction of the new HMS building was reviewed with Brad Bloom, Rob McGinnis, and John Doherty on February 1, 2018.

The extent of the scope of work for restoration of public right-of-way around the HMS Campus is show on the attached drawing and includes the following work:

1. Second Street between Lincoln and Washington
 - a. Restoration of the curb cut and entry on the south side of Second Street that serves as the entry to the Temporary Parking Lot
2. Third Street between Washington and Lincoln
 - a. Restoration of the curb cut and entry on the north side of Third Street that serves as the entry to the Temporary Parking Lot
 - b. Removal of the temporary asphalt side walk and restoration of the grass between the Temporary Parking Lot entry and Washington Street
3. Southwest corner of Second Street and Washington
 - a. Replace several sections of sidewalk and grass in the tree lawn to their original condition
4. Washington Street between Second and Third
 - a. 2 h inch milling of the street surface and a new 2 ½ inch asphalt finish course, the extent of this work is from Third Street north to the speed table crosswalk, the base project already includes repair of a section of the street for the speed table installation
 - b. Replacement of sidewalk on east side of Washington from Third north to sidewalk already scheduled as new, the base project already includes new sidewalk on the east side of Washington from the Cafetorium entrance walk north to just past the pavement repair included as part of the speed table crosswalk installation
 - c. Striping of Village parking spaces and street to restore this area to the previous condition
5. Public alley and Village parking lot north of HMS property
 - a. Pavement repair at new curb at Washington street entry drive up to the current location of the modular (base project work)
 - b. Full depth patch at all areas where concrete foundations for the modular units were installed
 - c. Repair of any holes left from installation of anchors for Jersey Barriers
 - d. Crack filling, seal coating, and restriping from Washington Street east to the sidewalk to the First Street stair

HMS Project
Village of Hinsdale ROW Scope
February 1, 2018

The following items were not discussed at the meeting but are included in the base project work and have already been reviewed and approved by the Village engineering department

6. Third Street between Washington and Garfield
 - a. New sidewalk connection from circle drive walk to public sidewalk
 - b. Replacement of sidewalk from east side of circle drive east to just before the Garfield sidewalk
 - c. Removal of curb cut on the north side of Third Street near Garfield
 - d. Restoration of the tree lawn from the Circle drive east
7. Garfield at old HMS parking lot entry
 - a. Replacement of sidewalk
 - b. Removal of curb cut
 - c. Restoration of tree lawn
 - d. Street repair for utility installation

HINSDALE MIDDLE SCHOOL
 RIGHT OF WAY IMPROVEMENTS EXHIBIT
 BUILDING
 11/1/1911

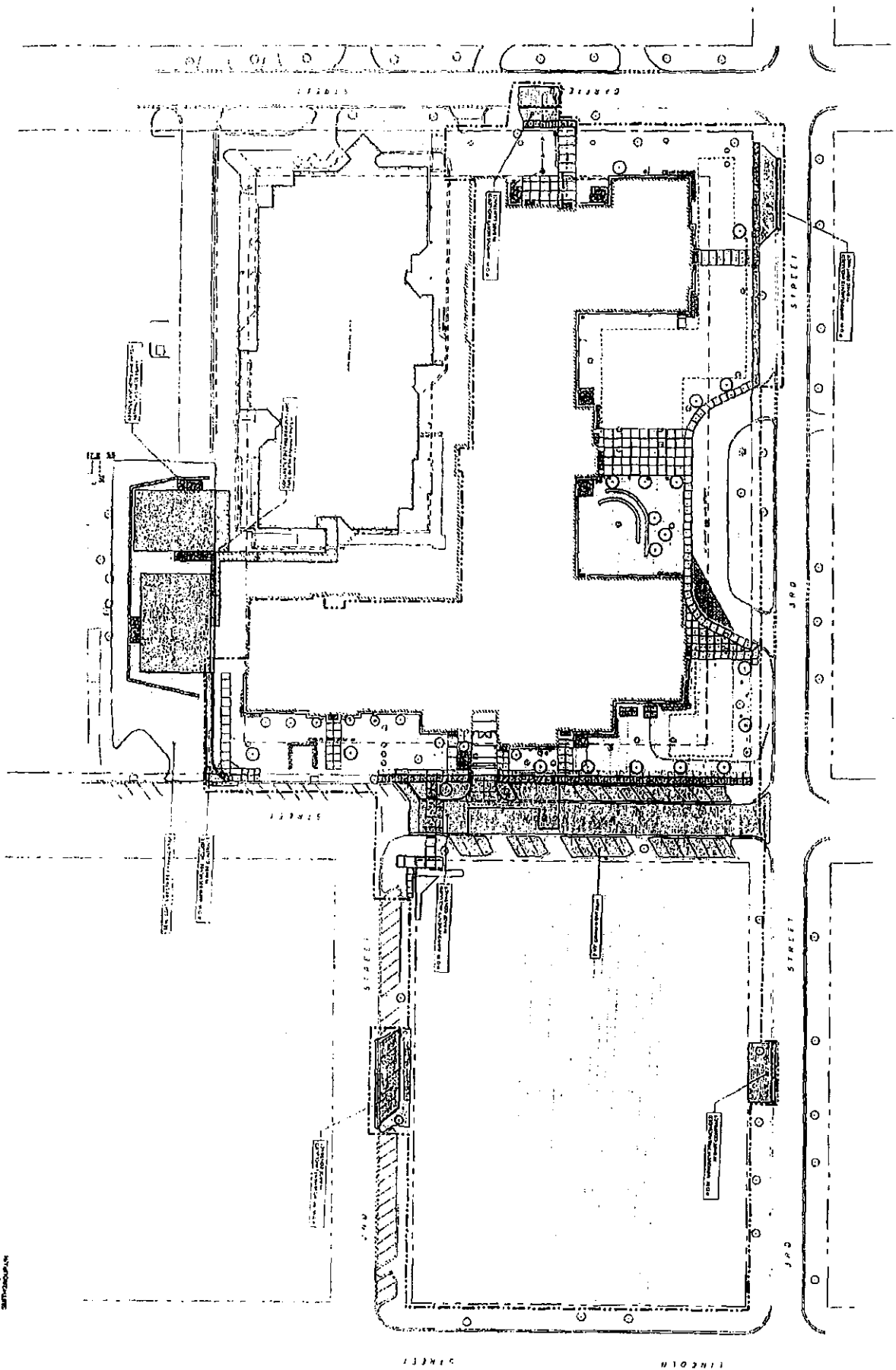
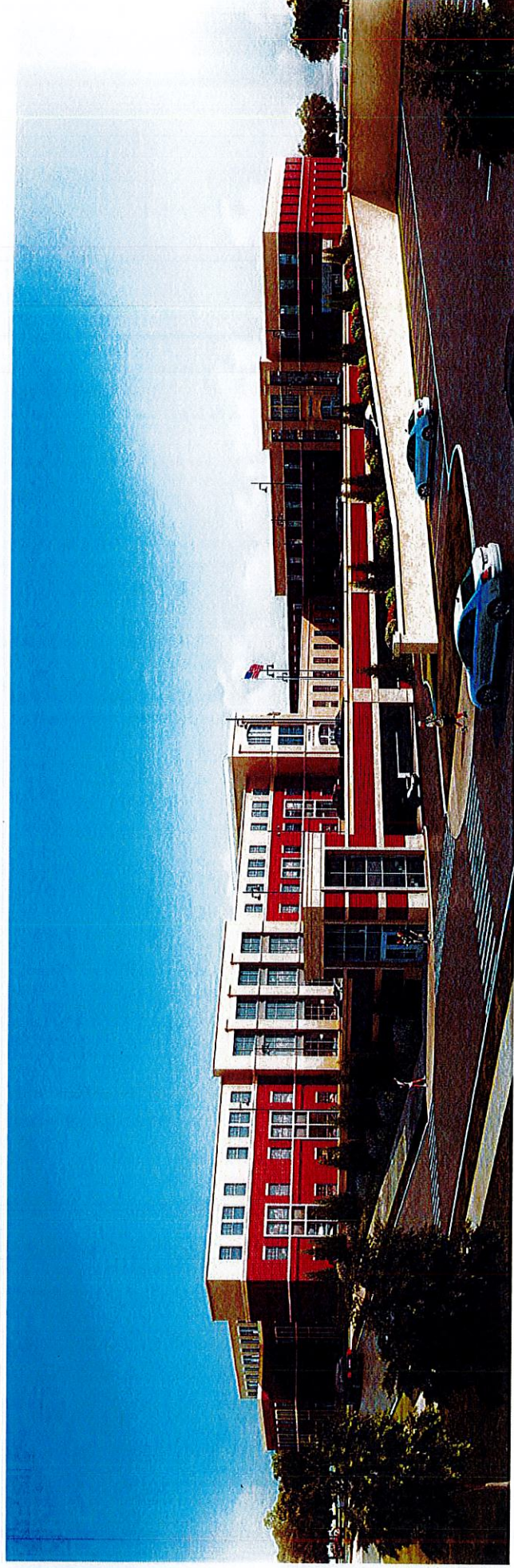


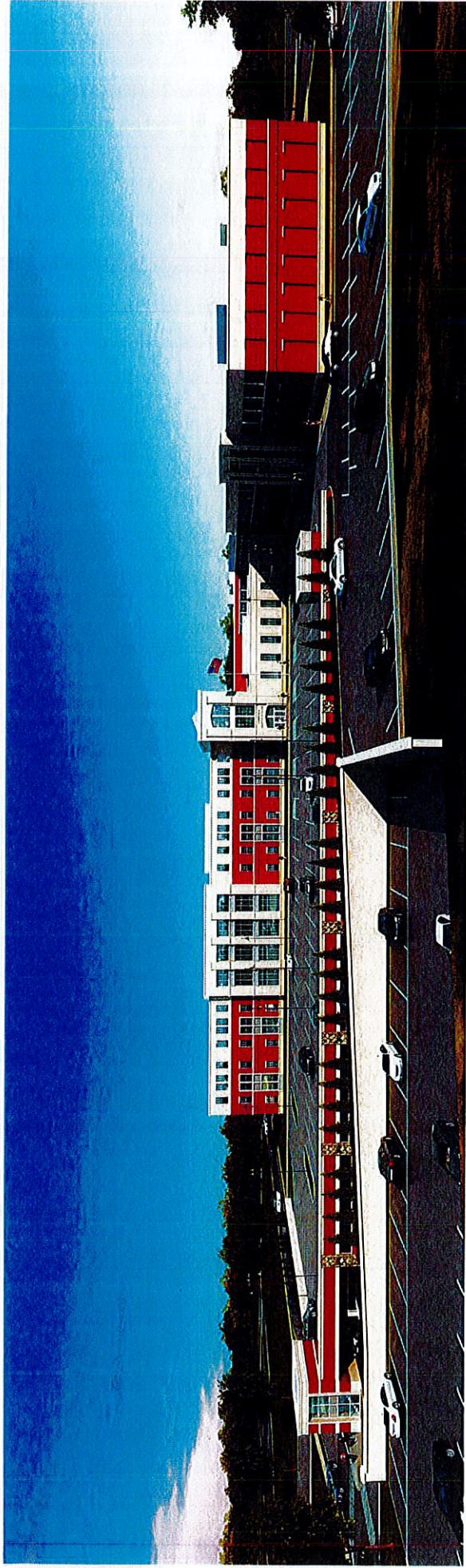
EXHIBIT "C"
Preliminary Design (Parking Deck)



Revised per the PC with brick on Stair Structure



Revised per the PC with brick on Stair Structure



Revised per the PC with brick on Stair Structure

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Second Major Adjustment to Exterior Appearance and Site Plan
Review for Revisions to the Parking Deck at the New Hinsdale Middle
School at 100 S. Garfield Ave. in the IB Institutional Buildings District
Community Consolidated School District 181

MEETING DATE: June 13, 2019

FROM: Chan Yu, Village Planner

Recommended Motion

Move to Approve an Ordinance for a second Major Adjustment to a Site Plan and Exterior Appearance Plan regarding the shared parking deck for Hinsdale Middle School at 100 S. Garfield Avenue, Hinsdale, Illinois – Community Consolidated School District #181/Village of Hinsdale.

Background

On March 22, 2017, the Board of Trustees (BOT) approved the Exterior Appearance and Site Plan application for the new Hinsdale Middle School (HMS) at 100 S. Garfield Avenue. A 125 space surface parking lot at the north east corner of the subject property (facing Garfield Street) was included as part of the new 137,000 SF middle school. On July 11, 2017, the BOT approved a Major Adjustment request to the Exterior Appearance and Site Plan for a 242 space parking deck in lieu of the surface parking lot. The parking deck would be for joint use with the Village of Hinsdale and Community Consolidated School District #181 per an intergovernmental agreement (IGA). The objective for the shared parking deck IGA is to provide a solution to the current downtown parking shortage.

Village Code provides that the Village Board approve a major adjustment for those plans that deviate substantially from those approved by the Plan Commission. It is at the discretion of the Village Board whether the major adjustment is referred to the Plan Commission or approved by the Village Board. Due to the parking deck being a Village project, it is appropriate that the Village dispense with the Plan Commission referral and approve. The Major Adjustment will be presented to the Village Board for its consideration as a First Reading on June 13. The Major Adjustment would then be approved on a Second Reading on June 18.

Summary of the Major Adjustment needed for the parking deck project are as follows:

1. Approval of the removal of northeast stair tower. This change provided for a savings in excess of \$200,000. This change also allowed for ADA parking spaces to be redesigned for better functionality and connectivity to sidewalks whereas the previous design has the users of these spaces having to traverse the deck opening.
2. Approval of the removal of landscaping and the addition of sidewalk to run parallel to the alley and serve as a connection to Garfield. In addition to adding a connecting

sidewalk, this change removed previously identified arborvitae from the deck design along the northern outside edge of the structure as these were determined by the Village Arborist as not likely to survive due to the lack of sunlight in the area.

3. Additional minor changes requested include: (1) removal of drive island in lower level to provide an additional 4 parking spaces, (2) replacing two landscaped parking islands with "no parking" stripes on the upper deck and (3) a more detailed upper deck landscape plan

Discussion & Recommendation

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Major Adjustment Parking Deck Exhibits (Pages 2-6 Proposed and Pages 7-9 Existing Approved Plans)
2. Ordinance O2017-14 – Approving Site Plan and Exterior Appearance Plan for new Middle School (March 22, 2017)
3. Ordinance O2017-36 – Approving a Major Adjustment to Site Plan and Exterior Appearance Plan to add a Parking Deck for a new Middle School (July 11, 2017)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT TO A SITE PLAN
AND EXTERIOR APPEARANCE PLAN REGARDING THE SHARED PARKING
DECK FOR HINSDALE MIDDLE SCHOOL AT 100 S. GARFIELD AVENUE,
HINSDALE, ILLINOIS – COMMUNITY CONSOLIDATED SCHOOL DISTRICT
#181/VILLAGE OF HINSDALE**

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale have previously, through adoption of Ordinance No. O2017-14 on March 22, 2017 (the "Original Ordinance"), approved a Site Plan and Exterior Appearance Plan submitted by Community Consolidated School District #181 relative to the proposed construction of a new middle school, on the site of the existing middle school, on property located in the IB Institutional Buildings Zoning District at 100 S. Garfield Avenue (the "Subject Property"); and

WHEREAS, on July 11, 2017, the Village President and Board of Trustees approved a First Major Adjustment request to the Exterior Appearance and Site Plan. That Adjustment provided for a shared parking deck in lieu of the previously approved surface parking lot; and

WHEREAS, the Village has now received a joint application (the "Application") from Community Consolidated School District #181 and the Village of Hinsdale (collectively, the "Applicants") for approval of a second major adjustment to the Site Plan and Exterior Appearance Plan previously approved in the Original Ordinance and First Major Adjustment Ordinance. The requested adjustment consists of revised plans for the proposed shared parking deck to be located at the northeast corner of the Subject Property (the "Proposed Parking Deck"); and

WHEREAS, the revised plans (collectively, the "Revised Approved Plans"), which have been the subject of lengthy and detailed negotiations between the Village and School District, supersede the plans previously approved by the First Major Adjustment Ordinance to the extent of any conflict, and are attached hereto and incorporated herein as **Group Exhibit A**. Among the changes made by the Revised Approved Plans are the removal of the northeast stair tower, modifications to exterior landscaping and the addition of a sidewalk connecting the alley to Garfield, widening of the sidewalk adjacent to the Middle School on the upper level of the Proposed Parking Deck and a slight narrowing of the upper level drive aisle, removal of drive island in the lower level to provide an additional 4 parking spaces, replacement of two landscaped parking islands with "no parking" stripes on the upper level, and more detailed landscaping plans; and

WHEREAS, the Board of Trustees of the Village have duly considered all of the materials, facts and circumstances affecting the Application, and find that the Application and the Approved Plans attached hereto as **Exhibit A** and made a part

hereof, find the Approved Plans to be in substantial conformity with the previously approved plans, and to otherwise satisfy the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of a Second Major Adjustment to the Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan and Exterior Appearance Plan for the Subject Property at 100 S. Garfield Avenue, in the form of the Approved Plans as depicted in **Group Exhibit A** attached hereto and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance and First Major Adjustment Ordinance are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein. Where the Approved Plans conflict with the plans approved by the First Major Adjustment, the Approved Plans attached hereto as **Exhibit A** shall control.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance, the Original Ordinance and the First Major Adjustment Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the Approved Plans attached hereto as **Group Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the Original Ordinance and the First Major Adjustment Ordinance, the provisions of the Hinsdale Municipal

Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property by the Applicants. All such development shall comply with all Village codes, ordinances, and regulations at all times.

- D. Building Permits. The Applicants shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which applications and materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2019, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

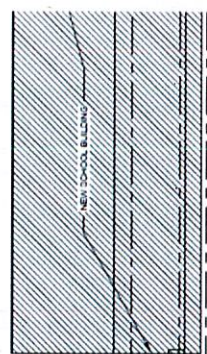
ATTEST:

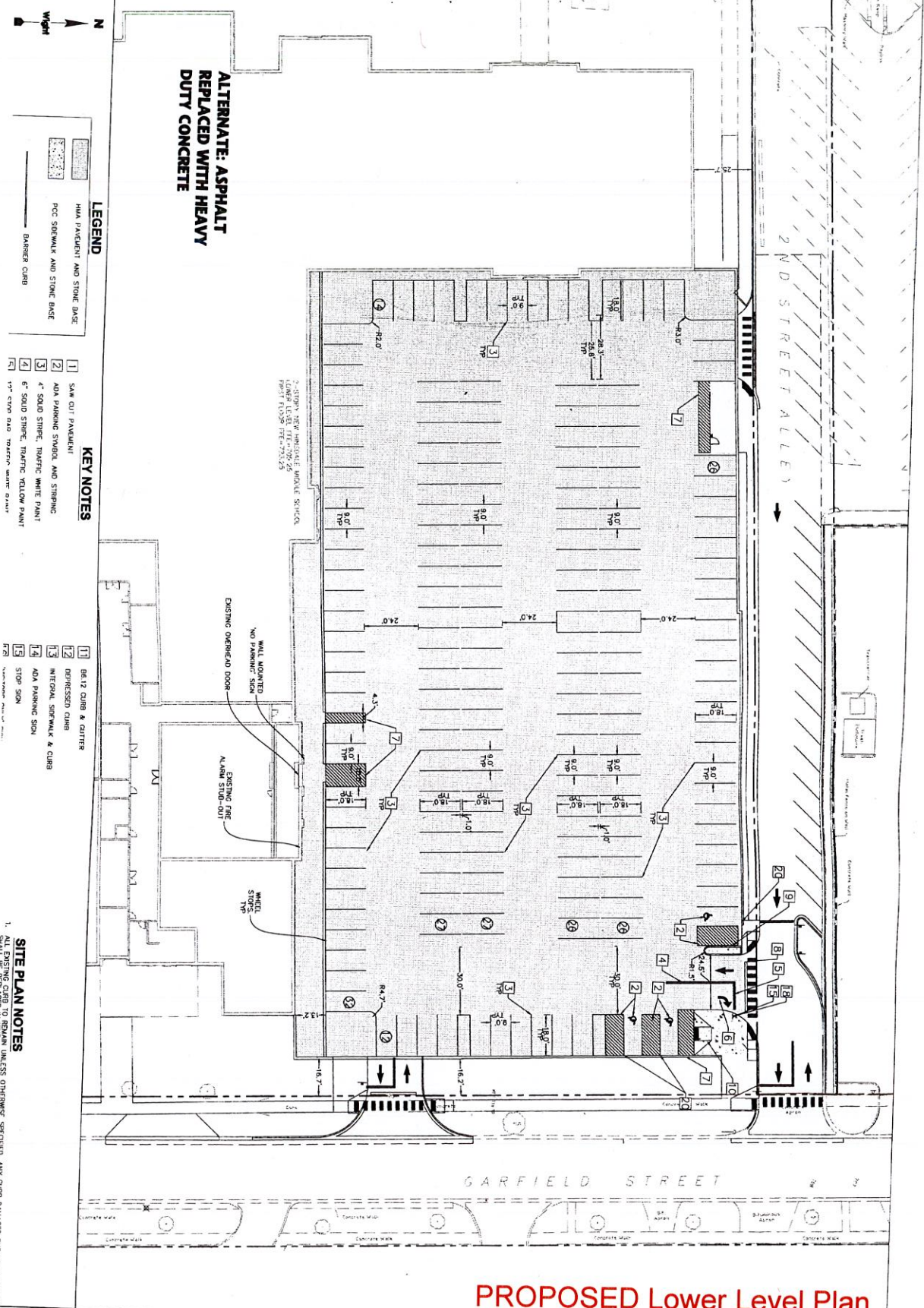
Christine M. Bruton, Village Clerk

GROUP EXHIBIT A

**APPROVED PLANS SHOWING SITE PLAN/EXTERIOR APPEARANCE PLAN
(ATTACHED)**

Remove Arborvitae





PROPOSED Lower Level Plan

LOWER LEVEL SITE PLAN

PARKING DECK
 100 S. Garfield
 Hinsdale, IL 60521

DESM
 Design Man

VILLAGE OF H
 19 E. Chicago Ave
 Hinsdale, IL 60521

wig
 Wight & Company
 wightco.com
 2500 North Fremont
 Oakbrook, IL 60151
 P 630.949.7000
 F 630.949.7979

REV. DESCRIPTION

1 5/25/20

2 10/06/20

3 ISSUED FOR PERMIT

4 VILLAGE SET

5 ISSUED FOR PERMIT

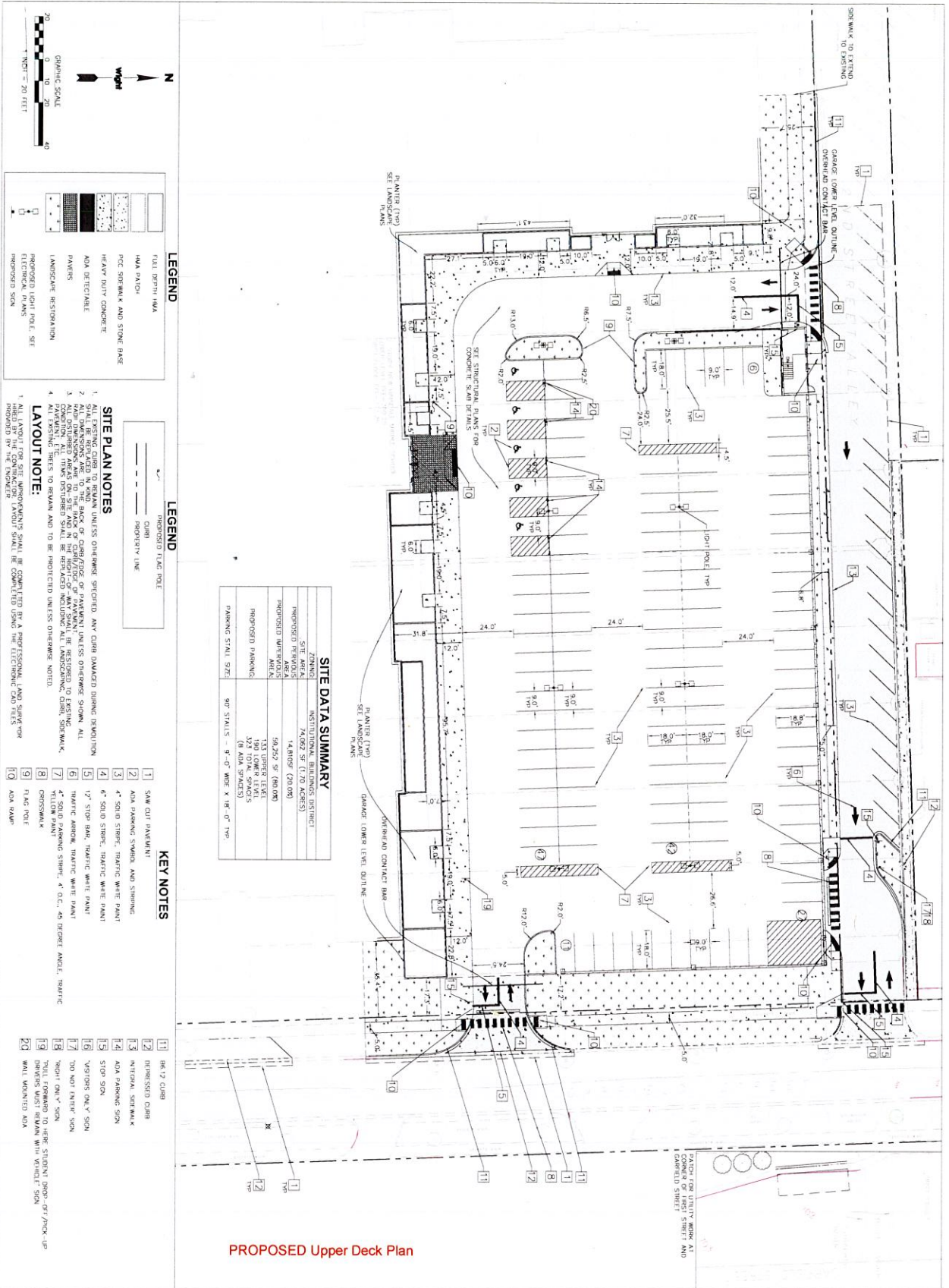
6 PERMIT CORRECTIONS

7 PERMIT CORRECTIONS

8 PERMIT CORRECTIONS

ATTACHED SHEET 4 of 9

1. ALL EXISTING CURB TO REMAIN UNLESS OTHERWISE SPECIFIED. ANY CURB DAMAGED DURING DEMOLITION SHALL BE REPAIRED IN KIND.





Wight & Company
wight.com
2500 North LaGrange Road
Schaumburg, IL 60195
P 630.499.0000
F 630.807.7773

DESIGN
Design Management

VILLAGE OF HINSDALE
19 E Chicago Avenue
Hinsdale, IL 60521

UPPER LEVEL & SURROUNDING SITE PLAN

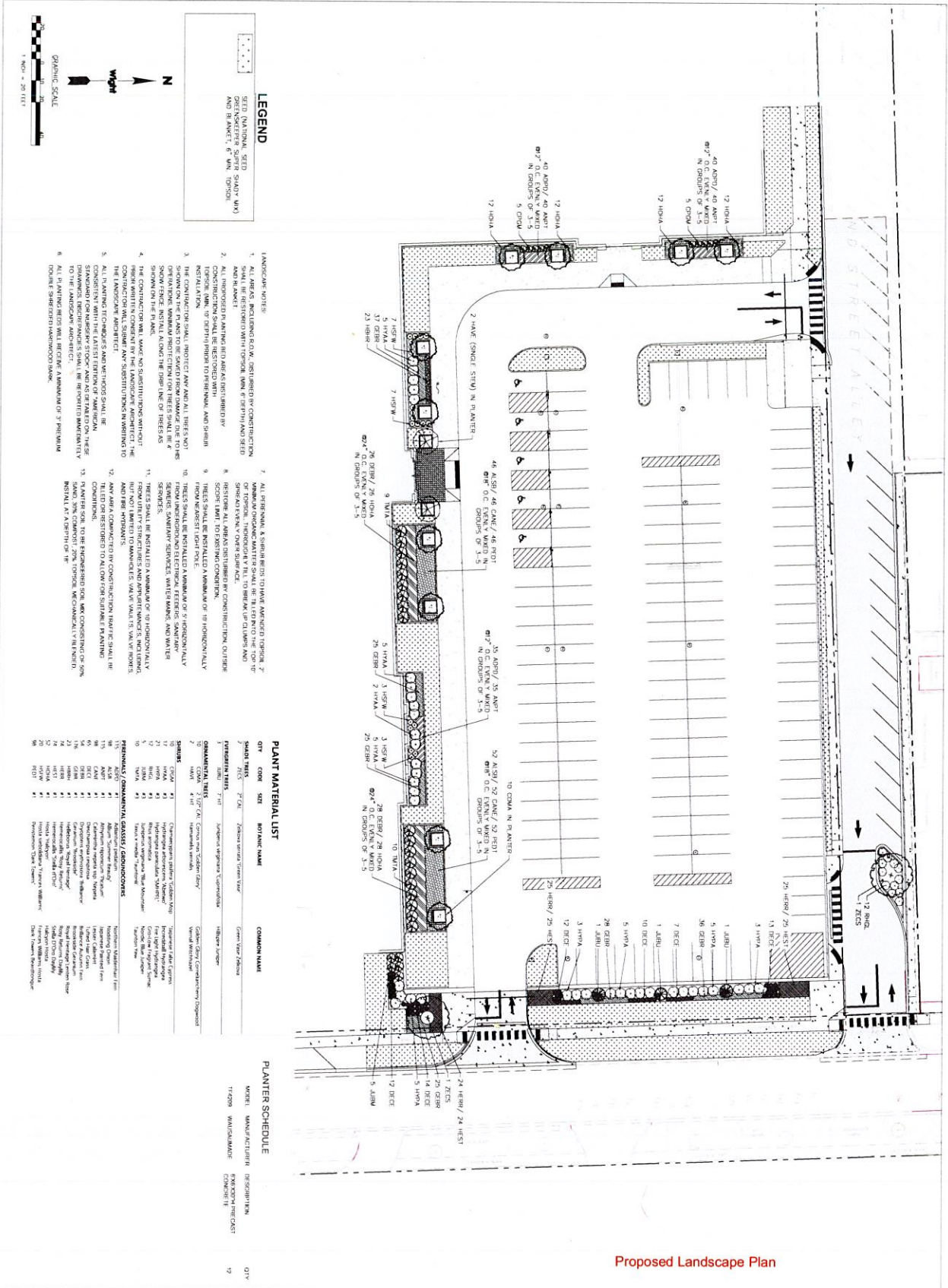
Project Number: 6807-02
Drawn By: [Name]
Scale: 1/4" = 1'-0"

C2.02

PARKING DECK
100 S. Garfield Street,
Hinsdale, IL 60521

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	03.01.2019
2	ISSUED FOR PERMITS	03.01.2019
3	ISSUED FOR PERMITS	03.01.2019
4	ISSUED FOR PERMITS	03.01.2019
5	ISSUED FOR PERMITS	03.01.2019
6	ISSUED FOR PERMITS	03.01.2019
7	ISSUED FOR PERMITS	03.01.2019
8	ISSUED FOR PERMITS	03.01.2019
9	ISSUED FOR PERMITS	03.01.2019
10	ISSUED FOR PERMITS	03.01.2019
11	ISSUED FOR PERMITS	03.01.2019
12	ISSUED FOR PERMITS	03.01.2019
13	ISSUED FOR PERMITS	03.01.2019
14	ISSUED FOR PERMITS	03.01.2019
15	ISSUED FOR PERMITS	03.01.2019
16	ISSUED FOR PERMITS	03.01.2019
17	ISSUED FOR PERMITS	03.01.2019
18	ISSUED FOR PERMITS	03.01.2019
19	ISSUED FOR PERMITS	03.01.2019
20	ISSUED FOR PERMITS	03.01.2019
21	ISSUED FOR PERMITS	03.01.2019
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97	ISSUED FOR PERMITS	03.01.2019
98	ISSUED FOR PERMITS	03.01.2019
99	ISSUED FOR PERMITS	03.01.2019
100	ISSUED FOR PERMITS	03.01.2019

Attachment 1 - Page 3 of 9



Proposed Landscape Plan



Attachment 1 - Page 4 of 9

Wight

Wight & Company
wightco.com

2500 North Frontage Road
Danvers, IL 60561
P 630.969.7000
F 630.969.7979



VILLAGE OF HINSDALE
19 E. Chicago Avenue
Hinsdale, IL 60521

REV.	DESCRIPTION	DATE
1	ISSUED FOR SDC	04.15.2018
2	100% DD	04.15.2018
3	W/LAC SUBMITTAL	07.23.2018
4	W/LAC SET	11.27.18
5	ISSUED FOR PERMIT APPLICATION	10.30.2018
6	PERMIT CORRECTIONS	12.5.2018
7	PERMIT CORRECTIONS	02.13.2019
8	ISSUED FOR HIM	04.22.2019
9	ADDITIONAL 2	04.15.2019
10	ADDITIONAL 3	04.15.2019

PARKING DECK
100 S. Garfield Street,
Hinsdale, IL 60521

PLANTER LAYOUT

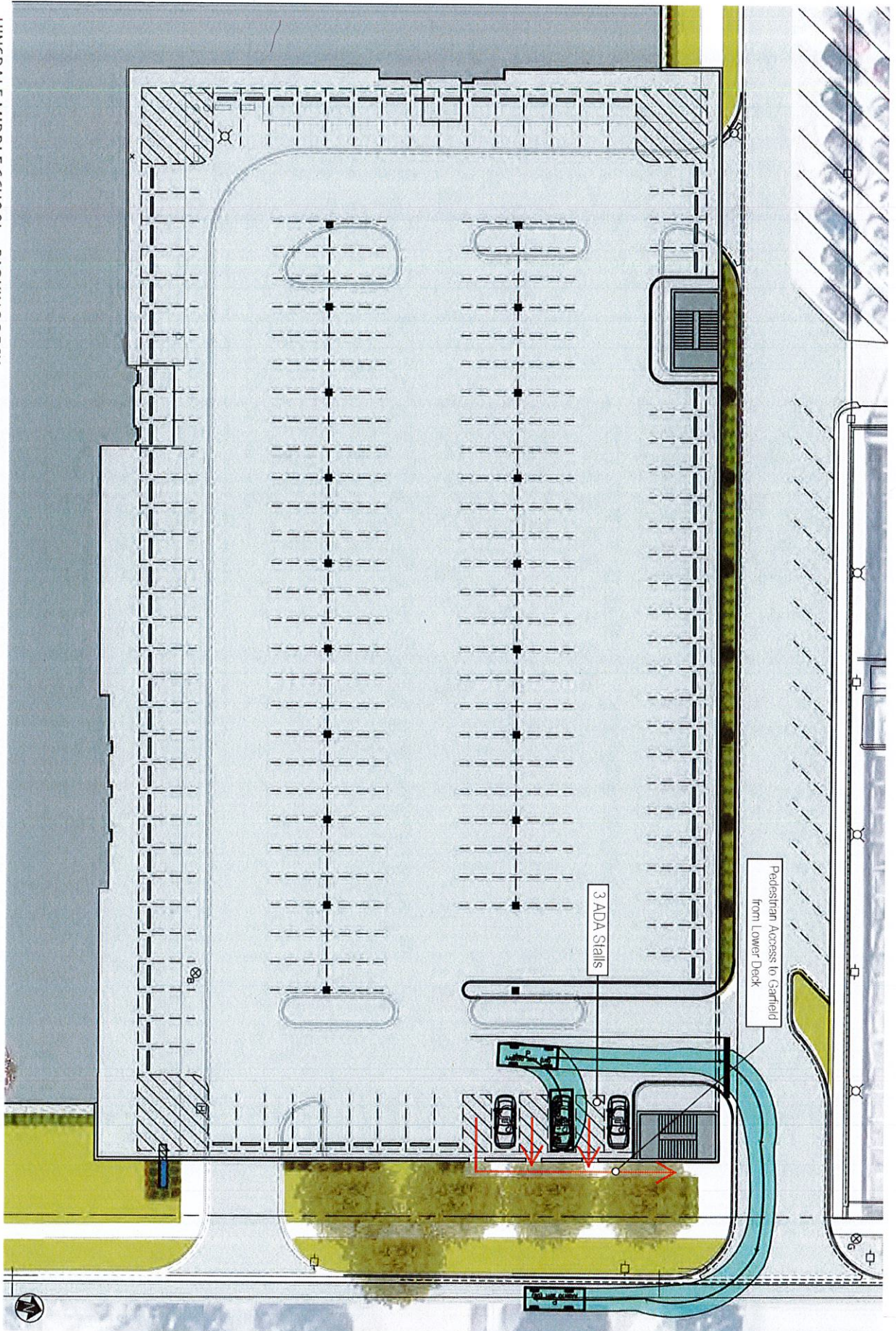
£1.00



South Drive Aisle Looking West



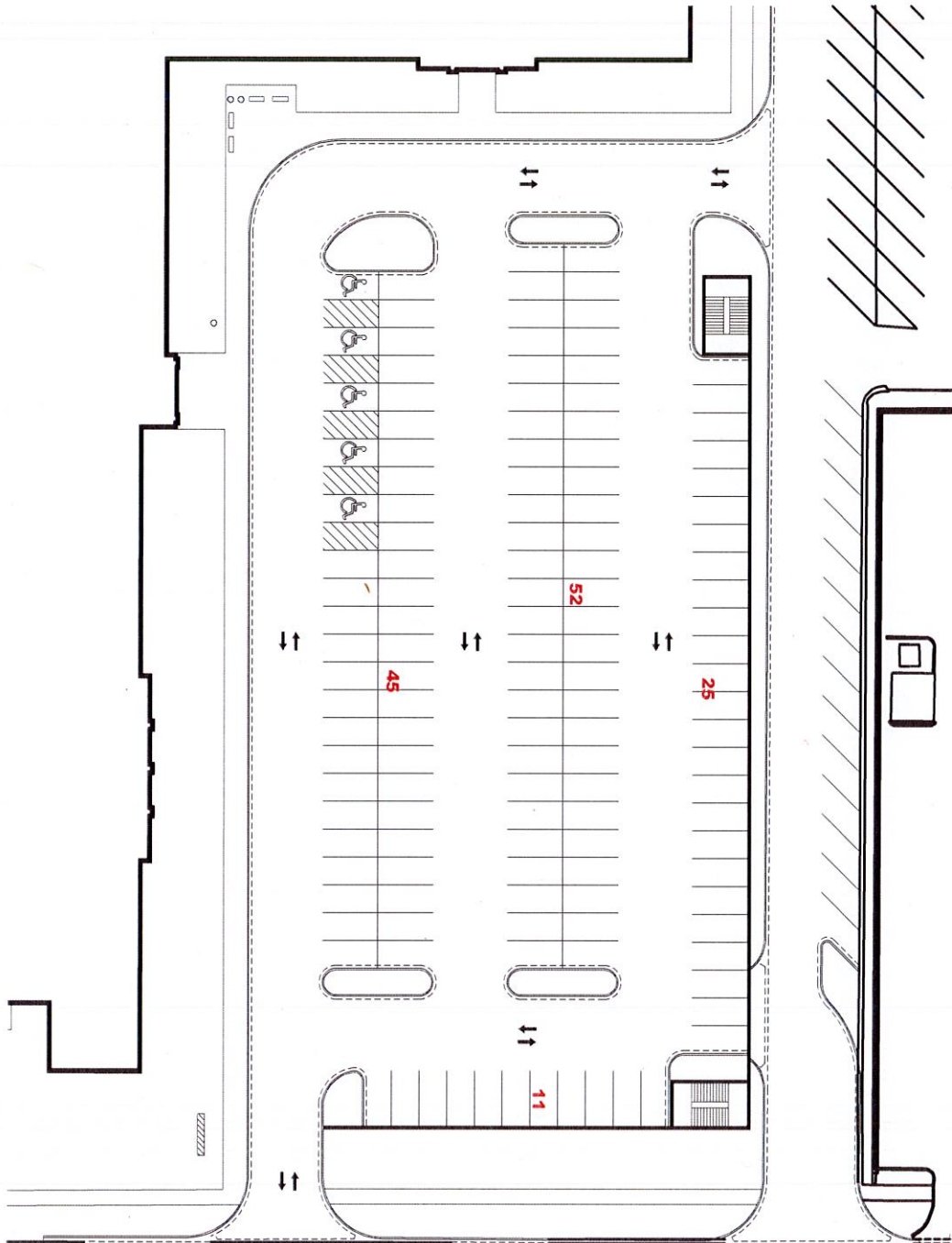
North Drive Aisle Looking West



HINSDALE MIDDLE SCHOOL - PARKING DECK
LOWER DECK CIRCULATION PLAN

JUNE 6, 2017

Lower Deck



TOTAL UPPER LEVEL = 133 Spaces

9' x 18' Stall Sizes Option

TOTAL DECK SPACES = 319

Upper Deck

MARCH 6, 2017



VILLAGE OF HINSDALE

ORDINANCE NO. O2017-14

**AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN
FOR A NEW MIDDLE SCHOOL AT 100 S. GARFIELD STREET, HINSDALE,
ILLINOIS – COMMUNITY CONSOLIDATED SCHOOL DISTRICT #181 –
CASE NUMBER A-41-2016**

WHEREAS, the Village of Hinsdale received an application (the "Application") from Community Consolidated School District #181 (the "Applicant") for site plan and exterior appearance plan approval relative to the proposed construction of a new middle school, on the site of the existing middle school, on property located in the IB Institutional Buildings Zoning District at 100 S. Garfield Street (the "Subject Property"); and

WHEREAS, the Subject Property is legally described in Exhibit A attached hereto and made a part hereof. The site plan and depictions of the exterior of the proposed new middle school are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, on January 19, 2017, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed exterior appearance plan and proposed site plan on a vote of seven (7) ayes, zero (0) nays, and one (1) absent (one (1) member recused himself), subject to approval by the Zoning Board of Appeals and Village Board, as applicable, of variations requested by the Applicant in Case V-07-16, all as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit C and made a part hereof. The Plan Commission has filed its report of Findings and Recommendation regarding the approvals sought in the Application with the President and Board of Trustees; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan approval, and 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Site Plan and Exterior Appearance Plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), relative to the proposed new middle school, subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

- A. **Approval of Variations.** Final approval by the Zoning Board of Appeals and Board of Trustees, as applicable, of the variations sought by the Applicant in Case V-07-16.
- B. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, or as otherwise approved by the Board through other Ordinances, Resolutions or other official action, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other

than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

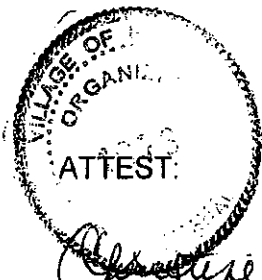
ADOPTED this 22nd day of March, 2017, pursuant to a roll call vote as follows:

AYES: Trustees Elder, Byrnes, Stifflear, Banke

NAYS: None

ABSENT: Trustees Hughes and LaPlaza

APPROVED by me this 22nd day of March, 2017, and attested to by the Village Clerk this same day.



Thomas K. Cauley, Jr.
Thomas K. Cauley, Jr., Village President

Christine M. Bruton
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: Don White

Its: Superintendent

Date: March 22, 2017

EXHIBIT A

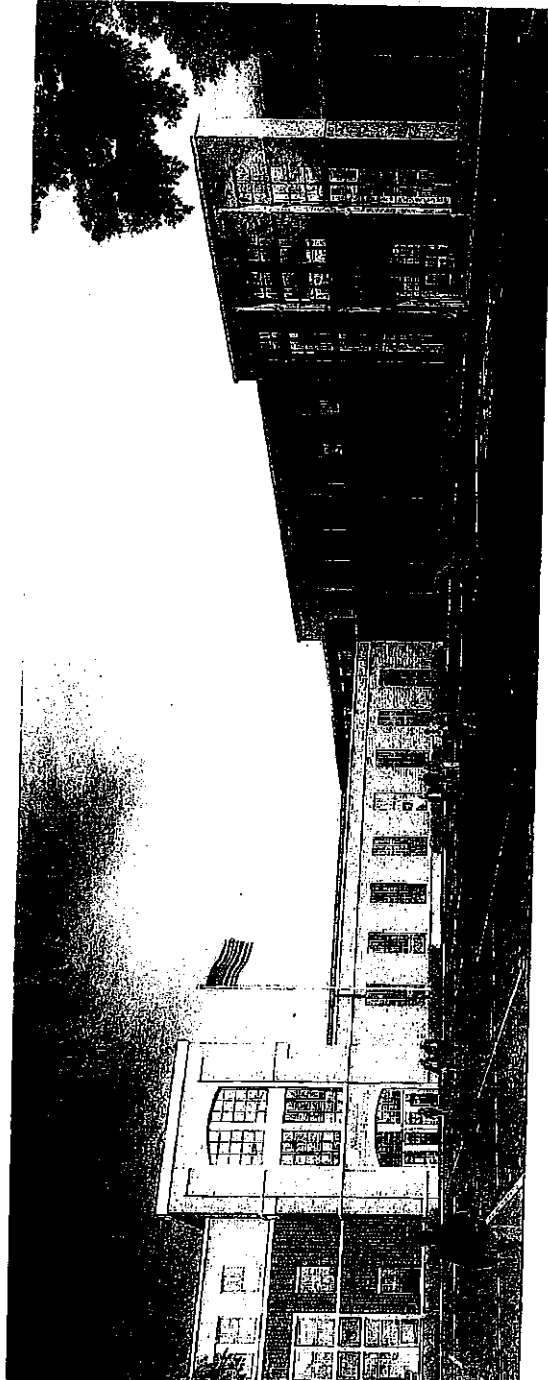
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE SOUTH 31 FEET OF LOT 5 AND 6, AND ALL OF LOTS 7 AND 8 IN BLOCK 5, AND LOTS 1 THROUGH 8, BOTH INCLUSIVE, IN BLOCK 6, IN THE ORIGINAL TOWN OF HINSDALE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 14, 1866 AS DOCUMENT 7738, TOGETHER WITH THAT PART OF VACATED 2ND STREET LYING BETWEEN BLOCKS 5 AND 6 AND TOGETHER WITH THAT PART OF VACATED ALLEY RUNNING NORTH AND SOUTH THROUGH THE CENTER OF SAID BLOCKS 5 AND 6, WHICH LIES EAST OF AND ADJOINING THE SOUTH 31 FEET OF LOT 6 AND ALL OF LOT 7 AND WEST OF AND ADJOINING THE SOUTH 31 FEET OF LOT 5 AND ALL OF LOT 8 IN BLOCK 5, EAST OF AND ADJOINING LOTS 2, 3, 6 AND 7 AND WEST OF AND ADJOINING LOTS 1, 4, 5 AND 8 IN BLOCK 6, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 100 S. GARFIELD STREET, HINSDALE, ILLINOIS

EXHIBIT B

**APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN
(ATTACHED)**



181

PLAN COMMISSION
APPLICATION
REVISION 01

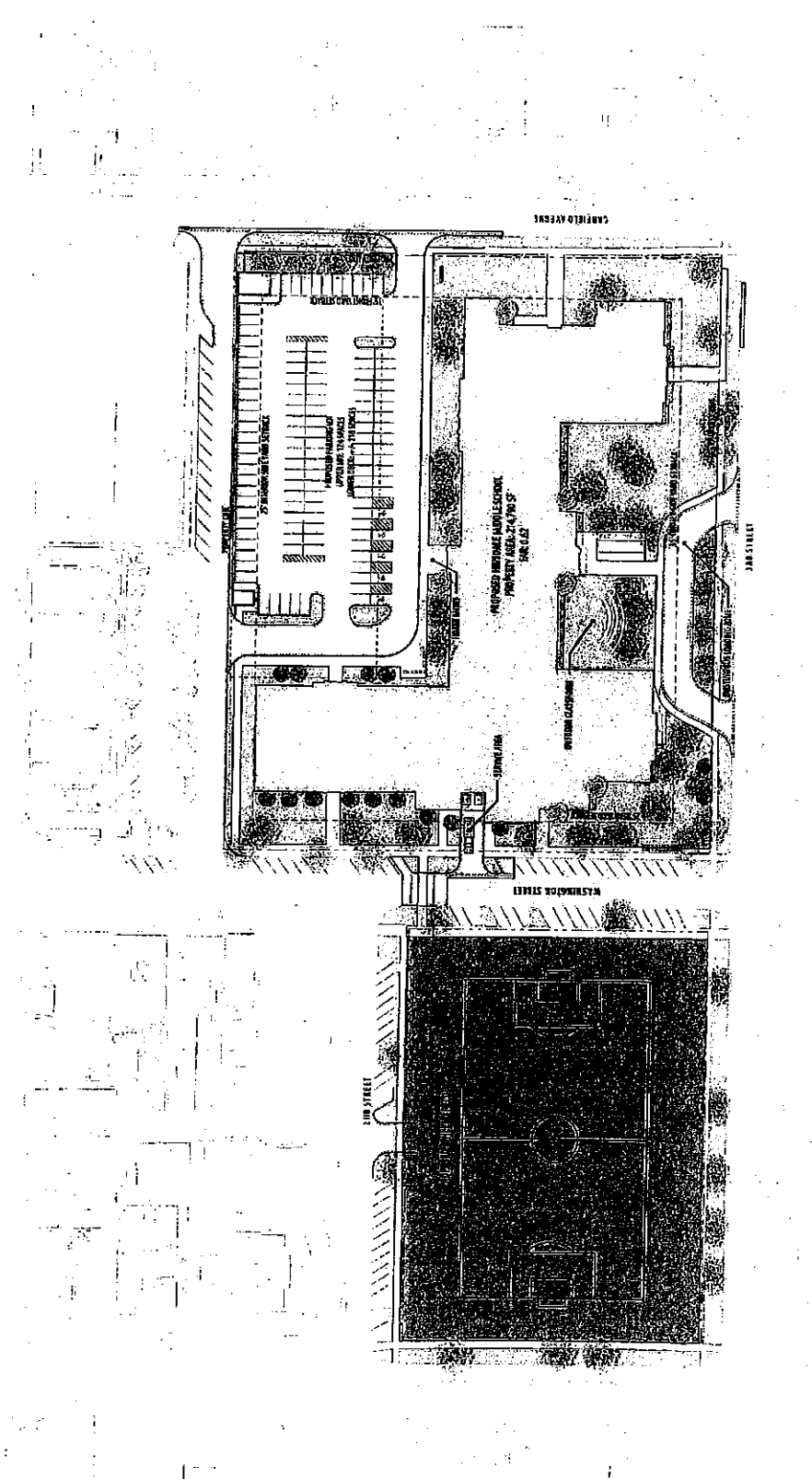
March 1, 2017

COMMUNITY
SCHOOL DISTRICT # 181

Hinsdale Middle School Project

SMITHGROUPJJR

CORDOGANCLARK
ARCHITECTS • ENGINEERS • CONSTRUCTION

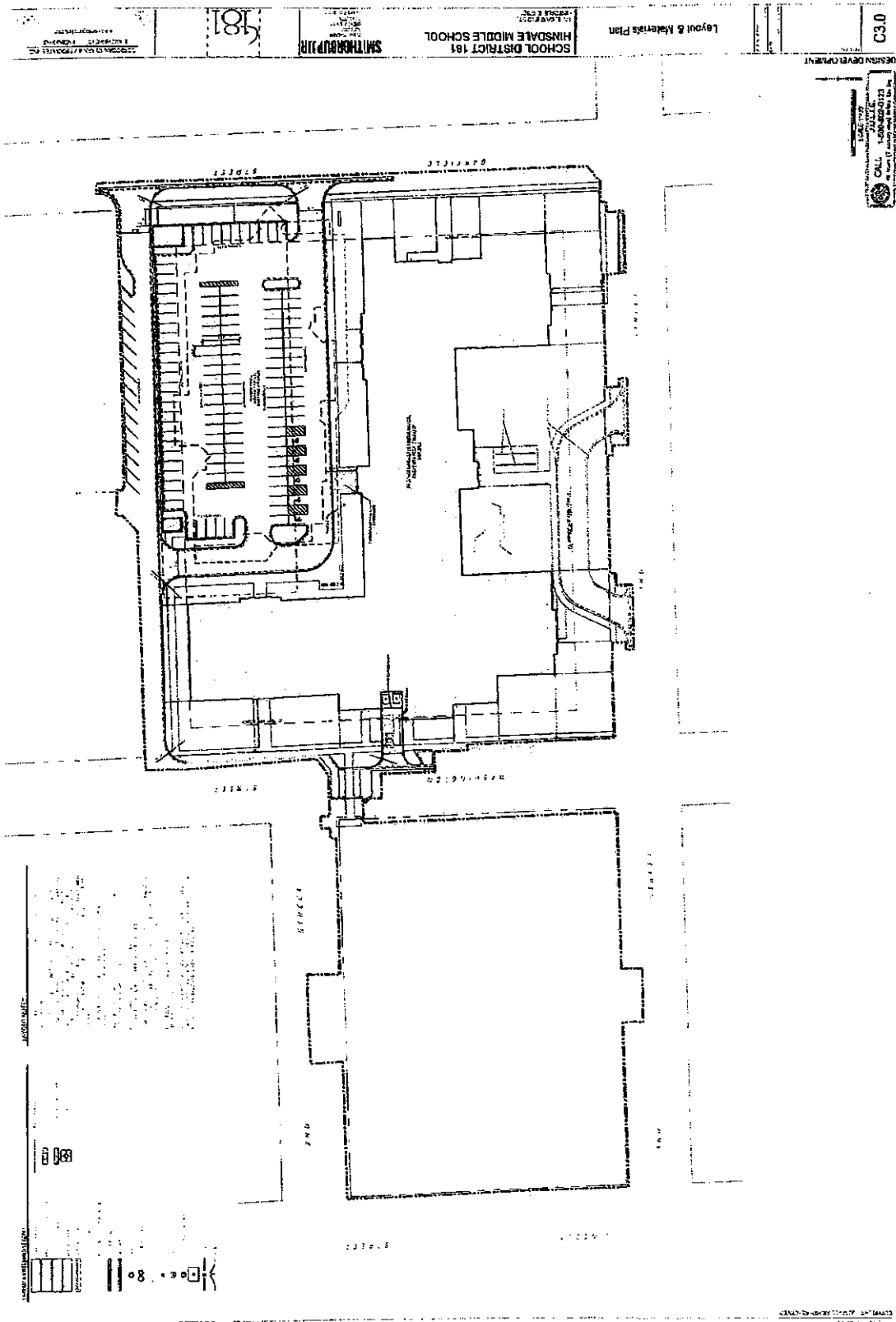


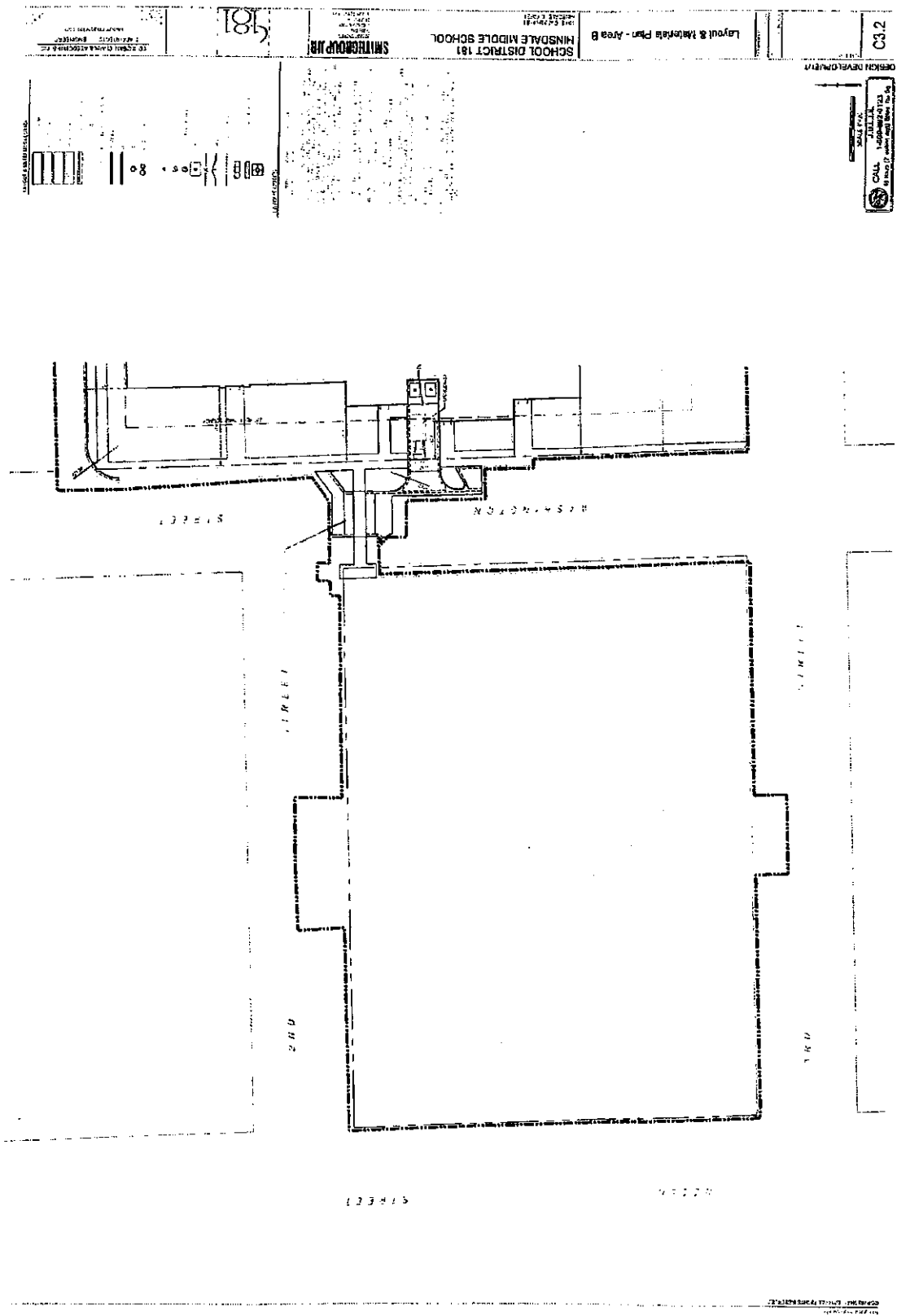
DECEMBER 16, 2016

SCALE: 1"=30'-0"

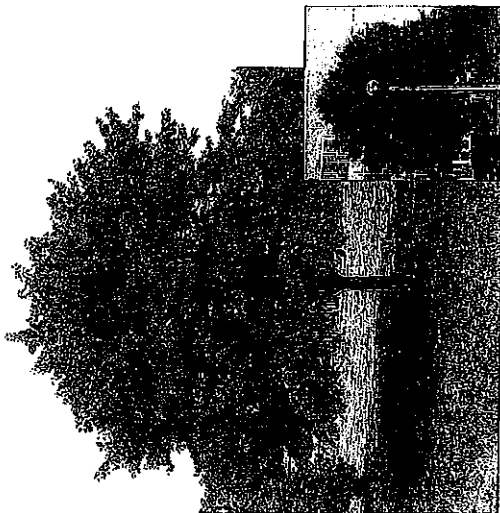
HINSDALE MIDDLE SCHOOL

SITE PLAN





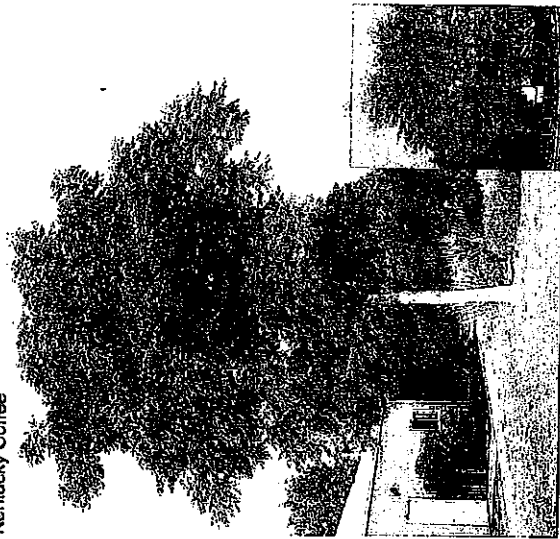
Red Maple



Northern Red Oak



Kentucky Coffee



Canopy Trees

Eastern Redbud



Winter King Hawthorn

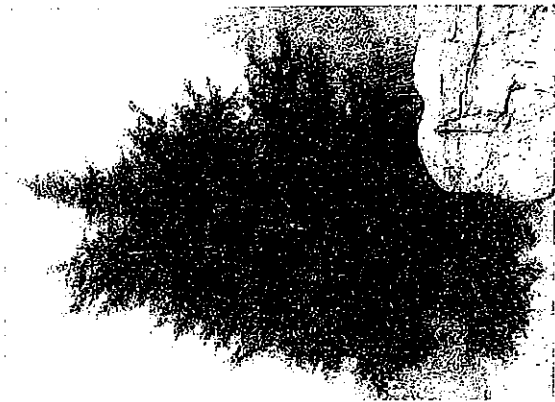


Cornelian Cherry Dogwood

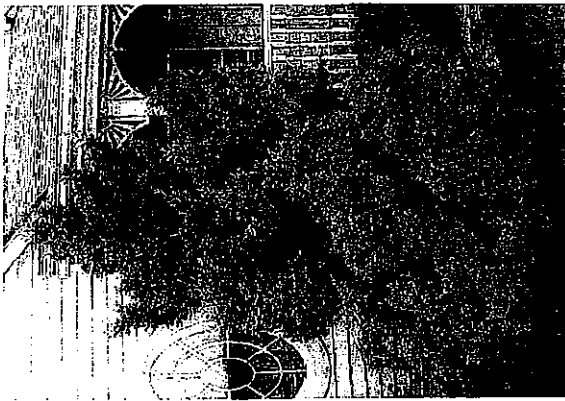


Ornamental Trees

Red Cedar



Japanese False Cypress



Juniper Shrub



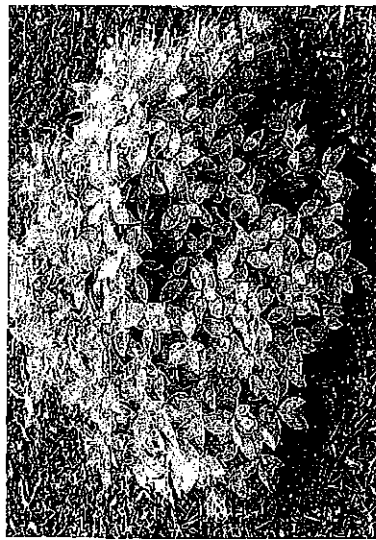
Yew Shrub



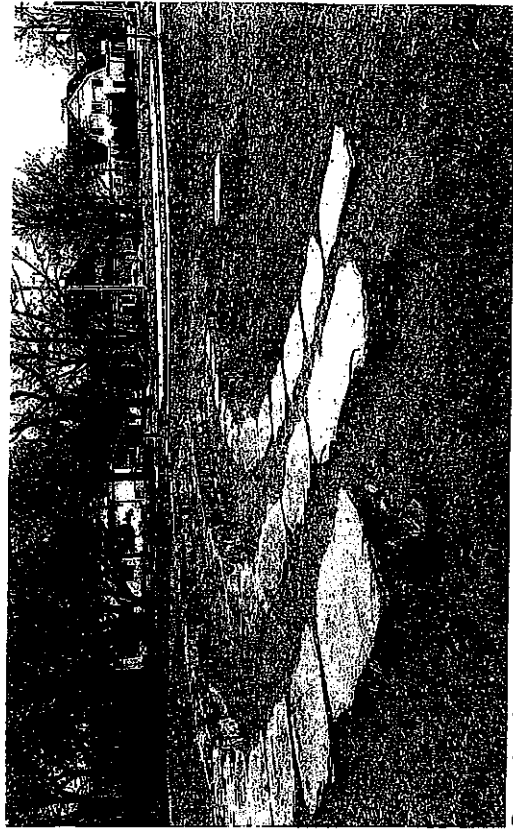
Evergreen Shrubs

Evergreen Trees

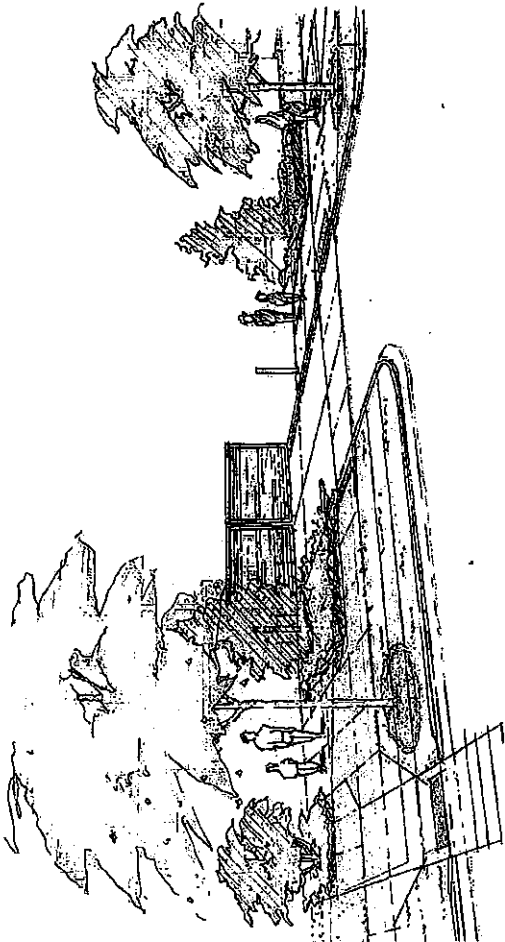
Spiraea



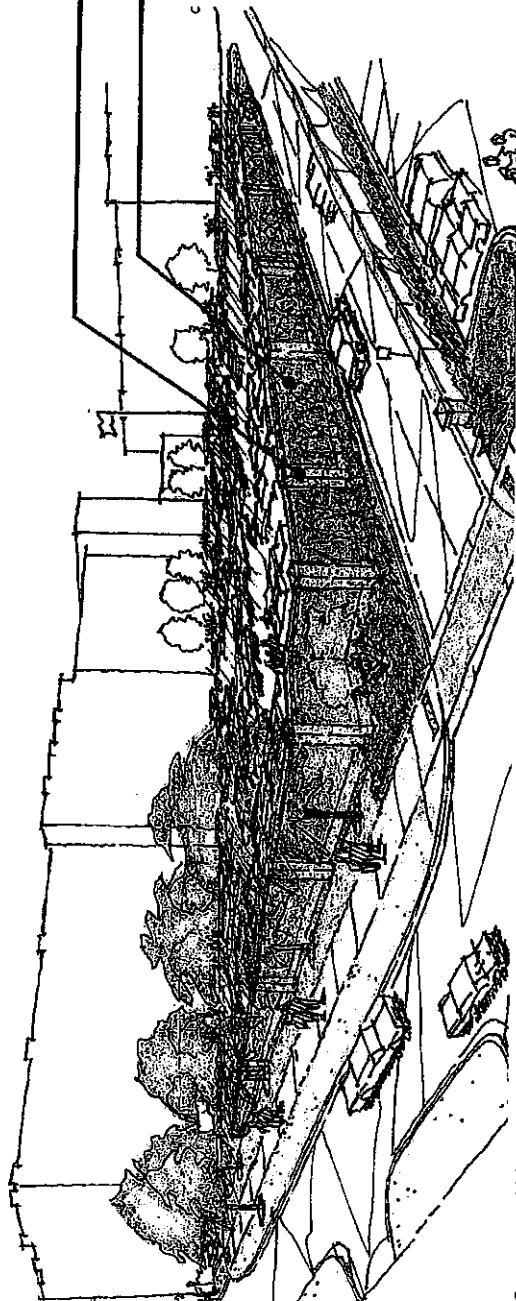
Deciduous Shrub



Precedent Image of Outcropping Stone @ Outdoor Classroom



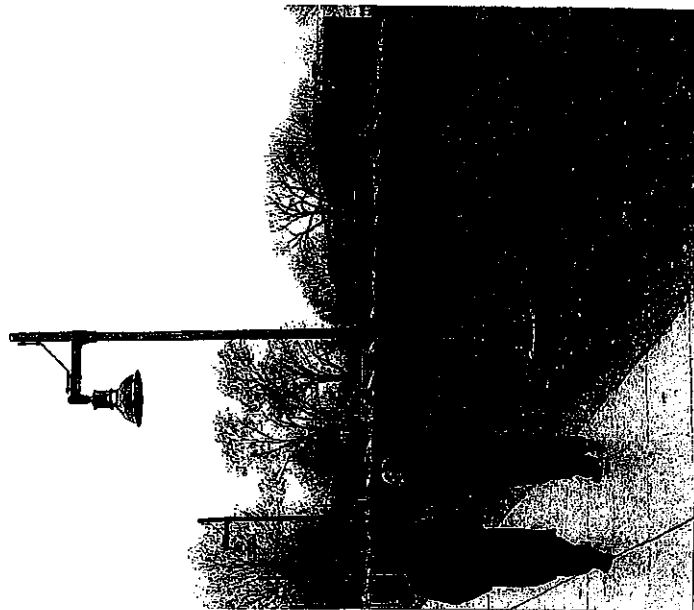
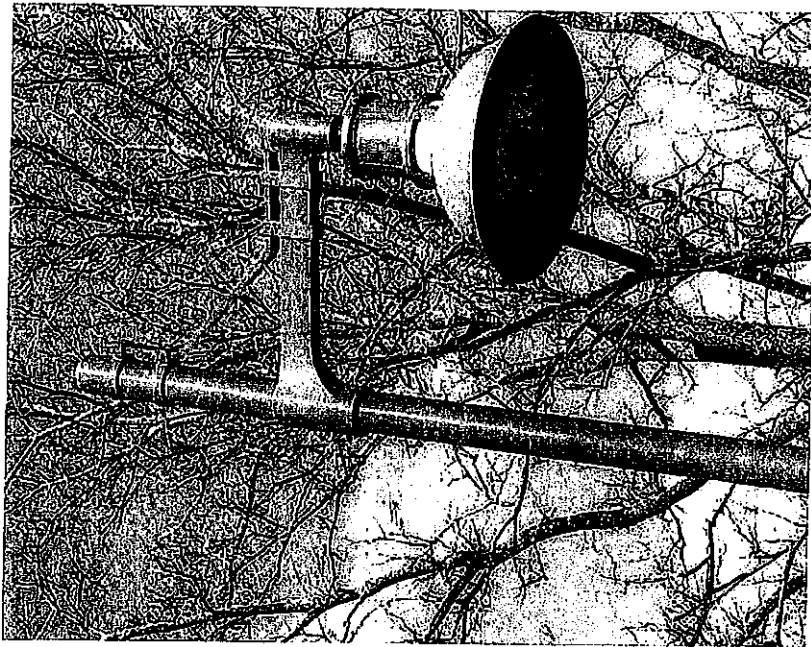
Conceptual View of Service Area on Washington Street



Conceptual View of Parking Lot Retaining Wall (View from Garfield looking southwest)

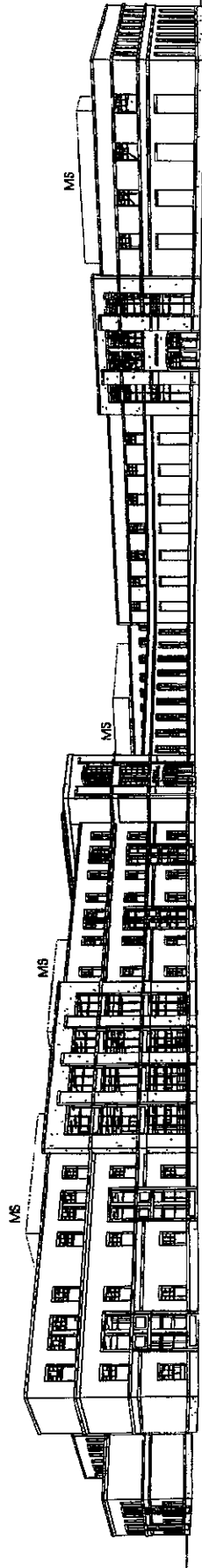
Precast Concrete (to match architecture)

Brick (to match architecture)



The existing lightpoles on site (above) will be salvaged and reused for the proposed parking area and bus drop-off. Fixtures will be cutoff LED and provide adequate coverage per the ordinance.

Proposed Light Fixtures



* MECHANICAL SCREEN

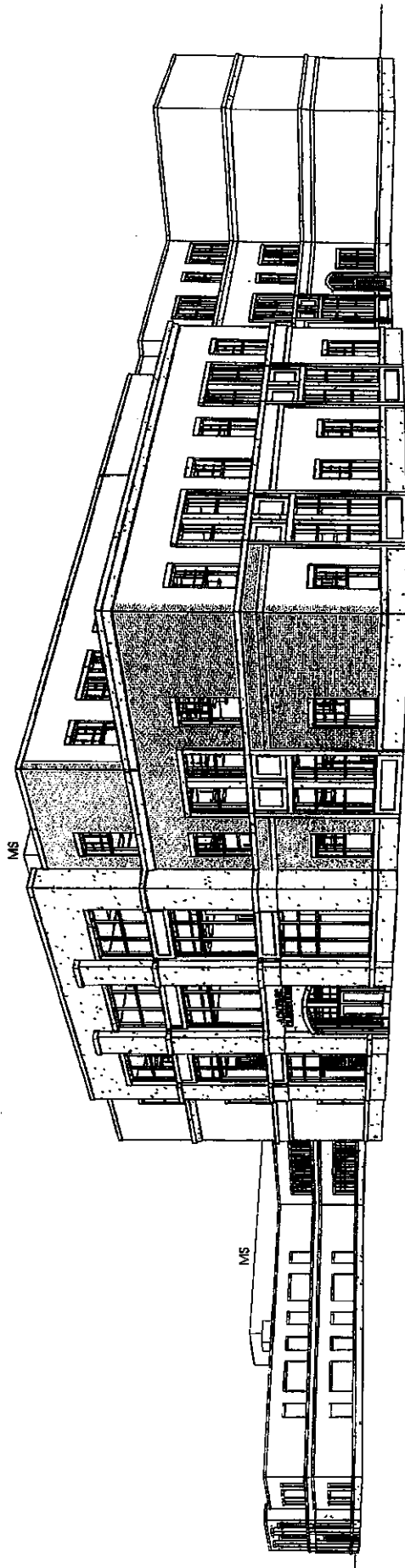
EYE-LEVEL PERSPECTIVE VIEW 'A'

CORDOGANCLARK
ARCHITECTS-INTERIORS-CONSTRUCTION

PERSPECTIVE VIEW

HINSDALE MIDDLE SCHOOL PROJECT
SCHOOL DISTRICT # 181

JAN 4, 2017



* MECHANICAL SCREEN

EYE-LEVEL PERSPECTIVE VIEW 'B'

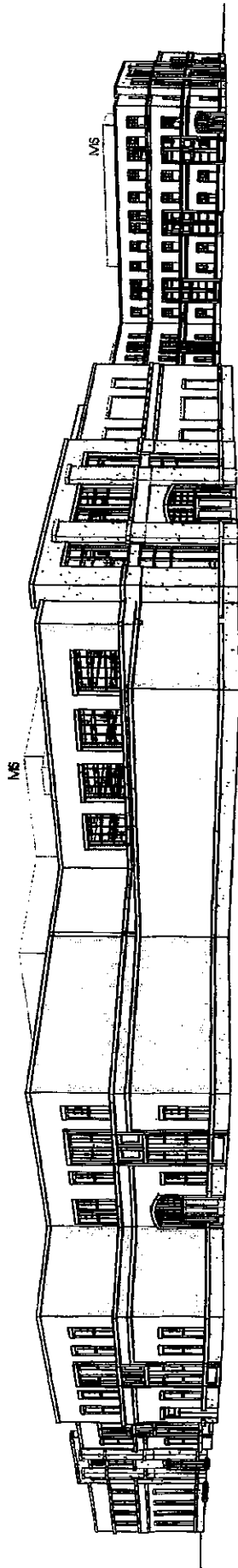
CORDOGANCLARK
ARCHITECTS

PERSPECTIVE VIEW

HINSDALE MIDDLE SCHOOL PROJECT

SCHOOL DISTRICT # 181

JAN 4, 2017



* MECHANICAL SCREEN

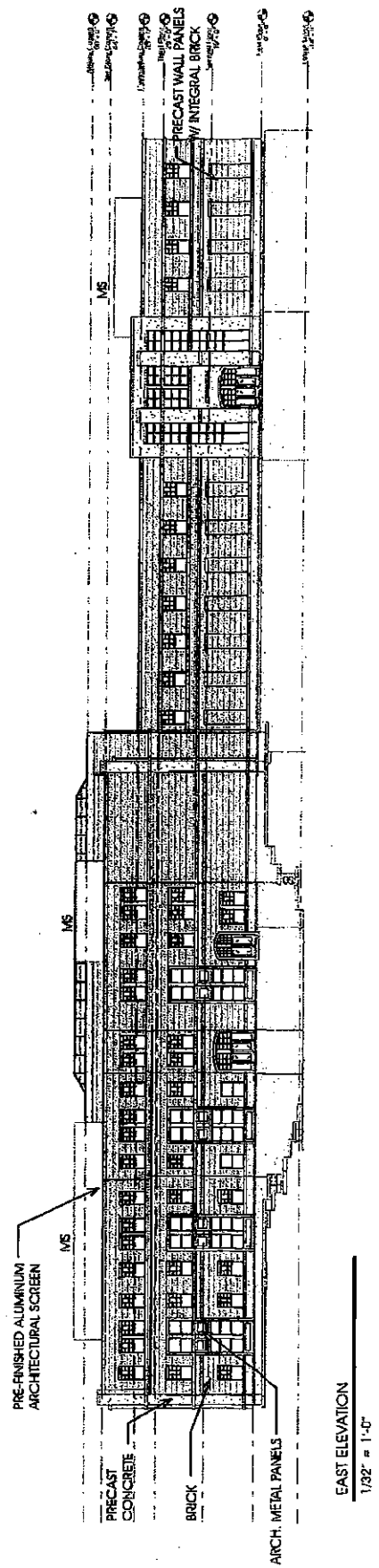
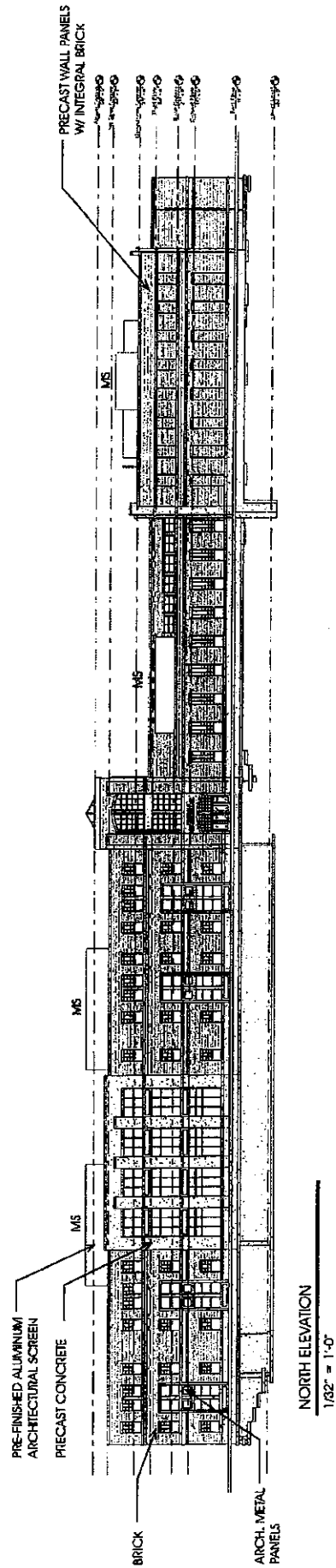
EYE-LEVEL PERSPECTIVE VIEW 'C'

CORDOCANCLARK
ARCHITECTS • ENGINEERS • PLANNERS

PERSPECTIVE VIEW

HINSDALE MIDDLE SCHOOL PROJECT
SCHOOL DISTRICT # 161

JAN 4, 2017

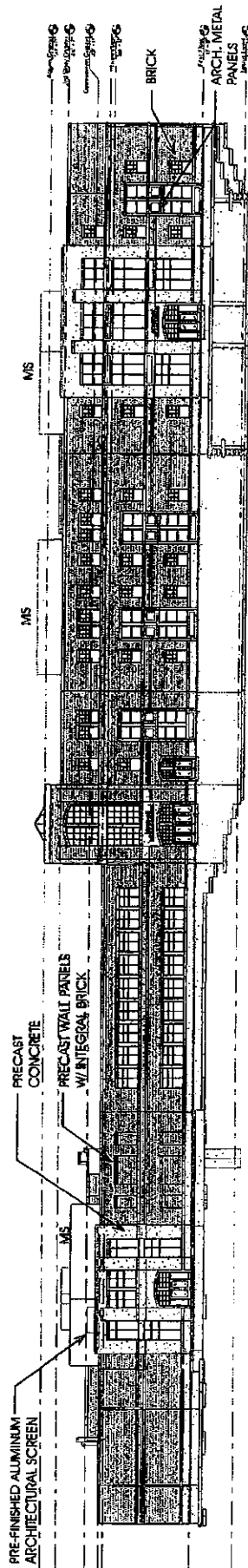


CORDOGANCLARK
ARCHITECTS

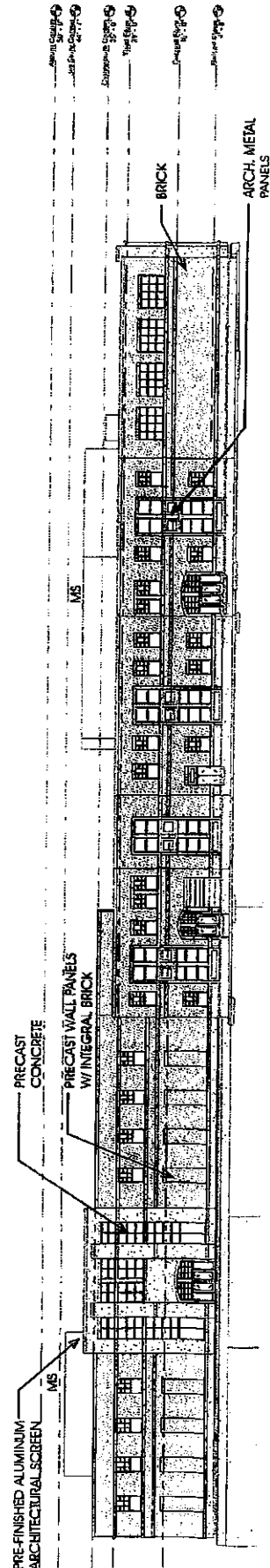
OVERALL BUILDING ELEVATIONS

HINSDALE MIDDLE SCHOOL PROJECT
SCHOOL DISTRICT # 181

JAN 4, 2017



SOUTH ELEVATION
1/32" = 1'-0"



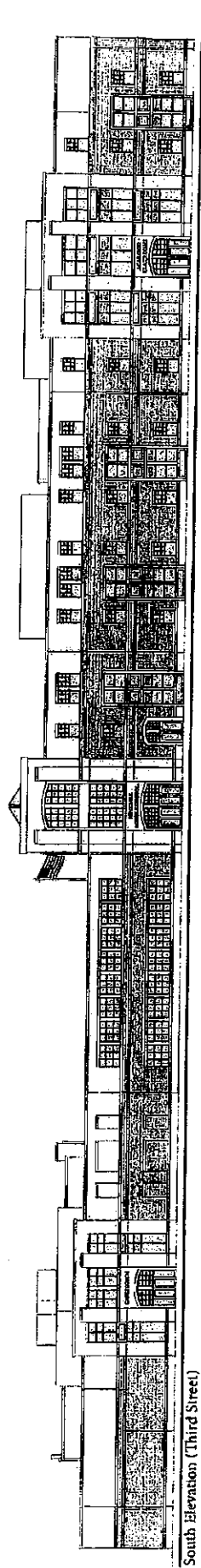
WEST ELEVATION
1/32" = 1'-0"

CORDOGANCLARK
ARCHITECTURE

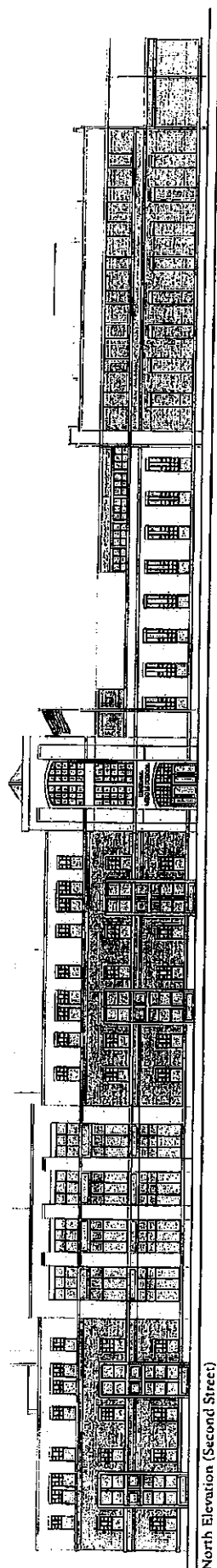
OVERALL BUILDING ELEVATIONS

HINSDALE MIDDLE SCHOOL PROJECT
SCHOOL DISTRICT # 181

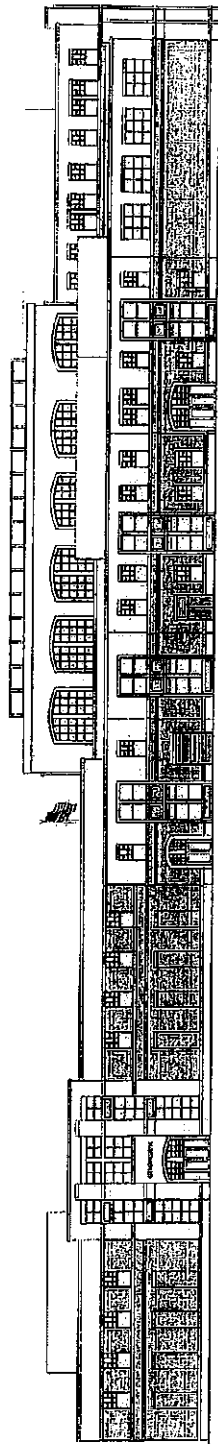
JAN 4, 2017



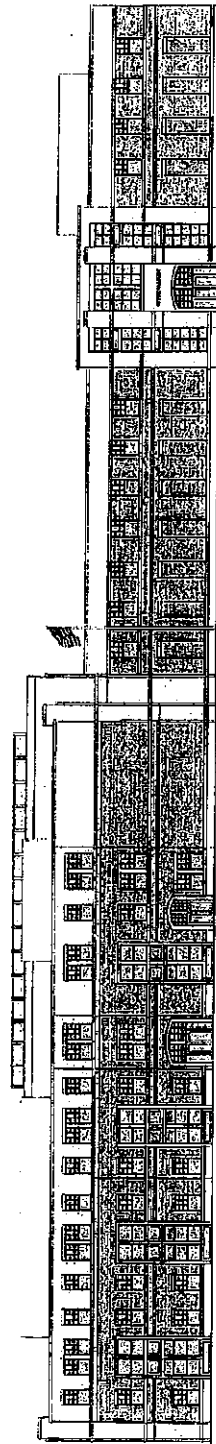
South Elevation (Third Street)



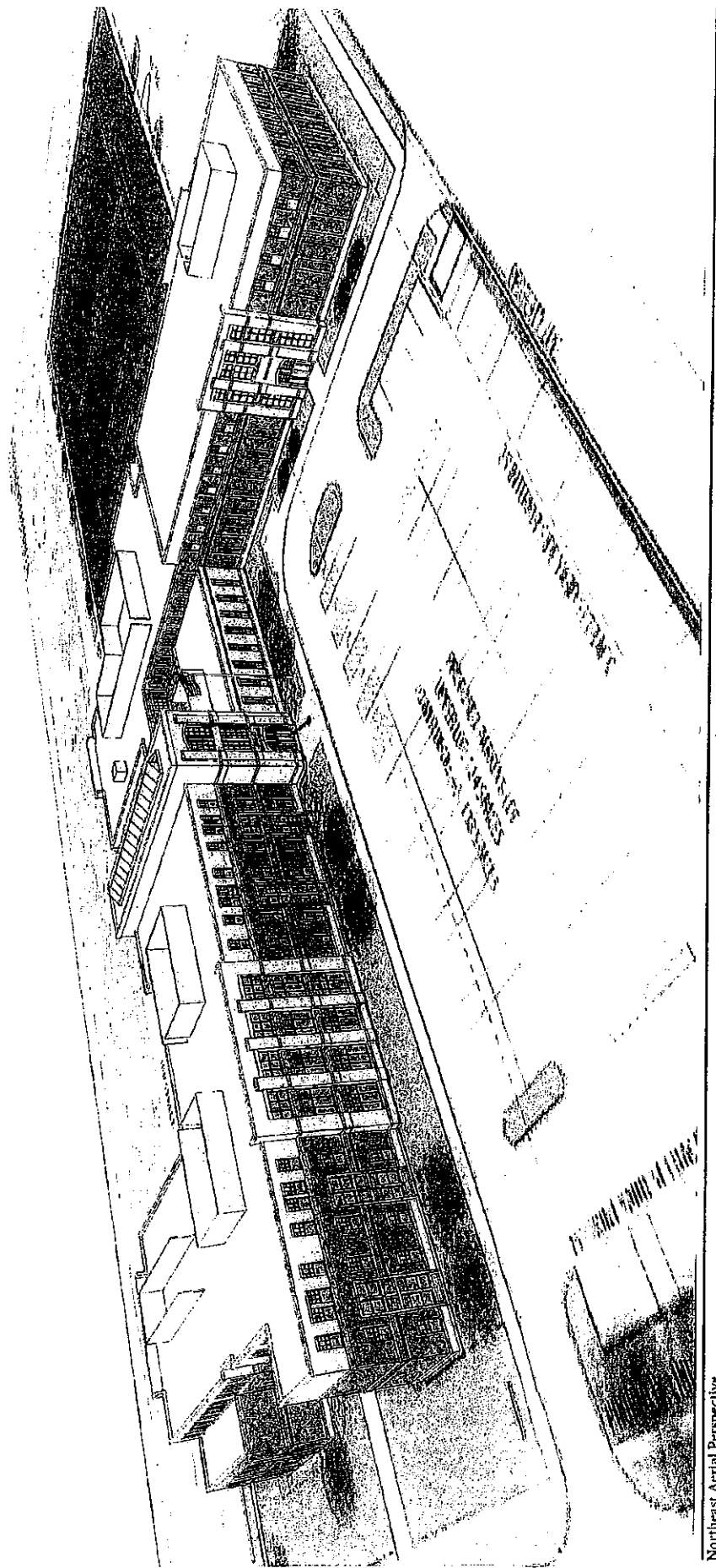
North Elevation (Second Street)



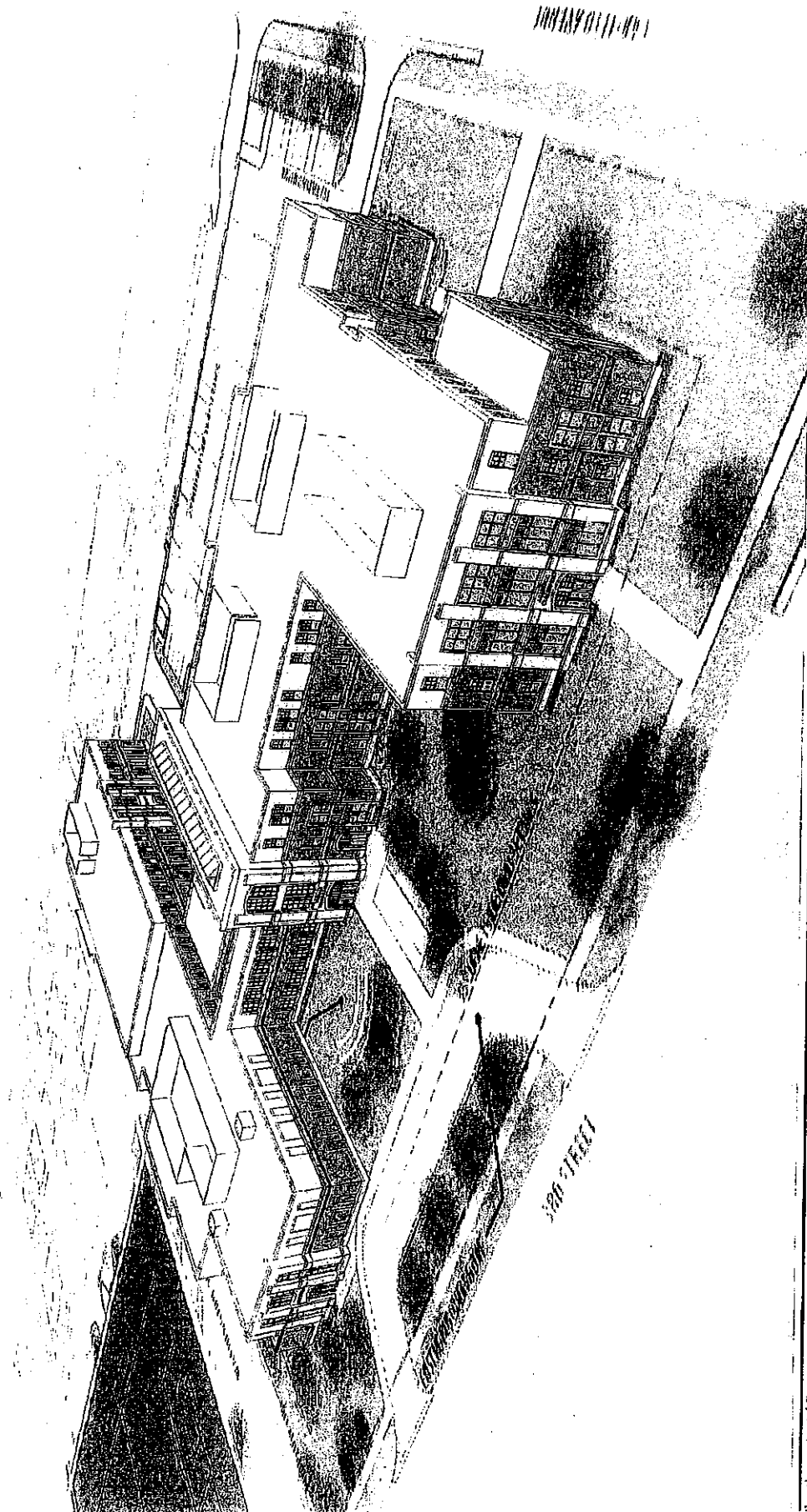
West Elevation (Washington Street)



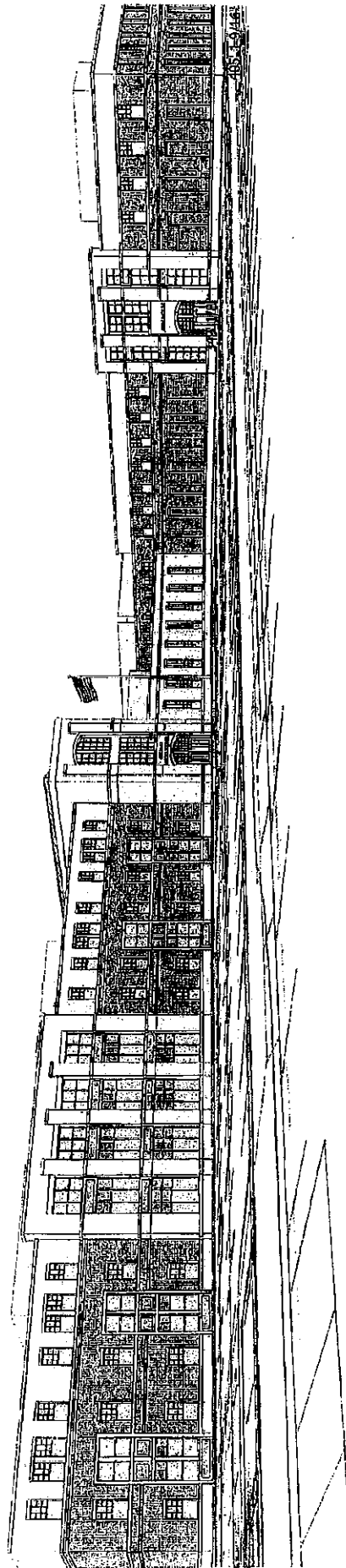
East Elevation (Garfield Street)



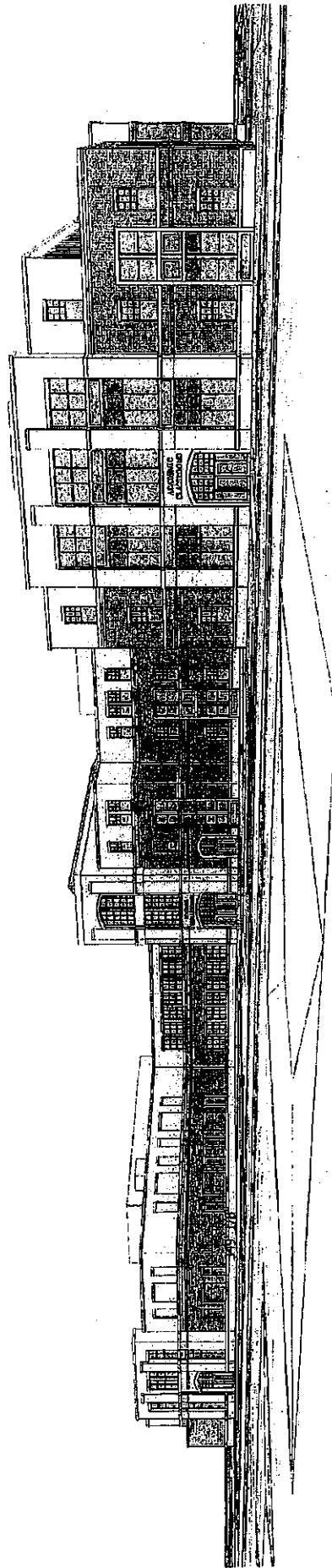
Northeast Aerial Perspective



Southeast Aerial Perspective



Northeast Perspective



Southeast Perspective

EXHIBIT C

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-41-2016 – Applicant: Community Consolidated School District 181 (application address: 100 S. Garfield Ave.)

Request: Exterior Appearance and Site Plan Review for the new Hinsdale Middle School

DATE OF PLAN COMMISSION (PC) REVIEW: January 19, 2017 (Special PC Meeting)

DATE OF BOARD OF TRUSTEES 1ST READING: March 7, 2017

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the applicant for the proposed new middle school, in the IB Institutional Building District. John Helfrich, project engineer, Don White, Superintendent of Community Consolidated School District 181 and Brian Kronewitter, project architect reviewed a PowerPoint presentation and reviewed the exhibits of the application. Brian showed where he drew inspiration from for the exterior design of the new school. John reviewed the site plan, logistics/traffic analysis and infrastructure features for the new school. Don spoke in regards to the school district administrative process for the development.
2. It was clarified by Chan, the Village Planner, that the surface parking lot is what is for review. Dr. White also confirmed this, and reviewed that there is no formal commitment with the Village for a parking deck. He also reiterated that the plan right now only reflects the surface parking lot. Any potential parking deck would require an intergovernmental agreement between the Village and school district; and review by the Zoning Board of Appeals, Plan Commission and Board of Trustees.
3. There were two persons from the audience who spoke during the public meeting. Mr. Schneider is a resident who lives across the middle school and reviewed his idea to move the bus lane from 3rd St. to Washington Street. John Helfrich explained that the traffic study indicated much more traffic on Washington St. vs. 3rd Street and therefore relocating the bus lane would be challenging and not an ideal plan. Mr. Merchantz, a commercial property owner on S. Lincoln Street asked the PC to do everything they can to support the potential District 181 and Village partnership for a bi-level parking deck. The PC listened, but replied that the application before them is for a surface parking lot only.
4. The PC was positively unanimous in favor of the design and exterior appearance of new middle school. Common expressions included that it looks great/terrific, it's a nice building and it would fit in well (architecturally) in the downtown. The site plan and logistics for the site plan was also viewed positively. However, the PC has requested that the applicant to submit more details for the: (1) landscape plan, (2) specific light design for the parking lot, (3) an elevation of the surface parking grade wall, (4) potential loading space drop off/pick up times (on Washington St.) with signage, and (5) to bring samples of the building materials and mechanical screening materials to the PC meeting on February 8 (Findings and Recommendations approval) and to the future Board of Trustees First Reading meeting.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plan and site plan as submitted, contingent on ZBA variation approval, as submitted in Case V-07-16, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," one (1) "Recused" and one (1) "Absent," recommends that the President and Board of Trustees approve the exterior appearance and site plan as submitted, contingent on ZBA variation approval, as submitted in Case V-07-16.

THE HINSDALE PLAN COMMISSION By:


Chairman

Dated this 13th day of February, 2017.

VILLAGE OF HINSDALE

ORDINANCE NO. O2017-36

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO A SITE PLAN AND EXTERIOR APPEARANCE PLAN TO ADD A PARKING DECK FOR A NEW MIDDLE SCHOOL AT 100 S. GARFIELD STREET, HINSDALE, ILLINOIS – COMMUNITY CONSOLIDATED SCHOOL DISTRICT #181/VILLAGE OF HINSDALE

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale have previously, through adoption of Ordinance No. O2017-14 on March 22, 2017 (the "Original Ordinance"), approved a Site Plan and Exterior Appearance Plan submitted by Community Consolidated School District #181 relative to the proposed construction of a new middle school, on the site of the existing middle school, on property located in the IB Institutional Buildings Zoning District at 100 S. Garfield Street (the "Subject Property"); and

WHEREAS, the Village has now received a joint application (the "Application") from Community Consolidated School District #181 and the Village of Hinsdale (collectively, the "Applicants") for approval of a major adjustment to the Site Plan and Exterior Appearance Plan previously approved in the Original Ordinance. The requested adjustment consists of the addition of a 319 space parking deck in lieu of the surface parking lot at the northeast corner of the Subject Property (the "Proposed Parking Deck"). The upper deck level of the Proposed Parking Deck will have 133 spaces and the lower deck will have 186 parking spaces. Use of the Proposed Parking Deck will be shared between the Applicants pursuant to an intergovernmental agreement. The Proposed Parking Deck is depicted in the revised plans from the Applicants attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Application and Proposed Parking Deck, and all of the materials, facts and circumstances affecting the Application and Proposed Parking Deck, and find the Application and Proposed Parking Deck to be in substantial conformity with the previously approved plans, and that the standards set forth in Section 11-604 and 11-606 of the Zoning Code relating to exterior appearance and major adjustments to previously approved site plans are satisfied.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of a Major Adjustment to the Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the major adjustment to the previously approved Site Plan and Exterior Appearance Plan

for the Subject Property at 100 S. Garfield Avenue, in the form of the Proposed Parking Deck as depicted in the revised plans attached hereto as **Group Exhibit A** and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance and the Original Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the revised plans attached hereto as **Group Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance and the Original Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property by the Applicants. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicants shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which applications and materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other

than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this 11th day of July, 2017, pursuant to a roll call vote as follows:

AYES: Trustees Ripani, Stifflear, Hughes, Posthuma, Byrnes

NAYS: None

ABSENT: Trustee Elder

APPROVED by me this 11th day of July, 2017, and attested to by the Village Clerk this same day.



Thomas K. Cauley, Jr., Village President

Christine M. Bruton
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY COMMUNITY CONSOLIDATED SCHOOL DISTRICT #181 TO THE CONDITIONS OF THIS ORDINANCE:

By: Don White

Its: Superintendent

Date: July 11, 2017

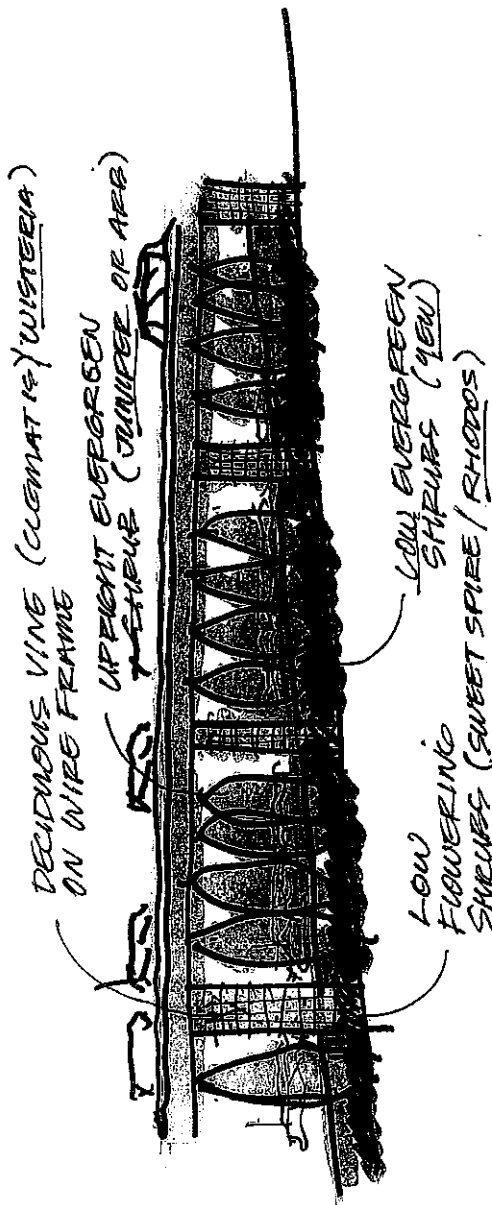
GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN REVISIONS

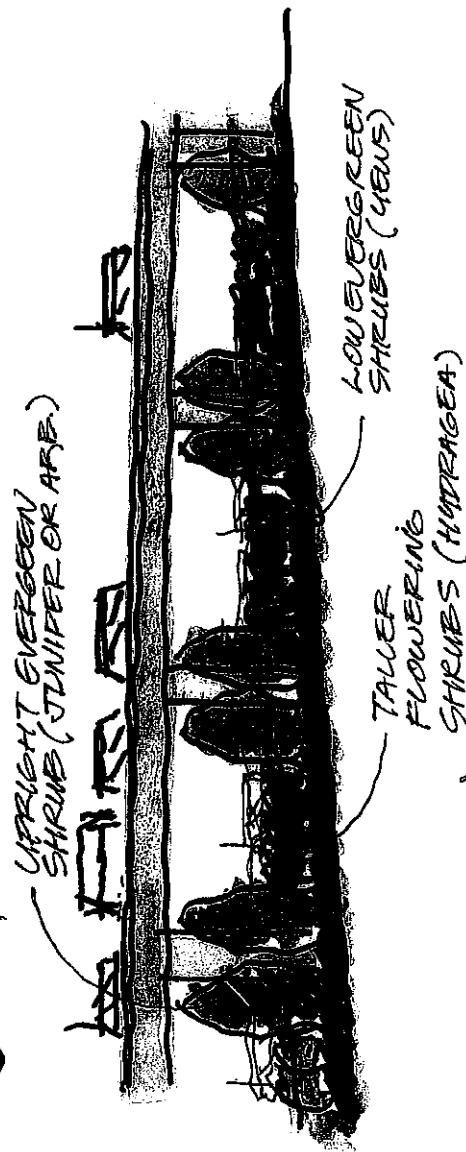
(ATTACHED)

100% WOOD

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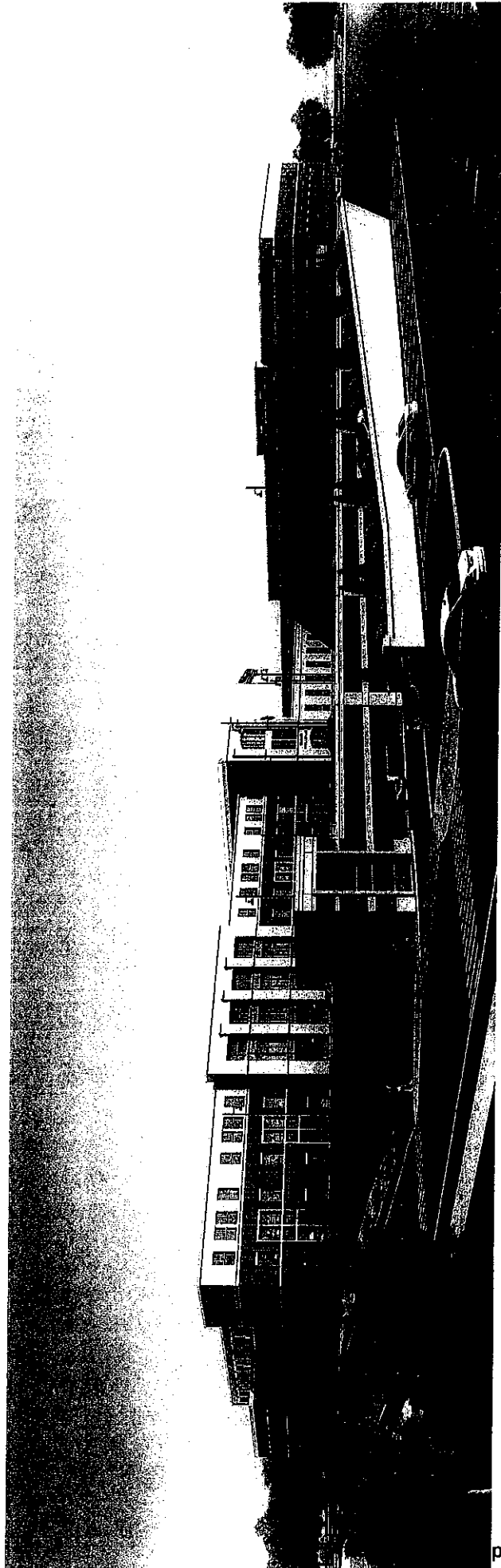
OPTION 'A'



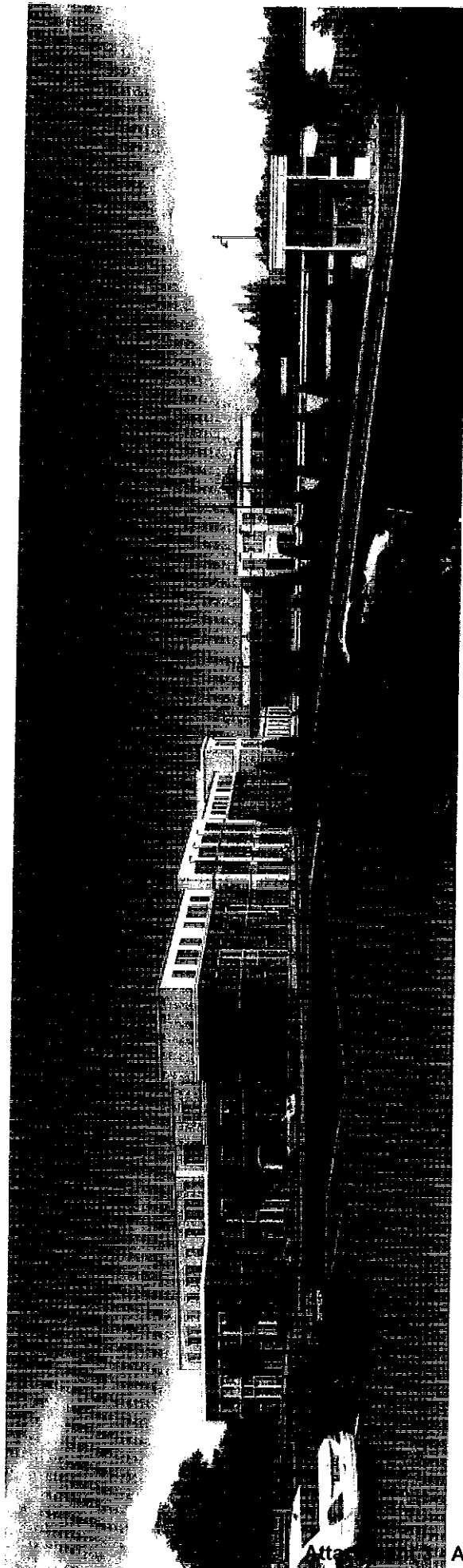
OPTION 'B'

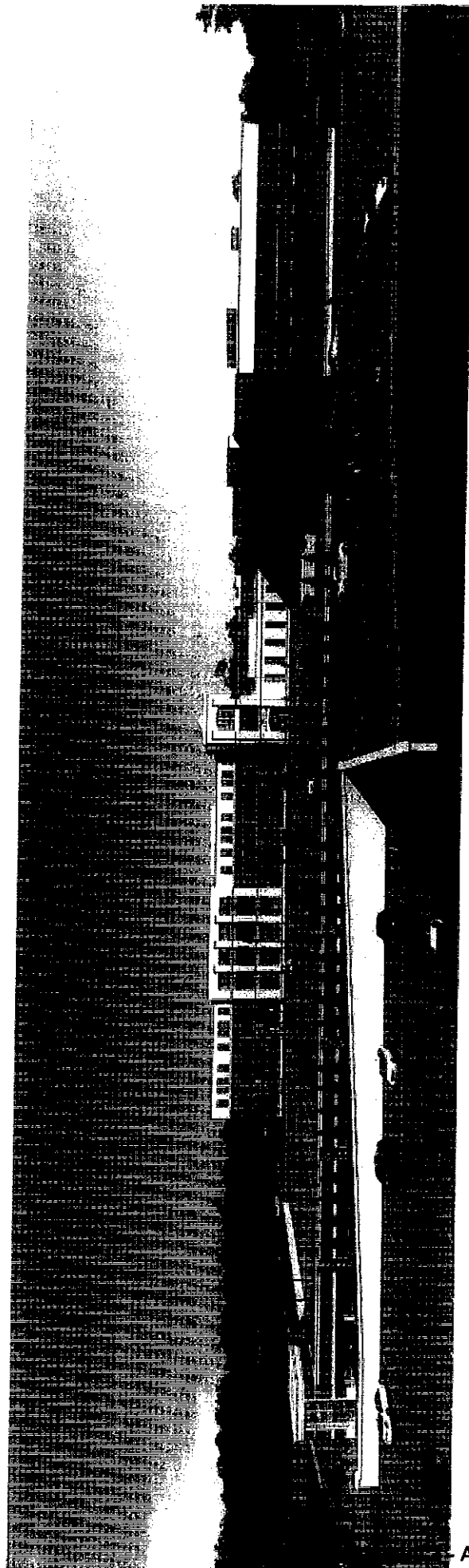
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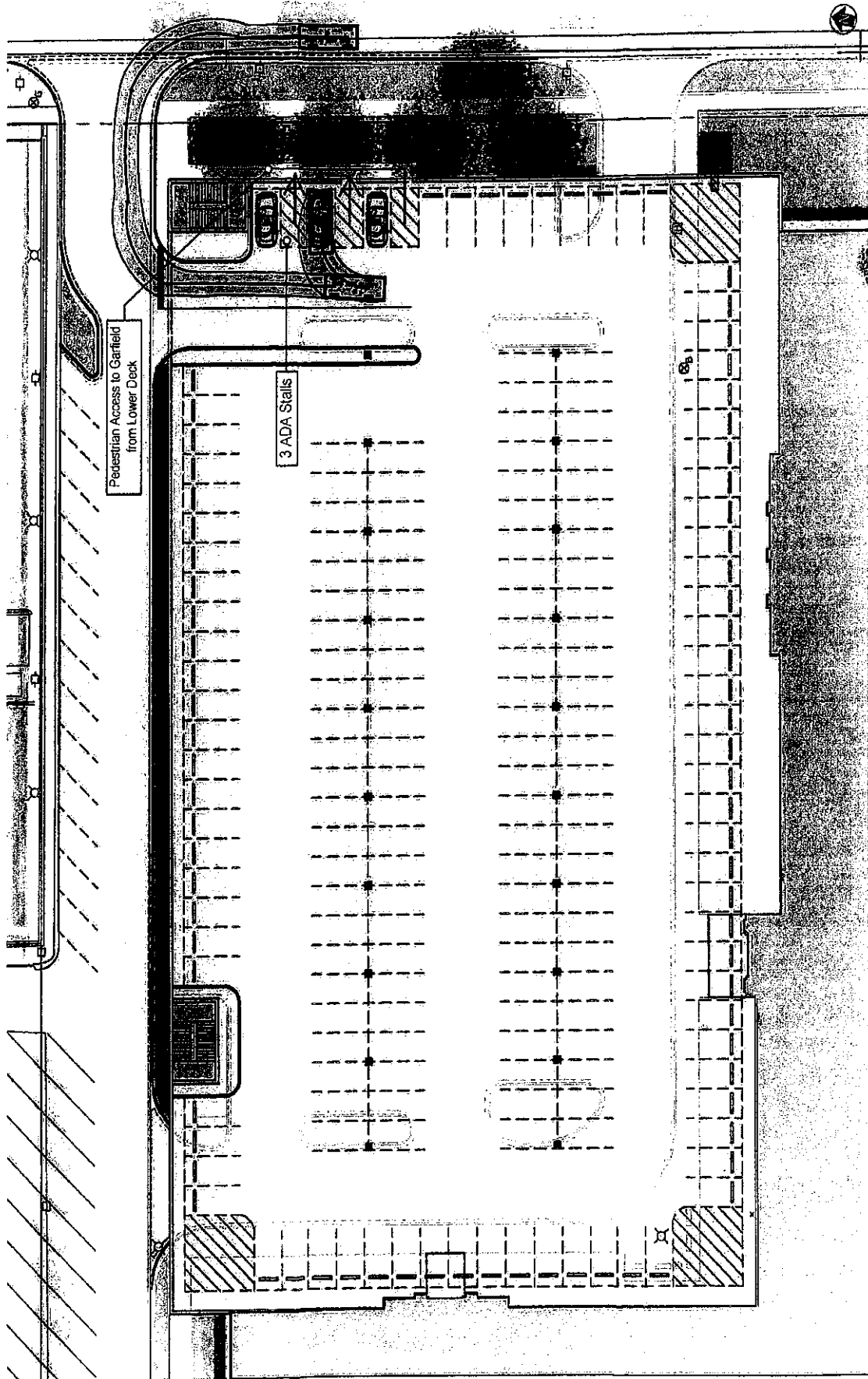


pproved July 11, 2017





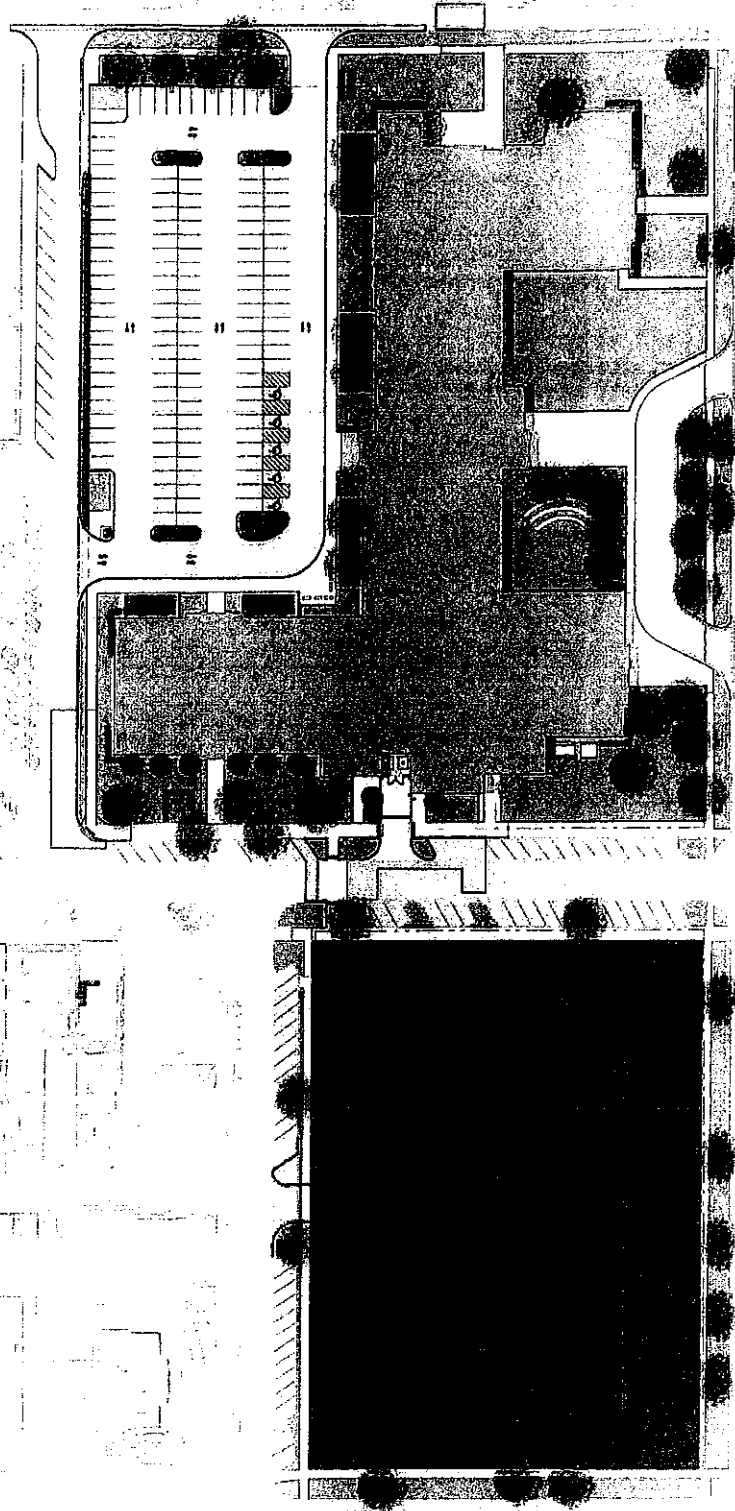
Approved July 11, 2017



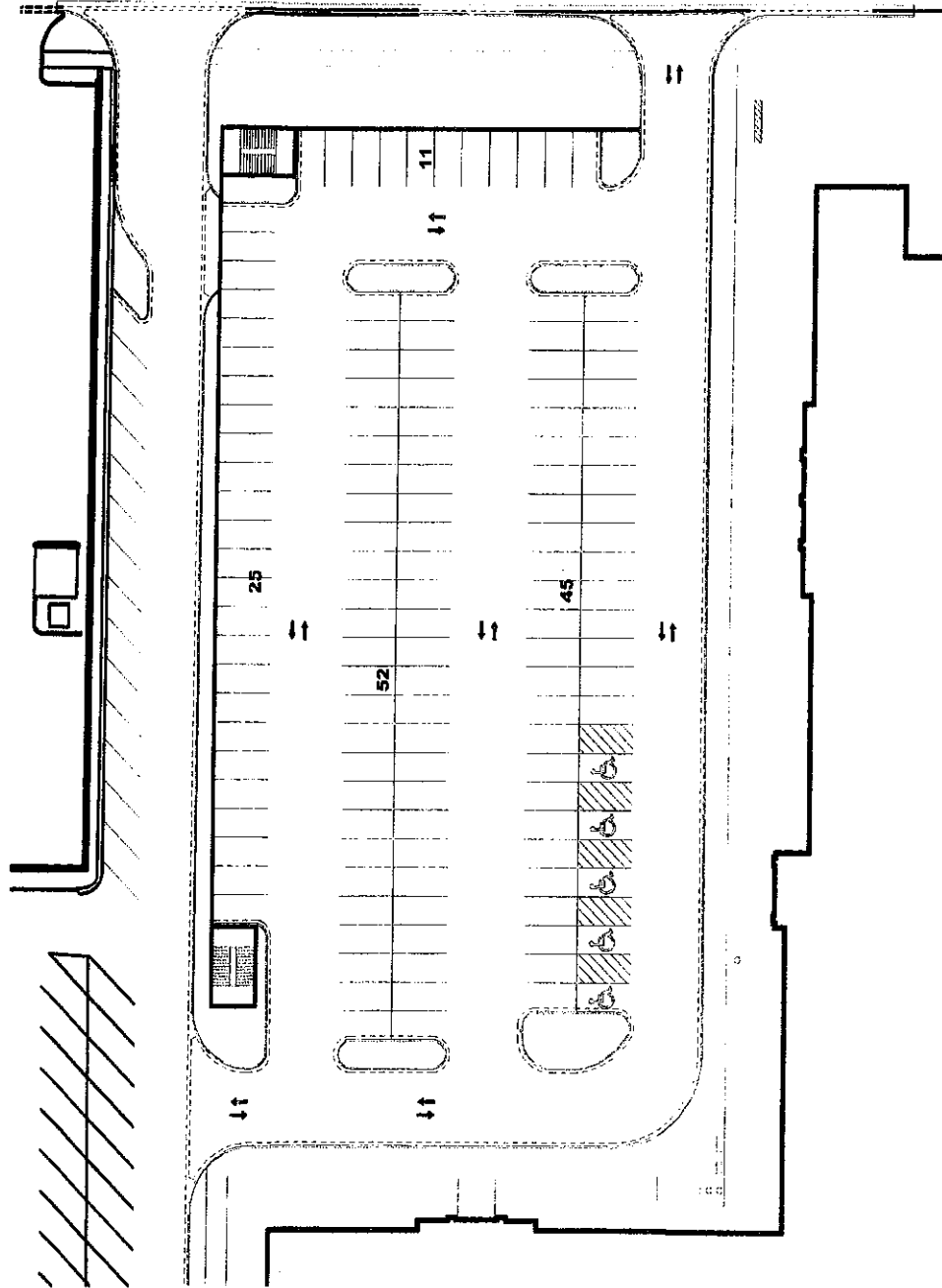
JUNE 6, 2017

HINSDALE MIDDLE SCHOOL - PARKING DECK
LOWER DECK CIRCULATION PLAN

Lower Deck



Upper Deck

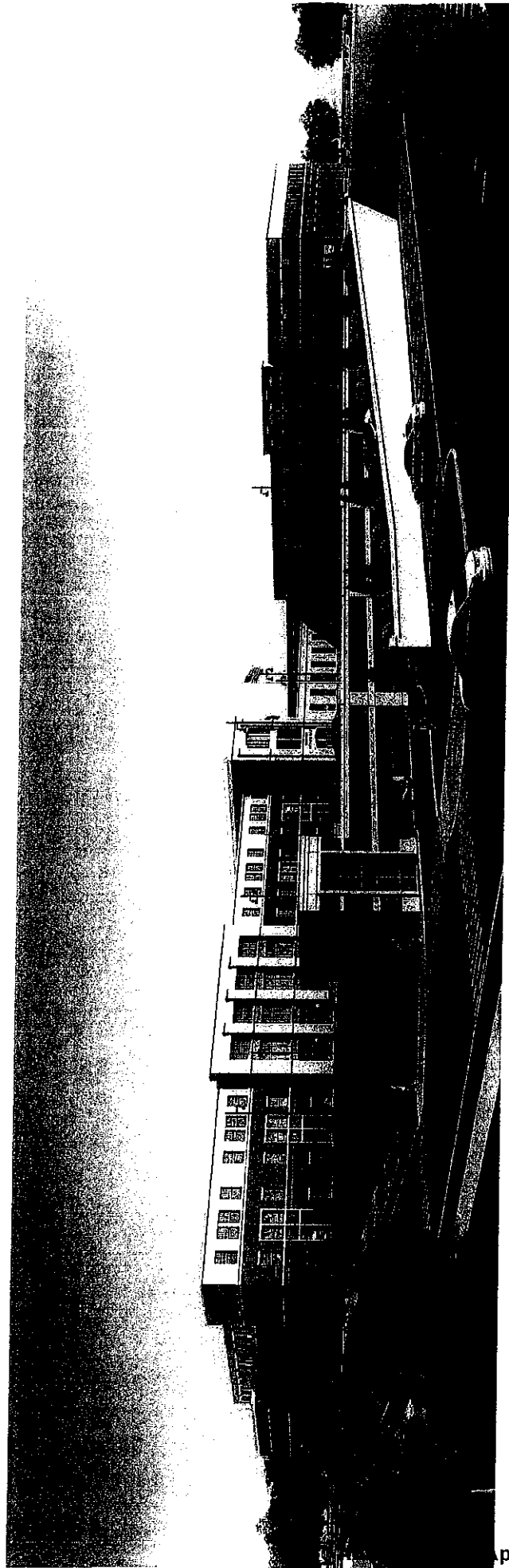


TOTAL UPPER LEVEL = 133 Spaces

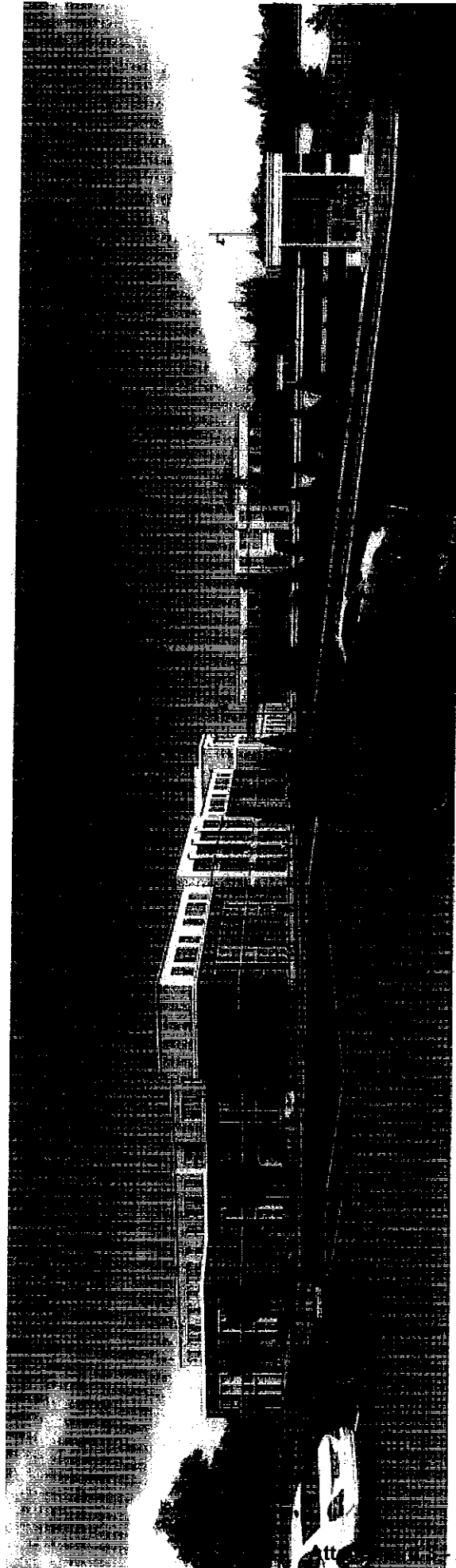
9' x 18' Stall Sizes Option

TOTAL DECK SPACES = 319

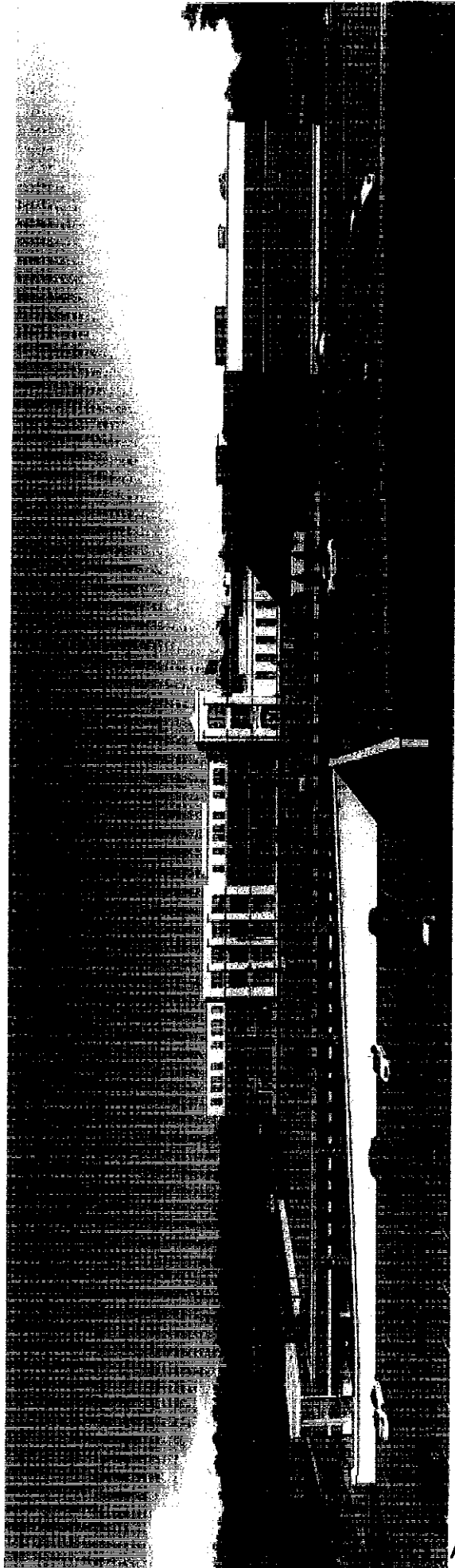
Upper Deck



Revised per the PC with brick on Stair Structure



Revised per the PC with brick on Stair Structure



Revised per the PC with brick on Stair Structure

Approved July 11, 2017

EXHIBIT B

**FINDINGS AND RECOMMENDATION
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: Case A-16-2017 – Applicant: Community Consolidated School District 181 and Village of Hinsdale (application address: 100 S. Garfield Ave.)

Request: Major Adjustment to approved Exterior Appearance and Site Plan for a Parking Deck for the New Hinsdale Middle School (Case A-41-2016)

DATE OF PLAN COMMISSION (PC) REVIEW: May 10, 2017

DATE OF BOARD OF TRUSTEES 1ST READING: June 13, 2017

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The PC heard testimony from the co-applicants, Community Consolidated School District 181 (CCSD) and Village of Hinsdale, for the proposed parking deck for the new Hinsdale Middle School (HMS), at 100 S. Garfield Ave. in the IB Institutional Building District. Ms. Kathleen Gargano, Village Manager, reviewed a brief history of the entitlement process from the new HMS with a surface parking lot to the current joint application with the CCSD for a parking deck. The Village Manager also reviewed the three elements the Board of Trustees (BOT) requested the Plan Commission (PC) to consider when they referred the application to the PC: (1) stair structure (enclosed or open plan), (2) parking deck landscaping options A and B, and (3) lower level ADA parking space (3 spaces) relocation to the northeast corner with new accessible path and door.
2. Mr. Brian Kronewitter, (project architect) reviewed the 2-level open parking deck, which allows natural daylight into both levels as well as ventilation. He reviewed the features of the parking deck including: 133 parking spaces on the upper level and 186 on the lower level, main access stairs at the northeast corner and smaller access stairs at the northwest corner. He also had the brick and precast materials of the parking deck displayed and reviewed that the lighting will reflect the existing lights on the subject property and be Code compliant.
3. Mr. John Helfrich (project engineer), reviewed the landscape plan around the perimeter of the parking deck (raised planters on the south and west side) as well as the islands on the upper deck. He illustrated the main difference between options A and B (Attachment 1) is that A better hides the columns and openings with more screening.
4. A Plan Commissioner expressed that getting light into the parking deck would be a good thing, and that lighting is more important than screening on that particular side of the deck since it doesn't face the street (interior side yard). For this reason, in addition to a better open feeling, the PC in general preferred option B. John and Brian added that planter boxes on the upper level wall could also be installed.
5. A Plan Commissioner asked the applicant to review the vehicular and pedestrian access of the site plan. John explained that the primary access is located in the northeast corner, which is a two-way access from Garfield Avenue. The Second Street access is one-way, and drivers leaving the parking deck will see a right turn only sign. John reviewed that traffic studies for this plan is well within the acceptable range. The ADA spaces will be accessible in and out onto the sidewalk without having to go through the stair structure. It was clarified that the 5 ADA spaces on the upper level are near the school entry at the northwest corner.

The circulation of traffic during school hours is from Second Street onto the upper deck while access into the upper deck from Garfield will be closed during drop off and pick up times. Drivers will be able to turn left or right when exiting the upper deck onto Garfield.
6. A Plan Commissioner asked the applicant for the height of the stair structure. Brian acknowledged that the final design and engineering grades are still in process, however, most likely the top of the stair structure parapet will be in the 24 to 26 feet range. In terms of the length and width of the stair structure, Brian clarified that it's their intent to build it as small as possible while meeting the ADA and building codes. Another Plan Commissioner expressed that the stone around the structure may be attributing to the bulky appearance. Brian explained the precast structure is a factor of economy (the budget submitted to the Village 4-months ago reflected a precast structure) and the physical

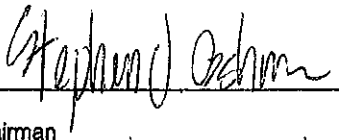
limitations of precast, limits the size and location of openings. A Plan Commissioner asked if there could be brick added to the stair structure to blend in with the school's brick. Brian agreed to submit a rendering of the stair structure with brick for consideration (Attachment 2).

7. A Plan Commissioner expressed concern for the safety of the students and parking deck users since it is partially enclosed. Brian replied that panic buttons inside parking deck stairwells is common practice, and is most likely what he would recommend.
8. The public meeting was notified by publication in the Hinsdalean on April 20, 2017, 250' certified mailing and signage on the subject property. There was no one from the audience who commented at the meeting on May 10, 2017.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed major adjustment to an exterior appearance and site plan as submitted, supporting the landscape option B (Attachment 1), and with the condition the applicant submit a rendering of the stair structure with brick (Attachment 2) and planter boxes for the Board to consider, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," one (1) "abstained," and two (2) "Absent," recommends that the President and Board of Trustees approve the major adjustment application as submitted.

THE HINSDALE PLAN COMMISSION By:


Chairman

Dated this 14 day of June, 2017.

Administration

AGENDA SECTION: EPS- First Reading

SUBJECT: Recommendation to approve and award certain competitive bids included in Bid Group 2 for the parking deck project

MEETING DATE: June 13, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To approve and award certain specified Bid Group 2 competitive bids as indicated herein.

Background

As you are aware, the parking deck project has been divided into three bid groups.

Bid Group 1 consists of excavation and construction of the storm water management system. This work was bid in the fall of with a December 8, 2018 bid opening date. Final award of Bid Group 1 is recommended as agenda item 1, under Second Readings.

Bid group 2 consists of precast concrete, concrete, mechanicals, electrical, fire suppression, glazing, asphalt, roofing and miscellaneous metals and fencing. Bid Group 2 was bid out on March 22, 2019 with a bid opening date of April 18, 2019.

Bid group 3 consists of landscaping, water proofing and the rebid of the plumbing.

The Village's design and construction manager, Wight, prepared all design and bidding documents for the parking deck project. Wight, with the assistance of the Village's Owner's representative, were responsible for the analysis, review and recommendations regarding bid awards. Village staff provided input as needed.

Wight advertised both bid packages in the usual trade publications and on-line for the customary 21 days. Both Bid Group 1 and Bid Group 2 received responses from interested contractors deeming them competitive and representative of the current market.

The table below provides a summary of the lowest bidders. The total amount being asked by the Board to approve is \$2,190,640.65.

Please note that two components of Bid Group 2 are not recommended for approval as it relates to the plumbing and precast.

The table below sets forth contains the lowest responsive bidder by construction component:

Construction Component	Bidder Name	Base plus (Alternate)	Notes
Concrete	Linblad Construction Company of Joliet	\$ 1,045,500.00	Incldes \$26,500 for sheet pile remvl
Mis Metals/Fencing	Brinnzel Industries	\$ 89,491.00	
Roofing	Bennett & Brosseau Roofing	\$ 9,000.00	
Asphalt	Schroeder Asphalt	\$ 263,378.65	not available for less from VOH road supplier
Glazing	Northern Glass Inc	\$ 25,000.00	
Gen Carp/Paint	LJ Morse	\$ 76,500.00	
Fire Suppression	Automatic Fire Systems Inc	\$ 135,490.00	
Mechanical	Mechanical Concepts of IL Inc	\$ 109,000.00	
Electric	Airport Electric Company	\$ 437,281.00	Includes \$516 nema enclosure
	Total	\$ 2,190,640.65	

Discussion & Recommendation

The Village's Owner's Representative Scott Creech and Wight recommend the awarding the bid to the lowest responsive bidder included in the table above. All of the bids include the base bids only with the exception of concrete bid which includes the base bid plus an alternate for sheet pile removal for \$26,500 and the electrical bid that includes an alternate for a NEMA enclosure for an additional \$516. The bid return summaries attached list these items as "alternates" however, both the sheet pile removal and NEMA enclosure are required. The Village received a very good and competitive bid return, which is a good representation of the current market. The plumbing bid that was included also included in Bid Group 2 has been removed from consideration. The Board will consider a separate RBA recommending that the plumbing bids be rejected and the plumbing component re-bid.

Budget Impact

The budget estimate provided by Wight were divided into categories that were different than the individual construction components included in Bid Group 2, with the exception of precast concrete. A review of the Bid Group 2 bid returns (with the exception of pre-cast concrete) is very close to the budget estimate.

Village Board and/or Committee Action

N/A

Documents Attached

1. Bid Group 2 bid returns (without precast concrete).

Village of Hinsdale
Parking Deck
07-6807-02
4/18/19 - 3:00 pm



Bid Group 2
Bid Package #3-Concrete

Bidder	Base Bid	ALT #1 (ADD) Additional Stair Tower	ALT #2 (ADD) Concrete for Lower Level	ALT #3 (ADD) Storm Trap Slab	ALT #4 (ADD) Sheet Pile Removal	ADD #1	ADD #2	ADD #3	Bid Security	Remarks
Baumgartner Construction Naperville, IL	\$1,676,000.00	\$30,000.00	\$529,100.00	\$155,800.00	\$147,900.00	X	X	X	X	
Concrete by Wagner, Inc. Lockport, IL	\$1,128,279.00	\$20,840.00	\$342,568.00	\$109,276.00	\$35,000.00	X	X	X	X	
Lundblad Construction Co. of Joliet Joliet, IL	\$1,019,000.00	\$4,200.00	\$128,900.00	\$429,000.00	\$26,500.00	X	X	X	X	
Manusso General Contracting Inc. Hinsdale, IL	\$1,563,000.00	\$25,750.00	\$561,000.00	\$158,500.00	\$72,600.00	X	X	X	X	
Parkway Forming Inc. South Elgin, IL	\$1,296,000.00	\$39,600.00	\$496,000.00	\$115,000.00	N/A	X	X	X	X	
Premium Concrete, Inc. Dover Grove, IL	\$1,158,700.00	\$47,200.00	\$347,900.00	\$130,900.00	\$40,000.00	X	X	X	X	
Schaeffges Brothers, Inc. Wheeling, IL	\$1,840,000.00	\$68,000.00	\$673,000.00	\$198,900.00	N/A	X	X	X	X	



Village of Hinsdale						
Parking Deck						
07-6807-02						
4/18/19 - 3:00 pm						
Bid Group 2						
Bid Package #4-Misc Metals/Fencing						
Bidder	Base Bid	ALT #1 (ADD)	ADD #1	ADD #2	ADD #3	Bid Security
		Additional Stair Tower				Remarks
Brinzel Industries Lockport, IL	\$89,491.00	\$21,048.00	X	X	X	X
S.G. Krauss Company Elk Grove Village, IL	\$109,000.00	\$22,660.00	X	X	X	X
Waukegan Steel, LLC Waukegan, IL	\$98,560.00	\$23,700.00	X	X	X	X



Village of Hinsdale							
Parking Deck							
07-6807-02							
4/18/19 - 3:00 pm							
Bid Group 2							
Bid Package #5-Roofing							
Bidder	Base Bid	ALT #1 (ADD)	ADD #1	ADD #2	ADD #3	Bid Security	Remarks
Additional Stair Tower							
Anthony Roofing, Ltd. Aurora, IL	\$26,430.00	\$26,430.00	X	X	X	X	
Bennett & Brosseau Roofing Inc. Hinsdale, IL	\$9,000.00	\$8,700.00	X	X	X	X	



Village of Hinsdale								
Parking Deck								
07-6807-02								
4/18/19 - 3:00 pm								
Bid Group 2								
Bid Package #6 Asphalt								
Bidder	Base Bid	ALT #1 (Deduct) Asphalt parking lot in lower level	ADD #1	ADD #2	ADD #3	Bid Security	Remarks	
Abbey Paving Co., Inc. Aurora, IL	\$318,745.00	-\$246,700.00	X	X	X	X		
Accu-Paving Co. Broadview, IL	\$279,324.00	-\$220,000.00	X	X	X	X		
Schroeder Asphalt Huntley, IL	\$263,378.65	-\$150,000.00	X	X	X	X		



Village of Hinsdale Parking Deck 07-6807-02 4/18/19 - 3:00 pm								
Bid Group 2 Bid Package #7 - Glazing								
Bidder	Base Bid	ALT #1 (ADD)	ADD #1	ADD #2	ADD #3	Bid Security	Remarks	
Additional Stair Tower								
3F Corporation Alsip, IL	\$27,100.00	\$34,900.00	X	X	X	X		
Accurate Glass, Inc. Addison, IL	\$28,795.00	\$35,352.00	X	X		X		
C.A.D. Contract Glazing, Inc. Wheeling, IL	\$36,600.00	\$39,800.00	X	X	X	X		
Northern Glass Inc. Elk Grove Village, IL	\$25,000.00	\$32,000.00	X	X	X	X		
Oakton Architectural Glass Wood Dale, IL	\$44,700.00	\$47,800.00	X	X	X	X		



Village of Hinsdale								
Parking Deck								
07-6807-02								
4/18/19 - 3:00 pm								
Bid Group 2								
Bid Package #8 General Carpentry/Painting								
Bidder	Base Bid	ALT #1 (ADD)	ADD #1	ADD #2	ADD #3	Bid Security	Remarks	
Additional Stair Tower								
DBM Services, Inc. Mokena, IL	\$138,000.00	\$8,500.00	X	X	X	X		
LJ Morse Aurora, IL	\$76,500.00	N/A	X	X	X	X		
Manusos General Contracting, Inc. Fox Lake, IL	\$227,595.00	\$9,899.00	X	X	X	X		

Village of Hinsdale
Parking Deck
07-6807-02
4/18/19 - 3:00 pm



Bid Group 2
Bid Package #9-Fire Suppression

Bidder	Base Bid	ALT #1 (ADD)	ADD #1	ADD #2	ADD #3	Bid Security	Remarks
Additional Stair Tower							
Automatic Fire Systems, Inc. Machesney Park, IL	\$135,490.00	\$1,507.00	X	X	X	X	
Nelson Fire Protection Machesney Park, IL	\$227,963.00	\$4,400.00	X	X	X	X	
United States Alliance Fire Protection Lake Forest, IL	\$106,325.00	\$600.00	X	X	X	X	

Village of Hinsdale
 Parking Deck
 07-6807-02
 4/18/19 - 3:00 pm



Bid Group 2
 Bid Package #1.1-Mechanical

Bidder	Base Bid	ADD #1	ADD #2	ADD #3	Bid Security	Remarks
Amber Mechanical Contractors, Inc. Alsip, IL	\$172,800.00	X	X	X	X	
Emcor Group Buffalo Grove, IL	\$125,000.00	X	X	X	X	
Flo-Tech Mechanical Systems, Inc. Addison, IL	\$125,500.00	X	X	X	X	
Jensen's Plumbing & Heating Woodstock, IL	\$168,500.00	X	X	X	X	
Mechanical Concepts of Illinois, Inc. Romeoville, IL	\$109,000.00	X	X	X	X	
MG Mechanical Contracting, Inc. Woodstock, IL	\$114,450.00	X	X	X	X	

R.J. Olmen Company					
Glenview, IL					
	\$148,075.00	X	X	X	X

REQUEST FOR BOARD ACTION
Administration

AGENDA SECTION: Agenda Section – EPS Consent

SUBJECT: Recommendation to Reject Competitive Bids-Parking Deck Plumbing

MEETING DATE: June 13, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

To reject all competitive bids for plumbing for the parking deck project.

Background

On March 22, 2019, Wight Construction issued Bid Group 2 for the parking deck construction project. On April 18, 2019, the Bid Group 2 returns were received and publically opened. Included in Bid Group 2 were bids for the plumbing.

Discussion & Recommendation

Due diligence is performed on proposals received in response to the bid notice. Certain respondents to the bid notices provided bids that were determined to be not responsive to the design specifications. Other bidders were above budget estimates. The low bidder was disqualified due to an error in bidding. The bid results are summarized on the attached documents.

Village staff as well as the Village's owner's representative Scott Creech discussed the plumbing specifications with representatives from Wight and are recommending that the plumbing bids be rejected, the system be re-designed and competitively bid again with the new design. The new design will better address the plumbing needs for the deck and may be less expensive than the bid responses received on April 18, 2019.

Budget Impact

The budget impact will not be determined until the results from re-bidding the plumbing are available.

Village Board and/or Committee Action

N/A

Documents Attached

1. Bid Group 2-plumbing bid summary.

<div> <div>Village of Hinsdale Parking Deck</div> <div>07-6807-02 4/18/19 - 3:00 pm</div> </div>		<div> <div>Bid Group 2</div> <div>Bid Package #1.0- Plumbing</div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>		<div> <div></div> <div></div> </div>	
<div> <div>Bidder</div> </div>				<div> <div>Base Bid</div> </div>		<div> <div>ALT #1 (ADD)</div> </div>		<div> <div>Additional Stair Tower</div> </div>		<div> <div>ADD #1</div> </div>		<div> <div>ADD #2</div> </div>		<div> <div>ADD #3</div> </div>		<div> <div>Bid Security</div> </div>		<div> <div>Remarks</div> </div>	
<div> <div>Caldwell Plumbing Wheaton, IL</div> </div>				<div> <div>\$262,500.00</div> </div>		<div> <div>N/A</div> </div>				<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>			
<div> <div>C.R. Leonard Plumbing & Heating Inc. Joliet, IL</div> </div>				<div> <div>\$153,500.00</div> </div>		<div> <div>\$20,500.00</div> </div>				<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>			
<div> <div>CW Burns Co., Inc. Downers Grove, IL</div> </div>				<div> <div>\$275,000.00</div> </div>		<div> <div>\$25,000.00</div> </div>				<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>			
<div> <div>JB Contracting Corp. LaSalle, IL</div> </div>				<div> <div>\$266,000.00</div> </div>		<div> <div>\$19,500.00</div> </div>				<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>			
<div> <div>Jensens Plumbing & Heating, Inc. Woodstock, IL</div> </div>				<div> <div>\$240,000.00</div> </div>		<div> <div>\$32,400.00</div> </div>				<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>			
<div> <div>Werner Nugent Plumbing Posen, IL</div> </div>				<div> <div>\$208,600.00</div> </div>		<div> <div>N/A</div> </div>				<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>		<div> <div>X</div> </div>			

Administration

AGENDA SECTION: EPS- First Reading

SUBJECT: Recommendation to reject parking deck precast concrete bids, waive competitive bids and award the precast bid to Illini Precast LLC.

MEETING DATE: June 13, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Motion 1: to reject all precast concrete bids received for the parking deck project.

Motion 2: to waive the competitive bidding process for precast concrete and award a contract to provide precast concrete to Illini Precast LLC located in Westchester IL in an amount not to exceed \$2,620,800.

Background

As you are aware, the parking deck project has been divided into three bid groups.

Bid Group 1 consists of excavation and construction of the storm water management system. This work was bid in the fall of with a December 8, 2018 bid opening date. Final award of Bid Group 1 is recommended as agenda item 1, under Second Readings.

Bid Group 2 consists of precast concrete, concrete, mechanicals, electrical, fire suppression, glazing, asphalt, roofing and miscellaneous metals, fencing and originally included plumbing. Bid Group 2 was bid out on March 22, 2019 with a bid opening date of April 18, 2019.

Bid Group 3 consists of landscaping, waterproofing and the rebid of the plumbing, subject to the Village Board's approval.

The Village's design and construction manager, Wight, prepared all design and bidding documents for the parking deck project. Wight, with the assistance of the Village's Owner's representative, were responsible for the analysis, review and recommendations regarding bid awards. Village staff provided input as needed.

Wight advertised both bid packages in the usual trade publications and on-line for the customary 21 days. Both Bid Group 1 and Bid Group 2 received responses from interested contractors deeming them competitive and representative of the current market.

The table below provides a summary of the precast concrete bids. This agenda item pertain solely to the precast concrete component of the project.

The table below contains the precast concrete base bids:

Bidder Name	Base Bid Amount
DuKane Precast Inc	\$2,476,715
Illini Precast	\$2,594,000
Spancrete of Illinois	\$2,850,000

All bids were reviewed for compliance with specifications by staff from Wight, the Village's deck designer and construction manager. Through their due diligence in review of the precast concrete bids, it was determined that the three bidders that responded to the bid process could not provide precast structures as provided for in the deck design and bidding documents. In summary, the majority of the upper level of the parking deck is supported by using 10 and 12 foot "t"s (support beams). However, approximately 10 specialty 8 foot "t"s were designed for the northwest corner of the deck. Due to the topography, the natural grade caused some design challenges in this area. The designer used non-standard 8 foot "t"s in the design to provide for a consistent ceiling clearance height on the lower level and to support the load from additional landscaping. Unfortunately, the precast suppliers in the area are unable to acquire 8 foot "t"s. Consequently, all bidders responded to the Village's notice of bid with the more commonplace, 10 foot "t"s. Due to the plans specifying 8 foot "t"s and those rules governing the sealed bidding process, none of the bidders is deemed to be responsive to the bid requests as a result of the substitution of 10 foot "t"s in place of the 8 foot "t"s. Therefore, all bids must be rejected.

Understanding the Village's desire to move the project forward, Wight queried each of the bidders to determine whether they had a "substitute" design for the 8 foot "t"s". Only Illini Precast LLC responded with an alternative design plan. Wight consulted with the structural engineers from Desman, the parking deck designer, and determined that the structural integrity of the deck could be achieved by using a substitute design of 10 foot double "t"s in the northwest area of the deck. Wight negotiated with the lowest responsible bidder, Illini and they can supply this design to the Village.

Discussion & Recommendation

Wight and the Village's Owner's Representative Scott Creech are recommending waiving the bid process and awarding the work to Illini Precast. There is a cost to changing the design and the award is \$26,800 above Illini Precast original bid of \$2,594,000. The precast will support the updated landscape design and reinforce the deck to 100 psf which along with timing is a key cost increase driver.

The timing component increase is a result of others having secured their orders before Hinsdale advertised its bid. There are a finite number of precast suppliers in the area and we are behind others who have secured work and consequently have seen our cost increase.

In the event that the Village would rebid this work, to try to secure any savings, it would be re-bid in the Fall. The delay from re-bidding the precast concrete of four additional months could delay completion of the deck by as much as 10 months due to the precast fabrication process

taking approximately 18 weeks. This would mean that construction would not start until 2020 and completion not until 2021.

Further, the Village would also lose the favorable bid received from Lima, lose the bids received for all the other components in Bid Group 2, that have been deemed competitive and cause coordination challenges with the Tollway who has agreed to accept all the soil from the project resulting in considerable savings for the Village. It is for all of those reasons that staff and its owners' representative recommend proceeding in this manner.

The low bidder, DuKane Precast chose to withdrawal from the process. Illini Precast LLC, the next lowest bidder submitted a modified design alternative that met the specification but was \$26,800 over their base bid, for a total of \$2,620,800. Wight and Desman (parking deck designer) have reviewed Illini Precast LLC design and found that it meets their design specifications to support a 100 psf that the School District required.

Waiving the bidding requirements and approving a contract with Illini Precast LLC requires a 2/3 vote by the Village Board.

Budget Impact


There is a significant impact to the budget as the precast is the only budget item that has grossly exceeded original budget estimates.

Village Board and/or Committee Action

N/A

Documents Attached

(None)

Village of Hinsdale Parking Deck 07-6807-02 4/18/19 - 3:00 pm															
Bid Group 2 Bid Package #2-Precast															
Bidder		Base Bid		ALT #1 (ADD)		ADD #1		ADD #2		ADD #3		Bid		Remarks	
				Additional Stair Tower								Security			
Dukane Precast, Inc. Naperville, IL		\$2,476,715.00		\$108,000.00		X		X		X		X			
Illini Precast, LLC Westchester, IL		\$2,594,000.00		\$147,200.00		X		X				X			
Spancrete of Illinois Naperville, IL		\$2,850,000.00		\$190,000.00		X		X		X		X			

**REQUEST FOR BOARD ACTION**
Administration

AGENDA SECTION: EPS- Second Reading

SUBJECT: Recommendation to approve the award of Parking Deck Bid Group 1 to Lima Excavating Contractors.

MEETING DATE: June 13, 2019

FROM: Bradley Bloom, Assistant Village Manager/Director of Public Safety

Recommended Motion

Approve awarding Bid Group 1 for excavation and storm water management for the parking deck project to Lima Excavating in an amount not to exceed \$1,914,400.

Background

The Village's parking deck project is being bid out in several bid packages. Initially, the Village, in an effort to advance certain elements of the project while final design was being completed, bid the first component of the project so that the Village would be prepared to immediately commence work upon the anticipated turnover of the Middle School site in early 2019. The Village's original timeline was impacted by the mediation process the Village and School District 181 engaged in over differences in the design of the parking deck.

Bid Group 1 consists of excavation and construction of the storm water management system. This work was bid in the fall of with a December 8, 2018 bid opening date. Final award of Bid Group 1 is recommended as agenda item 1, under Second Readings.

Bid group 2 consists of precast concrete, concrete, mechanicals, electrical, fire suppression, glazing, asphalt, roofing and miscellaneous metals and fencing. Bid Group 2 was bid out on March 22, 2019 with a bid opening date of April 18, 2019.

Bid group 3 consists of landscaping, water proofing and the rebid of the plumbing.

The Village's design and construction manager, Wight, prepared all design and bidding documents for the parking deck project. Wight, with the assistance of the Village's Owner's representative, were responsible for the analysis, review and recommendations regarding bid awards. Village staff provided input as needed.

The Village received six bid responses on December 6, 2018. One bidder, Maartam Construction was disqualified after it was determined that the bid provided was incomplete. The bid responses are summarized below and show that Lima Excavating is the next lowest responsive bidder:

Bidder Name	Base Bid
DuPage Top Soil	\$ 2,000,000.00
Berger Excavating Contractors	\$ 2,247,000.00
Lima Excavating	\$ 1,789,900.00
Maartam Construction (Disqualified)	\$ 1,875,478.00
Bolder Construction	\$ 2,636,000.00
Schwartz Excavating	\$ 1,905,300.00

Discussion & Recommendation

As the table on the previous page reflects, Lima Excavating was the lowest responsible bidder. Lima Excavating has held its 2018 bid prices to June to allow for the Village to work through design issues.

Bid Group 1 bid returns included an alternative bid for a concrete pad to be placed under the storm water vault. The attached bid return documents list the concrete pad as an alternate. The concrete pad is not optional but a required component of the storm trap. The same concrete pad was also included in the Bid Group 2 specifications. The benefit of awarding this work after Bid Group 2 results were received is that the Village was able to test the market for a component of Bid Group 1, the installation of the concrete pad beneath of storm trap. The bids for the concrete pad included with the Bid Group 2 returns for the concrete pad were all higher than the price Lima Excavating provided. The Bid Group 2 returns for the concrete pad came in higher than the Lima Construction bid included in Bid Group 1. Therefore, staff is recommending awarding Lima's base bid of \$1,789,900 plus the concrete pad for \$124,500 or a total of \$1,914,400.

The Village's excavation cost will also be reduced by a credit of \$6.00 dollars per cubic yard under an arrangement with the Tollway to provide a local dump disposal site.

Budget Impact

Wight evaluated the bid results and determined that the price quoted by Lima was competitive and recommended accepting the bid. Unlike the Village's traditional road projects the cost for work are not broken down in line item fashion but rather are taken on a lump sum basis. Despite being competitive and recommended by Wight the Lima bid is \$140,508 over budget estimates but overall cost has been reduced as credits have been given due to the Village's arrangement with the Tollway.

Village Board and/or Committee Action

On April 23, 2019 the Village Board approved the base bid award to Lima Construction for \$1,789,900. The original approval did not include a recommendation for the concrete pad as we were awaiting Bid Group 2 results that also included the concrete pad. Staff's review of the Bid Group 2 found that Lima's Bid Group 1 price for the concrete pad was lower than any of the Bid Group 2 results. Therefore, staff and Wight are now recommending awarding the concrete pad for \$124,500, which brings the total bid award to Lima to \$1,914,400.



REQUEST FOR BOARD ACTION

Documents Attached

Attached please find the Bid Group 1 returns.

BG1 Rev
 Latest



Village of Hinsdale
 New Parking Deck
 07-6807-03
 12/6/18 10:00 A.M.

Bid Group 1
Bid Package #1-Storm Detention System

Bidder	Base Bid	Alt. #1 Deduct Cubic	Alt. #2 Add Cubic	Alt. #3 Add	Bid Breakdown #1	Bid Breakdown #2	CMP Alternate	Bid Security	Addendum								
									1	2	3	4	5	6	7		
DuPage Topsoil West Chicago, IL	\$2,000,000.00	\$175,700.00	\$68.00	\$128,000.00	\$2,500.00	\$308,220.00	Deduct \$124,000	X	X	X	X	X	X	X	X	X	
Berger Excavating Contractors, Inc. Chicago, IL	\$2,247,000.00	-\$6.00	\$65.00	\$155,000.00	\$2,500.00	\$308,222.00	Deduct \$60,000.00	X	X	X	X	X	X	X	X	X	
Lima Excavating Ringwood, IL	\$1,789,900.00	-\$6.00	\$65.00	\$124,500.00	\$2,500.00	\$308,222.00	No Bid	X	X	X	X	X	X	X	X	X	
Martam Construction Co Elgin, IL	\$1,875,478.00	-\$14.00	\$116.00	\$103,000.00	\$2,500.00	\$308,222.00	\$1,170,478.00	X	X	X	X	X	X	X	X	X	
Bolder Contractors Deerfield, IL	\$2,636,000.00	-\$6.00	\$300.00	\$150,000.00	\$2,500.00	\$310,000.00	No Bid	X	X	X	X	X	X	X	X	X	
Schwartz Excavating Countryside, IL	\$1,905,300.00	-\$7.50	\$60.00	\$156,500.00	\$2,500.00	\$300,222.00	Deduct \$50,000.00	X	X	X	X	X	X	X	X	X	
Base Bid																	
Base Bid		Alt. #1 Deduct based on Estimated CY	Alt. #2 Add based on Estimated CY	Alt. #3 Add	Bid Breakdown #1	Bid Breakdown #2	CMP Alternate										
DuPage Topsoil		\$175,700.00	\$1,554,208.00	\$128,000.00	\$2,500.00	\$308,220.00	Deduct \$124,000										
Berger Excavating Contractors, Inc.		-\$155,136.00	\$1,680,640.00	\$155,000.00	\$2,500.00	\$308,222.00	Deduct \$60,000.00										
Lima Excavating		-\$155,136.00	\$1,680,640.00	\$124,500.00	\$2,500.00	\$308,222.00	No Bid										
Martam Construction Co		-\$361,984.00	\$2,999,296.00	\$103,000.00	\$2,500.00	\$308,222.00	\$1,170,478.00										
Bolder Contractors		-\$155,136.00	\$7,756,800.00	\$150,000.00	\$2,500.00	\$310,000.00	No Bid										
Schwartz Excavating		-\$193,920.00	\$1,551,360.00	\$156,500.00	\$2,500.00	\$300,222.00	Deduct \$50,000.00										
Lowest Number	Lima Excavating	Martam Construction Co	Schwartz Excavating	Martam Construction Co			Martam Construction Co										

	Base Bid	Alt. #1		Alt. #2		Alt. #3	Bid		CMP		With Out Slab		With Slab	
		Deduct based on Estimated CY	Add based on Estimated CY	Add	Breakdown #1		Breakdown #2	Alternate	Total To 294 and Ogden	Total Subtitle D	50/50	Total To 294 and Ogden	Total Subtitle D	50/50