

5W 9319

**PARKING LOT MANAGEMENT AGREEMENT BETWEEN  
THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY  
AND THE VILLAGE OF ORLAND PARK**

This Management Agreement made and entered into this 29<sup>th</sup> day of December, 1994 by and between the Commuter Rail Division of the Regional Transportation Authority, a division of a municipal corporation (hereinafter referred to as "Metra") and the Village of Orland Park, an Illinois municipal corporation (hereinafter referred to as the "Village");

**PRELIMINARY STATEMENT**

Metra owns a commuter parking facility (the "parking facility") located southeast of Southwest Highway and lying northwest of the Norfolk Railroad, just south of 179th Street, in the Village of Orland Park, Illinois, as indicated in Exhibit "A" attached hereto and by this reference made a part hereof; and

The Village has determined that it serves a valid public purpose for the Village to operate the parking facility as a daily parking lot on the terms set forth more fully hereinbelow;

**NOW, THEREFORE,** for and in consideration of the provisions and covenants below and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Metra and the Village do hereby covenant and agree as follows:

**1. Covenant and Term.**

a. Metra herewith assigns the operating and maintenance responsibilities associated with the parking facility to the Village.

b. This Agreement shall run for a period of twenty (20) years commencing on the date of acceptance by the Village. Either party shall have the option to terminate this Agreement for any reason upon ninety (90) days written notice, provided, however, if this Agreement is so terminated by Metra, Metra shall promptly reimburse the Village for any unamortized costs for capital improvements incurred by the Village pursuant to the provisions of paragraph 3 of this Agreement.

**2. Purpose of This Management Agreement.** The parties hereto agree that the purpose of this Agreement is to protect, maintain and operate the premises as a commuter parking facility with daily rates for public transportation. Neither party shall unreasonably interfere with the other party's role in this purpose. The Village desires (a) to control access to said premises, (b) to operate and maintain said premises, and (c) the facility shall be operated as a daily parking lot with spaces available on a first come-first serve basis. Parking lot fees set and collected by the Village shall be standardized for all patrons of the premises and the

Village shall in no circumstance discriminate against non-residents of the Village in setting parking fees. Metra reserves the right to review and approve the amount of the parking fee charged by the Village.

3. **Maintenance of Parking Facility.** The Village shall manage the parking facility and shall be responsible for the performance of "Routine Maintenance" throughout the use period. "Routine Maintenance" shall include but shall not be limited to such items as snow removal, insurance, lighting upkeep, patching pavement, patrolling and payment of utilities' expenses associated with the parking facility. The Village shall also be responsible for capital improvements to the parking facility which will include major rehabilitation items such as major parking lot repairs, resurfacing, rehabilitation, excavation, demolition of structures, new construction (defined for purposes of this Agreement to mean reconstruction of the existing parking lot, or any portion thereof, and related facilities), new light standard placement or replacement of light standards necessitated by damage to a structure by a vehicle.

4. **Application of Fees.** All fees collected shall first be utilized for routine maintenance and administrative expenses incurred from the operation of the parking facility. The remainder shall be deposited in a capital improvement account to be used for future rehabilitation of the parking facility.

5. **License to Operate.** The Village shall pay for the cost of any license(s) as required by federal, state, or local regulations in order to operate a commuter parking facility on the premises.

6. **Parking Facility Accounts.** The Village shall establish and maintain adequate accounting records of all revenues received from the operation of the parking facility based on generally accepted accounting principles consistent with the manner the Village maintains records of its other accounts in order to insure compliance with this Agreement. The Village shall permit and shall require any of its contractors to permit Metra, Regional Transportation Authority ("RTA") or any other agency authorized to perform such audit and inspection, to inspect all work, material and other data and records with regard to the parking facility and to audit the books and accounts of the Village and its contractors with regard to the parking facility. The Village will supply to Metra an annual audit of its records relating to the parking facility and shall make its records available to Metra at mutually convenient times. Supplying to Metra a copy of that portion of the annual Village audit relating to this parking facility shall satisfy the annual audit requirements of this paragraph.

7. **Retention of Records and Inspection.** The Village shall keep satisfactory records with regard to the use of the parking facility and shall submit to Metra, upon request, such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify Metra in all cases where the parking facility is used in a manner substantially different from that intended by this Agreement. Metra and the Village shall conduct a yearly joint inspection of the parking facility to assure compliance with the terms of this Agreement.

8. **Compliance.** The Village or its agent shall not permit the existence of any nuisance on the premises; shall not create dangerous or hazardous conditions on the premises, nor allow dangerous, explosive, flammable, or combustible materials on the premises which would increase or tend to increase the risk of fire; and further, the Village or its agent shall keep, observe and comply with all federal, state and local regulations, ordinances, and laws having jurisdiction of the premises. If, as a result of the Village's occupancy of the premises hereunder, any such regulation, ordinance or law is violated, the Village shall protect, save harmless, defend and indemnify Metra from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the Village, caused by, resulting from, or connected with such violation or violations.

9. **Insurance.** The Village and its contractors shall maintain in amounts and forms satisfactory to Metra such insurance throughout the term of the Agreement, either through the purchase of a conventional insurance policy or by way of participation in an intergovernmental agreement providing insurance or self-insurance to the Village. Such policies of insurance or self-insurance agreement shall include coverage for public liability, property damage and worker's compensation coverages.

10. **Indemnification.** The Village agrees to protect, indemnify, defend and forever save and keep harmless Metra, the Regional Transportation Authority (RTA), and the Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC), and their directors, employees and agents from, and to assume all liability and expense (including costs and attorneys' fees) as between the parties hereto for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from the maintenance, repairs, alteration, replacement, operation, presence or use of the premises, or the failure of the Village to comply with the provisions of this Agreement. However, in no event shall this be construed as an indemnification of Metra's own negligence.

Metra agrees to protect, indemnify, defend and forever save and keep harmless the Village, its officers and employees from, and to assume all liability and expense (including costs and attorneys' fees) as between the parties hereto for death or injury to any

person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from the failure of Metra to comply with the provisions of this Agreement. However, in no event shall this be construed as an indemnification of the Village's own negligence.

11. **Ownership.** Metra shall be and remain the owner of the parking facility improvements during the term of this Agreement. The improvements located on Village-owned property shall be considered personalty. The Village shall not cause said parking facility to become subject to liens or encumbrances of any kind. If any such lien shall be filed against property of Metra by anyone, including but not limited to the Village or any contractor, subcontractor or supplier of the Village, then, upon notice by Metra to the Village, the Village shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to Metra.

12. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties, their respective successors and assigns. The Village shall not assign this Agreement or sublet the same without written consent of Metra and such consent shall not be unreasonably withheld.

13. **Amendment.** Metra and the Village agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

14. **Titles.** The Village and Metra agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

16. **Notices.** All requests, notices, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid in the registered or certified mails of the United States, addressed to:

Metra - Director, Office of Real Estate &  
Contract Management  
547 West Jackson Boulevard  
14th Floor  
Chicago, IL 60661

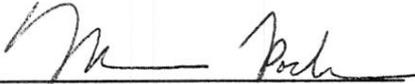
or to:

Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462  
Attn: Village Clerk

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

ATTEST:

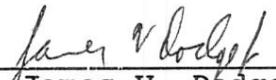
THE COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY

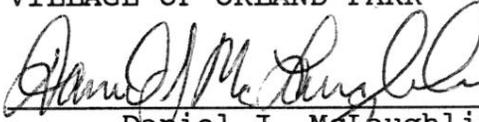
  
Maureen Pochron  
Assistant Secretary

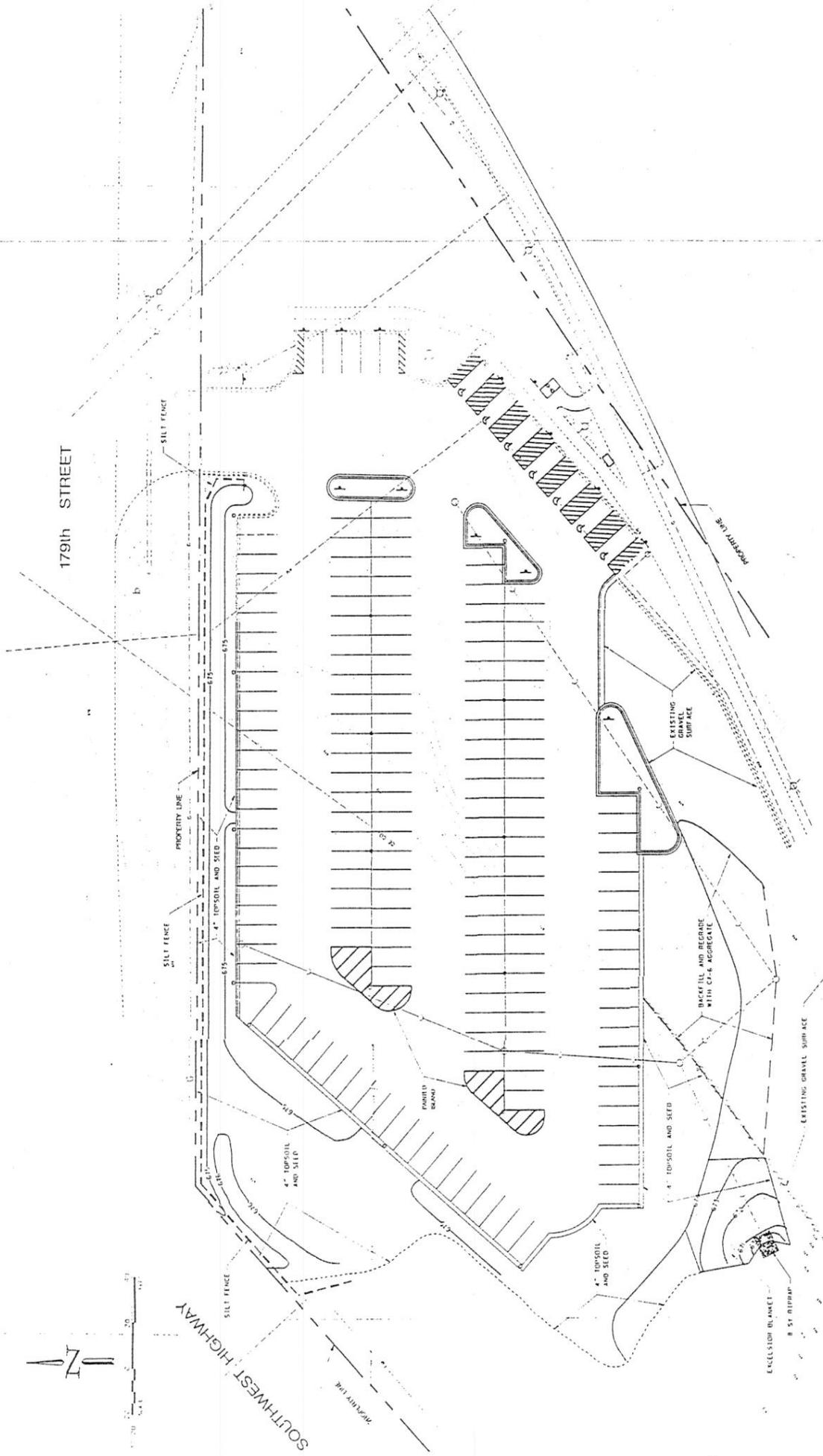
  
Philip A. Pagano  
Executive Director

ATTEST:

VILLAGE OF ORLAND PARK

  
James V. Dodge, Jr.  
Village Clerk

  
Daniel J. McLaughlin  
Mayor



Drawing Title **LANDSCAPING AND EROSION CONTROL PLAN**  
 Date: **JUNE 28, 1992** Drawing No. **7**

*Metropolitan Rail*  
 CHICAGO, ILLINOIS  
 179TH STREET COMMUTER RAIL FACILITY  
 ORLAND PARK, ILLINOIS

**Metra**  
 Metropolitan Rail  
 METRA Project No.

Designed \_\_\_\_\_  
 Approved \_\_\_\_\_  
 Drawn \_\_\_\_\_  
 Checked \_\_\_\_\_

No.	Date	Description	Drawn	Check	Appr.

**B** Ballinger, Lamb & Associates, Inc.  
 CONSULTING ENGINEERS  
 1000 N. MICHIGAN AVE., SUITE 1000  
 CHICAGO, ILLINOIS 60611

**AMENDMENT TO PARKING LOT MANAGEMENT AGREEMENT  
CONTRACT NO. SW9319**

This Amendment, dated this 11<sup>th</sup> day of September, 1997, shall amend and modify the Parking Lot Management Agreement entered into on December 29, 1994, ("**Agreement**") between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") and the Village of Orland Park, an Illinois municipal corporation ("**Village**") for the Village's operation and maintenance of the Metra parking facility east of Southwest Highway and south of 179th Street in Orland Park. To the extent the provisions of the Agreement are in conflict with the provision of this Amendment, the provision of this Amendment shall control. Metra and the Village are hereinafter sometimes jointly referred to as the "**Parties**".

**NOW, THEREFORE**, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Metra and the Village agree as follows:

1. Paragraph 11. Ownership. of the Agreement is hereby deleted in its entirety and the following Paragraph 11. Ownership. is substituted therefor:

"Metra shall be and remain the owner of the parking facility improvements during the term of this Agreement. The improvements located on Metra-owned property shall be considered personalty. The Village shall not cause said parking facility to become subject to liens or encumbrances of any kind. If any such lien shall be filed against property of Metra by anyone, including but not limited to the Village or any contractor, subcontractor or supplier of the Village, then, upon notice by Metra to the Village, the Village shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to Metra.

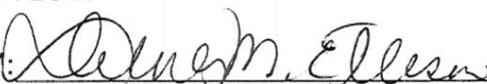
2. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

THE COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION AUTHORITY

By:   
Philip A. Pagano, Executive Director

ATTEST:

By:   
Assistant Secretary

VILLAGE OF ORLAND PARK

By:   
Village President

ATTEST:

By:   
Village Clerk

**SECOND AMENDMENT TO AGREEMENT FOR OPERATION AND MAINTENANCE  
OF PARKING FACILITY, CONTRACT NO. SW9319**

This Second Amendment, dated this 2nd day of August, 2004, shall amend and modify the Parking Lot Management Agreement for Operation of Commuter Parking Facility entered into on December 29, 1994 and amended by Amendment dated September 11, 1997, (jointly the "**Agreement**") between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") and the Village of Orland Park, an Illinois municipal corporation ("**Village**") for the Village's operation and maintenance of the Metra parking facility east of Southwest Highway and south of 179th Street in Orland Park. To the extent the provisions of the Agreement are in conflict with the provision of this Second Amendment, the provision of this Second Amendment shall control. Metra and Village are hereinafter sometimes jointly referred to as the "**Parties**".

**NOW, THEREFORE**, for and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Metra and Village agree that the Agreement shall be amended as follows:

1. Exhibit "A" delineating the parking facility and referred to in the first paragraph of the Preliminary Statement of the Agreement, is hereby amended and replaced with Exhibits, A-1, A-2 and A-3, attached to and made a part of this Second Amendment.

2. The first sentence of paragraph 1 (b), Titled Covenant and Term, is hereby deleted and replaced with the following:

"This Agreement shall run for a period of twenty (20) years commencing on the date of acceptance of this Second Amendment by the Village."

3. The second sentence of paragraph 3, titled Maintenance of Parking Facility, is hereby amended to include the following items as "Routine Maintenance" after the phrase "shall not be limited to such items as snow removal,":

"maintenance, rehabilitation, replacement and repair of the warming shelter, surrounding concrete, pavement, stone sitting areas, sidewalks and landscaping, ...."

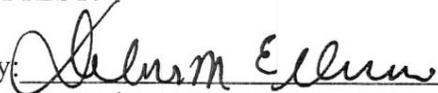
4. Capitalized terms and terms defined in the Agreement shall have the same meanings as ascribed to them in the Agreement unless otherwise defined in this Second Amendment. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first above written.

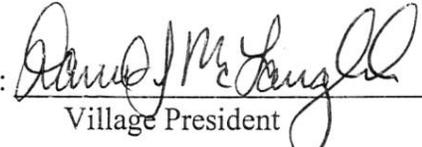
COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION  
AUTHORITY:

By   
Philip A. Pagano, Executive Director

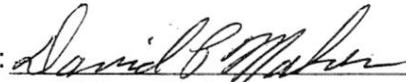
ATTEST:

By   
Assistant Secretary

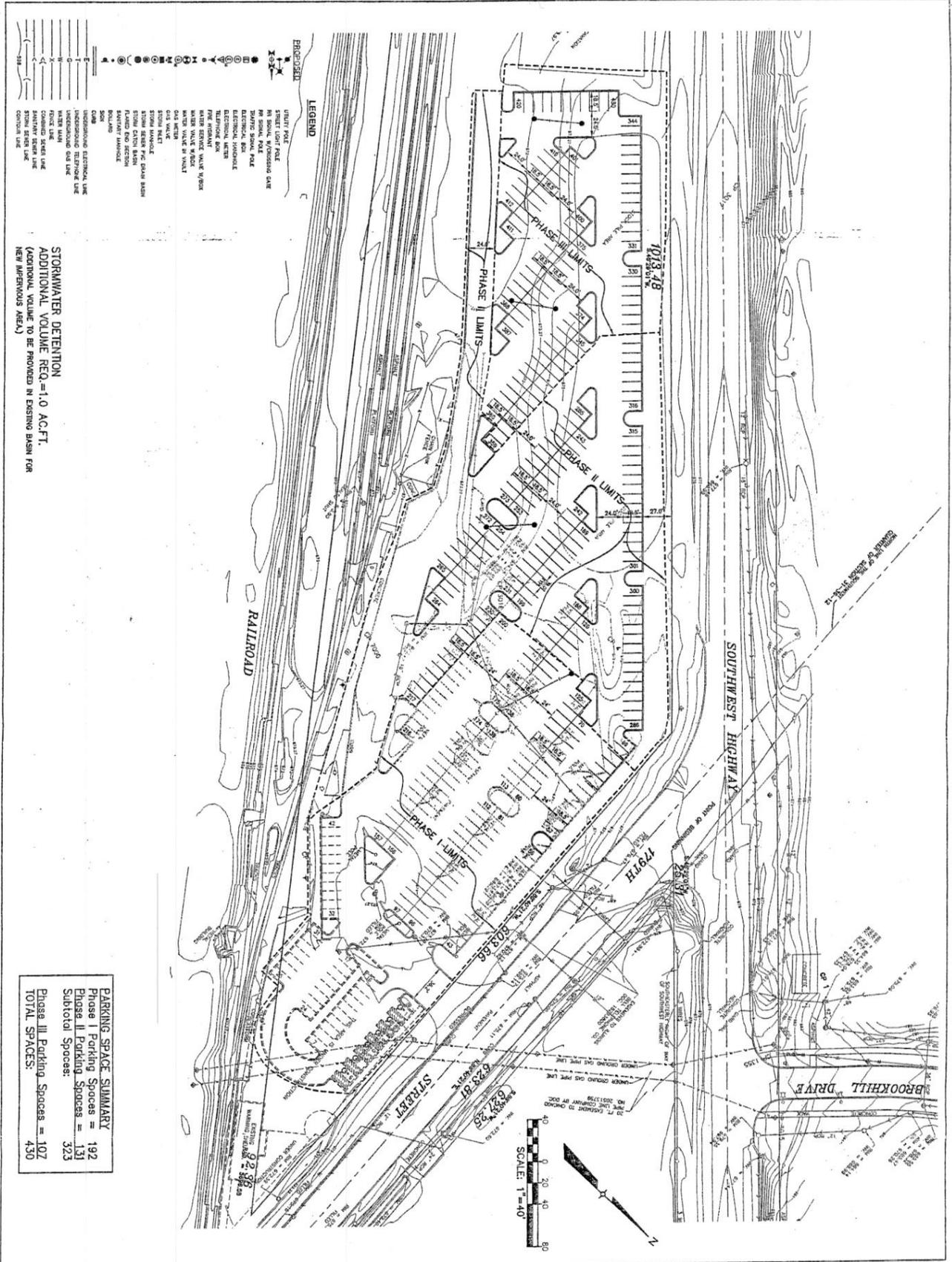
VILLAGE OF ORLAND PARK:

By   
Village President

ATTEST:

By   
Village Clerk

Amend\_179thOMA



STORMWATER DETENTION  
 ADDITIONAL VOLUME REQ. = 1.0 AC.FT.  
 (ADDITIONAL VOLUME TO BE PROVIDED IN EXISTING BASIN FOR  
 NEW IMPERVIOUS AREA.)

**PARKING SPACE SUMMARY**

Phase I Parking Spaces =	192
Phase II Parking Spaces =	131
Subtotal Spaces:	323
Phase III Parking Spaces =	102
<b>TOTAL SPACES:</b>	<b>430</b>

DATE: 01/02/2014	SHEET NO. C101
SCALE: 1"=40'	DRAWN: L.S.
CHECKED: B.T.	PI: S.G.
RELIEVE: SWS	VALENGST: 28.7
SHEET NO. 6 OF 7	PLAN TITLE: SITE LAYOUT PLAN
GOOD FIELD NUMBER: 15210100	CONTRACT NUMBER: GRAND PARK
STATION NAME: GRAND PARK	

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

tabbies  
**EXHIBIT**  
 A-1

SUB CONSULTANT

SUB CONSULTANT

**Metrol**  
 STATION NAME: Grand Park - 179th Street  
 STATION #: B289  
 METRA PROJECT NUMBER: G.M.T.

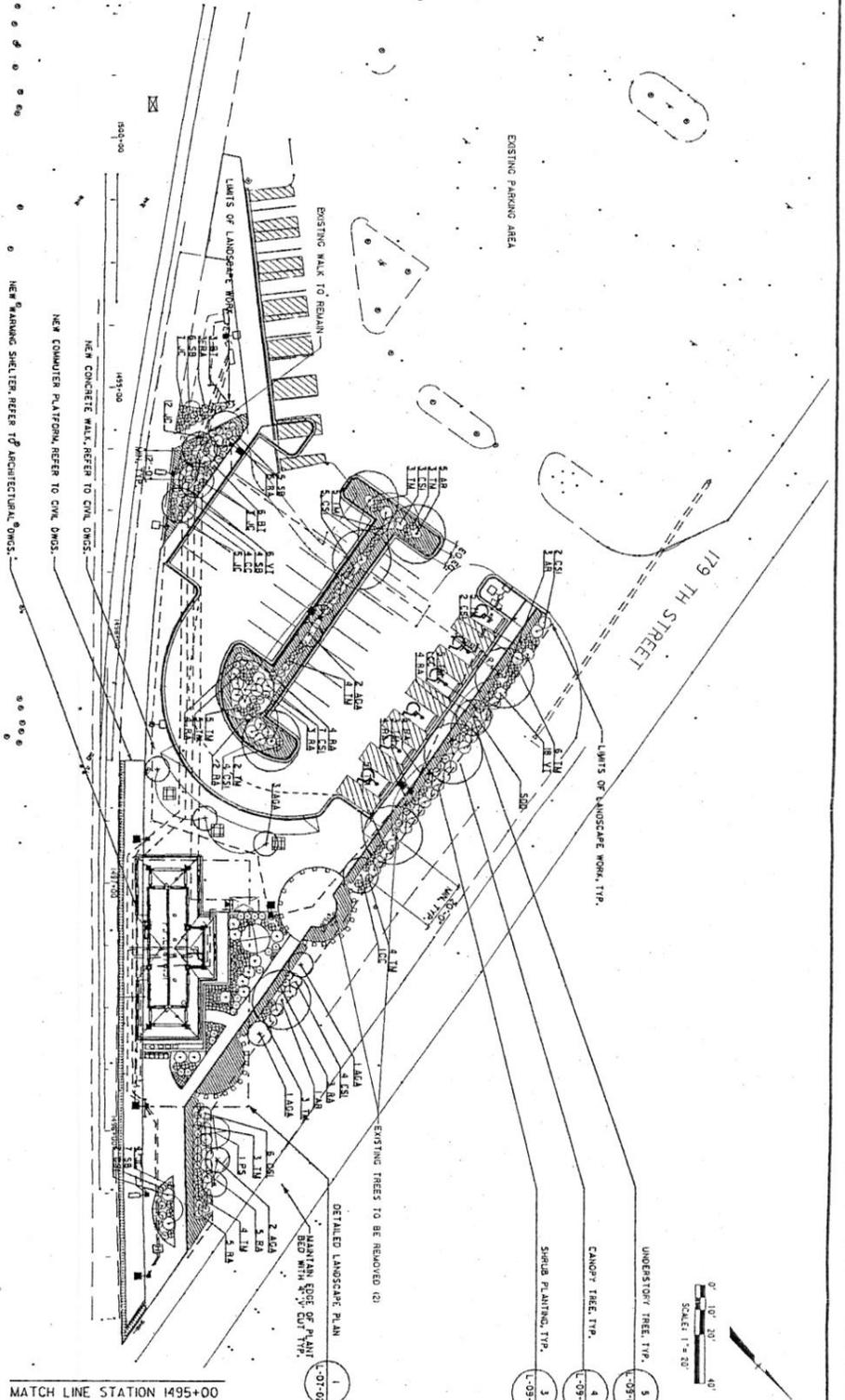
**PRIME CONSULTANT**  
 Engineers & Architects - Civil/Structural/Interior  
 Raymond Professional Group, Inc.  
 655 West 17th Street, Suite 400  
 Grand Park, IL 60142  
 Tel: (815) 999-8888 Fax: (815) 999-2020



**KEY:**  
 [Hatched Box] SPOONING, SALT TOLERANT

**NOTE:**  
 SEE SHEET L-07-01 FOR PLANTING SCHEDULE  
 PLANT SCHEDULE AND SPECIFICATIONS  
 ALL DISTURBED LANDSCAPE AREAS NOT DESIGNATED  
 WITH NEW PLANTINGS SHALL BE RESTORED WITH NEW  
 SALT TOLERANT SOONERS.

**NEW LANDSCAPE PLAN**



MATCH LINE STATION 1495+00

ADDENDUM #2  
 PREPARED BY:  
**KMI**  
 K&L FROST MCDI, INC.  
 ARCHITECTS - ENGINEERS  
 400 SOUTH SHAWANEE ST.  
 OMAHA, NE 68102  
 PH: 402.466.4444  
 FAX: 402.466.4444

DATE	12/27/2002
DRAWN	CHECKED
BY: JLM	BY: JLM
PROJECT	19181
SHEET NO.	02185
PLAN TITLE	NEW LANDSCAPE PLAN
FILE NO.	L-07-01
FILE NAME	LANDSCAPE PLAN

**EXHIBIT**  
 A-3

**CTE ENGINEERS**  
 CONSULTING ENGINEERS  
 1000 F STREET, N.W.  
 WASHINGTON, D.C. 20004  
 (202) 462-1100  
 (202) 462-1101  
 FAX: (202) 462-1102  
 WWW.CTEENGINEERS.COM

**Metra**  
 TECHNICAL SERVICES

ISSUED FOR CONSTRUCTION  
 DECEMBER 23, 2002

STATION 10. 0+25.5  
 11TH STREET STATION