

CROSSING IMPROVEMENTS AND ENGINEERING REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into 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 (“**Municipality**”).

RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government, including counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government in Illinois to exercise jointly with any other unit of local government any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies regarding the acquisition, construction, operation, and maintenance of Public Transportation Facilities (as defined in Section 1.03 of the Regional Transportation Authority Act) pursuant to 70 ILCS 3615/3B.09 and the above-cited provisions.

D. The Municipality is authorized to cooperate with Metra to exercise its powers pursuant to 65 ILCS 5/11-122.2-1.

E. Metra controls certain real estate located in Municipality, generally described where 143rd Street crosses the right-of-way and tracks of Metra’s SouthWest Service Line, identified by property index numbers 27-04-500-004 and 27-09-500-003-6001 (“**Crossing**”).

F. The parties plan to cooperate to have improvements made to the Grade Crossing (“**Crossing Improvements**”) as illustrated on **Exhibit A**, attached hereto.

G. The Municipality shall, at its own cost and expense, arrange for the preparation of **the Grade Crossing Diagnostic Reviews and Engineering Study in accordance with the latest edition of the Federal Highway Association (FHWA) Manual of Traffic Control Devices (MUTCD)**.

H. Metra and/or its designated contractor shall participate and provide engineering review and feedback in the **Grade Crossing Diagnostic Reviews and Engineering Study**.

I. Metra and/or its designated contractor shall provide a preliminary engineering design based on the recommendations listed in the engineering study and provide a cost estimate

for the final design, materials, and installation of recommended grade crossing improvements. A separate construction agreement will be required.

J. The Grade Crossing Improvements necessitate a Grade Crossing Diagnostic Review, an Engineering Study, a Preliminary Engineering Design, and a Cost Estimate to be prepared by Metra's Engineering Department or a designated contractor. The estimated cost for these professional services is Fifty Thousand Dollars (\$50,000).

K. Municipality desires to have Metra perform these services and agrees to reimburse Metra the actual costs of these services.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS INCORPORATED.** The Recitals set forth above are specifically incorporated as substantive and material terms and provisions of this Agreement.

2. **METRA'S OBLIGATIONS.**

a) Metra agrees to participate and provide engineering review and feedback in the **Grade Crossing Diagnostic Reviews and Engineering Study** and to prepare a preliminary grade crossing design and cost estimate in such manner and format as acceptable to Metra's Engineering Department, Municipality's Engineering Department, and Municipality's contractor(s) for the later successful construction and installation of the proposed modifications to the Grade Crossing listed in the engineering study.

b) Metra acknowledges that the Municipality has substantially relied upon the Cost Estimate in entering into this Agreement. Said Cost Estimate may be updated from time to time by Metra to reflect actual costs. Metra shall promptly notify the Municipality in writing with any update to the Cost Estimate.

c) Metra will maintain, for a minimum of three (3) years after the completion of the Plans, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the preparation of the Plans; this Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Municipality or Illinois Auditor General.

3. **MUNICIPALITY'S OBLIGATIONS.** Municipality agrees to assist in the preparation of the Plans, in part, by making the following commitments:

a) Municipality, at its sole cost and expense, shall pay the Cost of the Plans.

b) In preparation for the later construction and installation of the Grade Crossing improvements, Municipality, on its own motion and at its sole cost and expense, shall obtain all local zoning approvals and obtain all applicable permits which may be required for the construction and installation of the Grade Crossing Improvements.

4. **JOINT OBLIGATIONS:**

a) Neither party shall assign this Agreement to any person or entity without the prior written consent of the other party.

b) The parties agree that this Agreement is for the benefit of the parties and not for the benefit of any third-party beneficiary. No third party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

5. **FUNDING AND REIMBURSEMENT.** Upon completion of the preliminary design and cost estimate, Metra will present the Municipality with an invoice detailing the charges for the Cost of the design plans. Municipality will pay such invoice within thirty (30) days of its issuance. Failure to timely pay said invoice may add interest charges to the invoice up to the highest allowed by Illinois law.

6. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by regular mail by the sending party at the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing.

a) Notices to Metra shall be sent to:

Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Real Estate & Contract Management, Director
Phone: (312) 542-8189

b) Notices to Municipality shall be sent to:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462
Attn: S. Khurshid Hoda
Phone: (708) 403-6128

c) Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile or digital transmission.

7. **GENERAL.**

- a) This Agreement shall be governed by the laws of the State of Illinois.
- b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. No changes, modifications or alterations to this Agreement shall be effective without the written consent and authorization of the parties.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this _____ day of _____, 2025.

VILLAGE OF ORLAND PARK:

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY D/B/A METRA:**

By: _____

By: _____

Name: _____

Name: James M. Derwinski by JAM

Title: _____

Title: CEO/Executive Director

Exhibit A

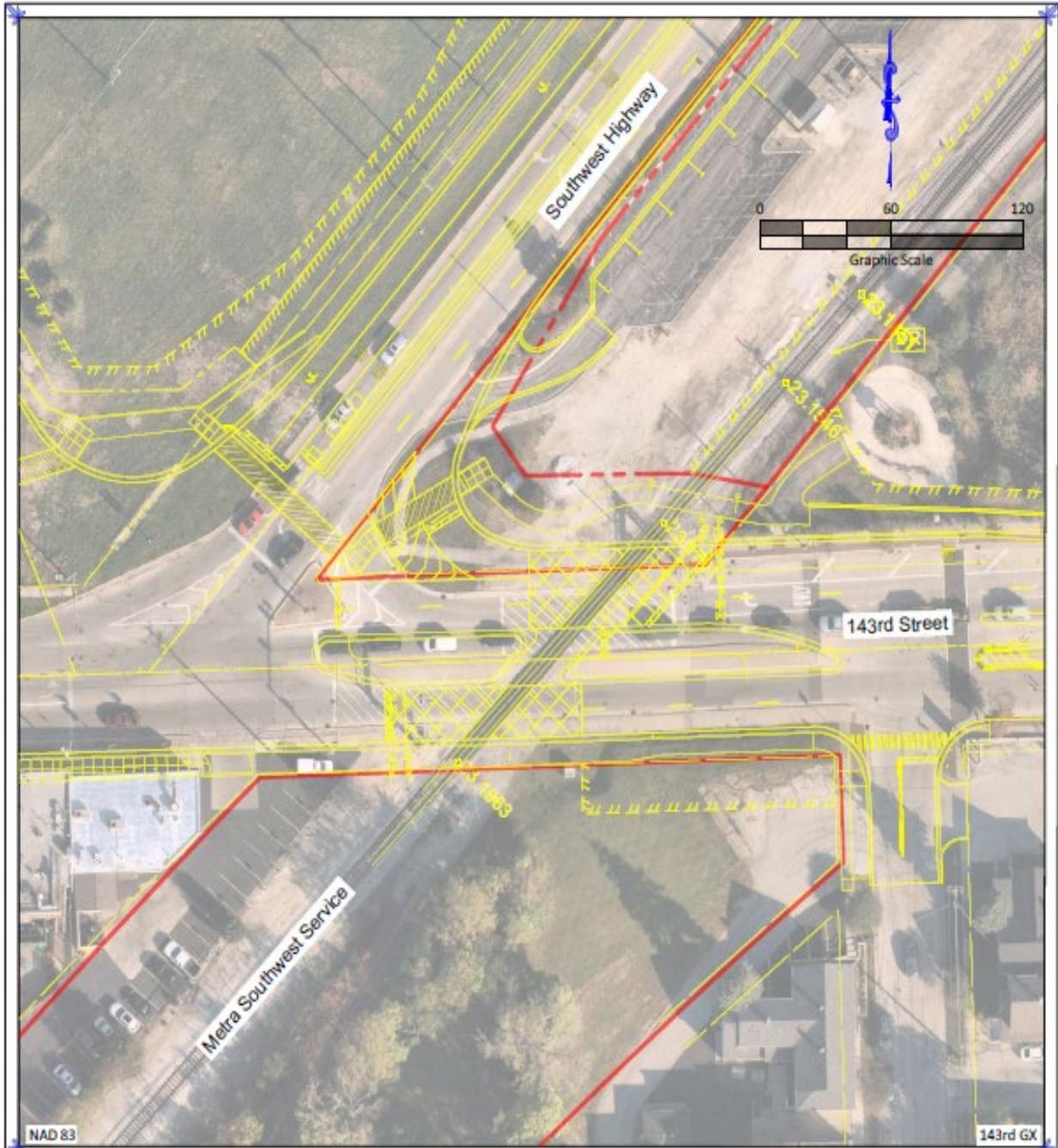


Exhibit depicting the proposed roadway improvements at 143rd Street (milepost 23.19) in Orland Park, Illinois. Proposed improvements shown in yellow.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661