

# Request For Board Action

**REFERRED TO BOARD:** February 1, 2016

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Village Administrator's Office

**SUBJECT:** Consideration of a Resolution Authorizing the Mayor to Execute Amendment No. 4 to the Commuter Station Development Agreement

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In 1995 the Village of Antioch and Metra entered into a Commuter Station Development Agreement for the construction, operation and maintenance of the Antioch commuter rail station, parking area and related facilities. Since that time, 2 amendments to the agreement have been executed. Provisions of the agreement and the amendments allow a renewal for an additional 10 year term with written notice at least ninety days before the expiration. The current twenty-year agreement is scheduled to expire on August 18, 2016.

**FINANCIAL IMPACT:** None.

**DOCUMENTS ATTACHED:**

1. Resolution
2. Agreement

**RECOMMENDED MOTION:**

**Motion** to approve a Resolution Authorizing the Mayor to Execute Amendment No. 4 to the Commuter Station Development Agreement.

**RESOLUTION 16-xx**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 4  
TO THE COMMUTER STATION DEVELOPMENT AGREEMENT**

**WHEREAS**, the Village of Antioch and Metra entered into a Commuter Station Development Agreement for the construction, operation and maintenance of the Antioch commuter rail station, parking area and related facilities in August, 1996; and

**WHEREAS**, the twenty-year agreement is scheduled to expire on August 18, 2016 after its 20-year lease term; and

**WHEREAS**, provisions of the agreement allow the Village to renew the agreement for an additional ten-year term by providing written notice at least 90 days prior to the expiration of the current agreement;

**NOW THEREFORE, BE IT RESOLVED** by the Village of Antioch, Lake County, Illinois, as follows:

**SECTION ONE:** The Mayor is hereby authorized to execute Exhibit "A" Fourth Amendment to the Commuter Station Development Agreement.

**SECTION TWO:** The Village Clerk is directed to forward the executed agreement to the Metra immediately upon its execution.

**SECTION THREE:** This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,  
ON THIS 1<sup>ST</sup> DAY OF FEBRUARY, 2016.

ATTEST:

---

LAWRENCE M. HANSON, MAYOR

---

LORI K. FOLBRICK, VILLAGE CLERK

**AMENDMENT No. 4 TO  
THE COMMUTER STATION DEVELOPMENT AGREEMENT**

**THIS AMENDMENT No. 4** (“**Amendment**”), dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, shall amend and modify the Commuter Station Development Agreement entered into on August 7, 1995, Metra No. K00347, as amended (“**Agreement**”) by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and the Village of Antioch, an Illinois municipal corporation (“**Municipality**”). Metra and Municipality are hereafter sometimes individually referred to as “**Party**” and jointly referred to as the “**Parties.**”

**RECITALS**

- A. The Parties entered into the Agreement to govern the construction, operation and maintenance of the commuter rail station, parking area, and related facilities in Antioch (“**Facility**”).
- B. Amendment No. 1, dated concurrently with the Agreement, was entered into by the Parties to allow for pass-through grant funding for construction of the Facility.
- C. Amendment No. 2, dated July 29, 1996, was entered into by the Parties to allow for the sublease of railroad property needed for the Facility.
- D. Amendment No. 3, dated January 3, 2006, was entered into by the Parties to allow for improvements to the Facility in conjunction with Metra's North Central Service New Start Project and to also modify the amount of railroad property subleased to Municipality.
- E. The initial term of the Agreement is defined in Part II, Section 15 of the Agreement as twenty (20) years beginning the date the Facility was first used in the facilitation of Commuter Service, which occurred, August 19, 1996.
- F. The initial term of the Lease of the Premises (as defined in the Agreement) is defined in Section 14 of Amendment No. 2 of the Agreement as twenty (20) years beginning the date of Amendment No. 2, July 29, 1996.
- G. The Parties desire to extend the terms of the Agreement and Lease, without interruption, for an additional 10 years through August 18, 2026.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, which by this reference are hereby incorporated into this Amendment, the mutual agreements set forth herein and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged by the Parties, the Parties agree amend the Agreement as follows:

- 1. Notwithstanding anything to the contrary contained within the Agreement, the Parties agree that the twenty (20) year anniversary, and potential expiration date, for both the Agreement

and the Lease shall be, August 18, 2016 (“**Expiration Date**”) (for convenience, henceforth, the Lease and Agreement may simply be referred to as the Agreement). Also, going forward, the Parties shall be able to extend the term of the Agreement for additional ten (10) year periods, by mutual agreement, prior to the Expiration Date and every ten (10) year anniversary of said Expiration Date.

2. Pursuant to above, the Parties agree to extend the term of the Agreement through August 19, 2026.

3. To the extent the provisions of the Agreement are in conflict with the provisions of this Amendment, the provisions of this Amendment shall control.

4. Terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. 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.

**COMMUTER RAIL DIVISION OF THE  
REGIONAL TRANSPORTATION  
AUTHORITY:**

**VILLAGE OF ANTIOCH:**

By: \_\_\_\_\_  
Donald A Orseno  
Executive Director/CEO

By: \_\_\_\_\_  
Its: \_\_\_\_\_