



December 7, 2021

Jim Marino  
Village of Homewood  
2020 Chestnut Road  
Homewood, Illinois 60430

Re: Interim Operation and Maintenance Agreement of Homewood Commuter Parking Facilities in which Metra has an Interest

Mr. Marino:

The Chicago South Suburban Mass Transit District ("**CSSMTD**") will discontinue operating and maintaining the commuter parking lots that serve the Homewood train Station as of January 1, 2022. Further, CSSMTD will be transferring its ownership interest in those lots to the Village of Homewood ("**Municipality**"). One of the lots CSSMTD maintains, Commuter Lot 6 ("**Lot 6**"), containing 53 spaces, is owned by Metra. Also, portions of Commuter Lots 1 & 2 that CSSMTD maintains encroach on property owned by Metra ("**Encroachment Property**"). Both Lot 6 and the Encroachment Property are delineated on the attached Exhibit A.

Municipality has also offered to take over the responsibility of operating and maintaining Lot 6. Metra and the Municipality are in the midst of putting in place an Operation and Maintenance Agreement ("**OMA**") for Lot 6 and to allow for the Encroachment Property under a separate License Agreement ("**License**"). However, Municipality is in the process of reviewing the OMA and the License, and anticipates that there may be some time between CSSMTD's discontinuing its operation and maintenance of the lots and the execution of the final OMA and License. In the interim, Metra and the Municipality have agreed to allow the Municipality to operate and maintain Lot 6 and to allow for the Encroachment Property under this Interim Operation and Maintenance Agreement ("**Interim OMA**").

Lot 6 is subject to federal and State of Illinois funding requirements. Federal and or State of Illinois funds, in part, paid for the improvements, and the property that the improvement(s) were built on. Due to these requirements, Metra has certain tenets which must appear in agreements dealing with the use of similarly situated Metra commuter facilities. The basic tenets, that at a minimum, Municipality would need to agree to for both this interim OMA and the longer term OMA, which is currently under review by the Municipality, are as follows:

1. the improvements must remain in commuter service, in this case, as daily fee, no permit, commuter parking, provided on a first come, first served basis, with no discrimination based on residency;
2. all money collected from the parking facilities, including parking fees and fines, must be used for maintenance of the CPF, including snow removal, patching, etc. Money collected beyond the cost of maintenance must be placed in a segregated, auditable account to be used for future capital improvements of the CPF; and

3. Municipality must indemnify Metra from damages incurred due to Municipalities use of the CPF, as well as carrying adequate insurance. Due to Municipality's membership in the Intergovernmental Risk Management Agency or "IRMA," Metra does not require any further insurance coverage.

Metra and Municipality agree that this Interim OMA will begin on January 1, 2022, and will remain in place until the long-term OMA and the License are agreed to between the parties. The term of this Interim OMA will not exceed six calendar months, terminating on June 30, 2022, unless extended by mutual agreement in the form of an amendment to this Interim OMA.

Please evidence your agreement to the terms and conditions set forth in this Interim OMA by signing and dating this letter and returning the signed original letter to Alvin Terry, 547 West Jackson Boulevard, Chicago, Illinois 60661.

Sincerely,

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James M. Derwinski, CEO/Executive Director

**ACCEPTED AND AGREED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**VILLAGE OF HOMEWOOD**

By \_\_\_\_\_

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(please print name and title)

Exhibit A

