



City of Chicago



O2022-1273

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 4/27/2022

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Supplemental Agreement No. 2 of Intergovernmental agreement with the U.S. Department of the Army, Chicago District, Corps of Engineers for extension of helipad use by the City to January 20, 2027 at 250 N Breakwater Access Road

Committee(s) Assignment: Committee on Housing and Real Estate

HSG



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

April 27, 2022

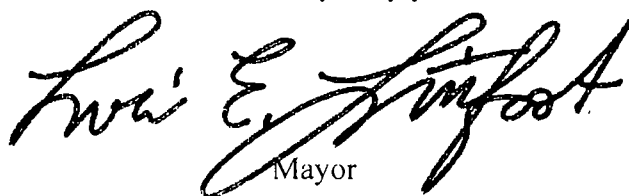
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith ordinances authorizing the execution of right-of-entry and use agreements with various entities for the City's continued use of property.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,


Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Assets, Information & Services is authorized to execute two Supplemental License Agreements with the Secretary of the Army extending the term of the license to permit the continued use of the helipad located at the mouth of the Chicago River at Lake Michigan, with an approximate address of 250 North Breakwater, by the Department of Police's Marine and Helicopter Unit; such agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

**DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 1
TO DEPARTMENT OF THE ARMY
LICENSE NO. DACW23-0307-001**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, _____, by and between the **CITY OF CHICAGO, DEPARTMENT OF ASSETS, INFORMATION, AND SERVICES**, hereinafter called the Grantee, and the **SECRETARY OF THE ARMY**, hereinafter called the Government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army License No. DACW23-0307-001, executed on 29 June 2007, which authorized connection of and access to the concrete pad heliport, connection of, access to, and operation of the City of Chicago Police Marine Safety Station, moorage space, vehicular parking, and other improvements and uses on and connected to the U.S. Inner Breakwater (as described in and depicted on **Exhibit "E"**) located adjacent to the Chicago Lock at the Chicago Harbor Federal Navigation Project, Illinois, as more accurately described in the basic license; and

WHEREAS, the license expired by its own terms on 20 January 2017; and

WHEREAS, the Grantee has requested an extension of the license beyond its expiration date and the Government has no objection to the requested extension; and

WHEREAS, all references to the former License No. DACW23-0307-001 will be changed to the current file number, License No. DACW35-3-07-2006; and

WHEREAS, all references to the former Grantee, the City of Chicago, Department of Police, will be changed to the current Grantee and will read as the City of Chicago, Department of Assets, Information, and Services; and

NOW, THEREFORE, effective on 21 January 2017, the license is modified in the following particulars, but in no others:

Condition No. 1 ("Term") is **REPLACED** therefrom in its entirety, hereto, and made part of the license:

"1. NOTICES

"This license is granted for a term of five (5) years beginning on 21 January 2017 and ending on 20 January 2022, but revocable at will by the Secretary."

Condition No. 3 (“Notices”) is **REPLACED** therefrom in its entirety, hereto, and made part of the license:

“3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the Grantee, to: (1.) the General Counsel, Chicago Police Department, 3510 South Michigan Avenue, 5th Floor, Chicago, Illinois, 60653, and (2.) Commissioner, Department of Assets, Information, and Services, 2 North LaSalle Street, 2nd Floor, Chicago, Illinois, 60602; and if to the United States, to the U.S. Army Engineer District, Detroit, Attn: Chief, Real Estate Office, 477 Michigan Avenue, Detroit, Michigan 48226; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the U.S. Postal Service.”

Condition No. 17 (“Insurance”) is **ADDED** hereto and made part of the license:

“17. INSURANCE:

(a.) At the commencement of this license, the grantee shall obtain liability insurance from a reputable insurance company or companies. The insurance shall provide an amount not less than that which is prudent, reasonable, and consistent with sound business practices, or a minimum combined single limit in the amount of two million and no/100 dollars (\$2,000,000.00), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the grantee under the terms of this license. On an annual basis, the grantee shall require its insurance company to furnish to said officer a copy of the policy or policies, or if acceptable to said officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by said officer every five (5) years or upon renewal or modification of this license.

(b.) The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The grantee shall require that the insurance company give said officer thirty (30) days written notice of any cancellation or change in such insurance. Said officer may require closure of any or all of the premises during any period for which the grantee does not have the required insurance coverage.

(c.) In the event the grantee is self-insured, the grantee shall certify such self-insurance in writing in the minimum amount specified to said officer.

(d.) License No. DACW35-3-07-2006 must appear on all insurance related documents submitted annually.”

Conditions No. 18a. and 18b. (“Special Conditions”) are **ADDED** hereto and made part of the license:

“**18a.** All activities and construction on the premises must be coordinated with and approved by the U.S. Army Corps of Engineers, Chicago District, Chief of the Illinois Waterway Project Office. The current chief is Mr. Michael Walsh who can be reached by e-mail at Michael.J.Walsh@usace.army.mil or by phone at (815) 510-0361. This review is required to ensure that the Grantee’s activities and use of the premises are consistent with the purpose and integrity of the U.S. Inner Breakwater located adjacent to the Chicago Lock at the Chicago Harbor Federal Navigation Project and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Grantee’s plans, or for the Grantee’s use of the premises.”

“**18b.** The Grantee is allowed to store and place mooring blocks, chains, and anchors, on the U.S. Inner Breakwater as part of the adjacent city marina operations.”

All references to “Real Estate Division” are **REPLACED** with “Real Estate Office”.

Exhibit “E” is **ADDED** hereto and made part of the license. Please note that the attached exhibit delineates the footprints of each area being used on USACE real property between the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) and the City of Chicago. Some of these areas on the premises are exclusively used and some are shared by both entities onsite.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license, remain in full force and effect.

WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 on the date first above written.

**CITY OF CHICAGO, DEPARTMENT OF
ASSETS, INFORMATION, AND SERVICES**

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
SECRETARY OF THE ARMY**

Michael B. Rohde
Chief, Real Estate Office
Real Estate Contracting Officer

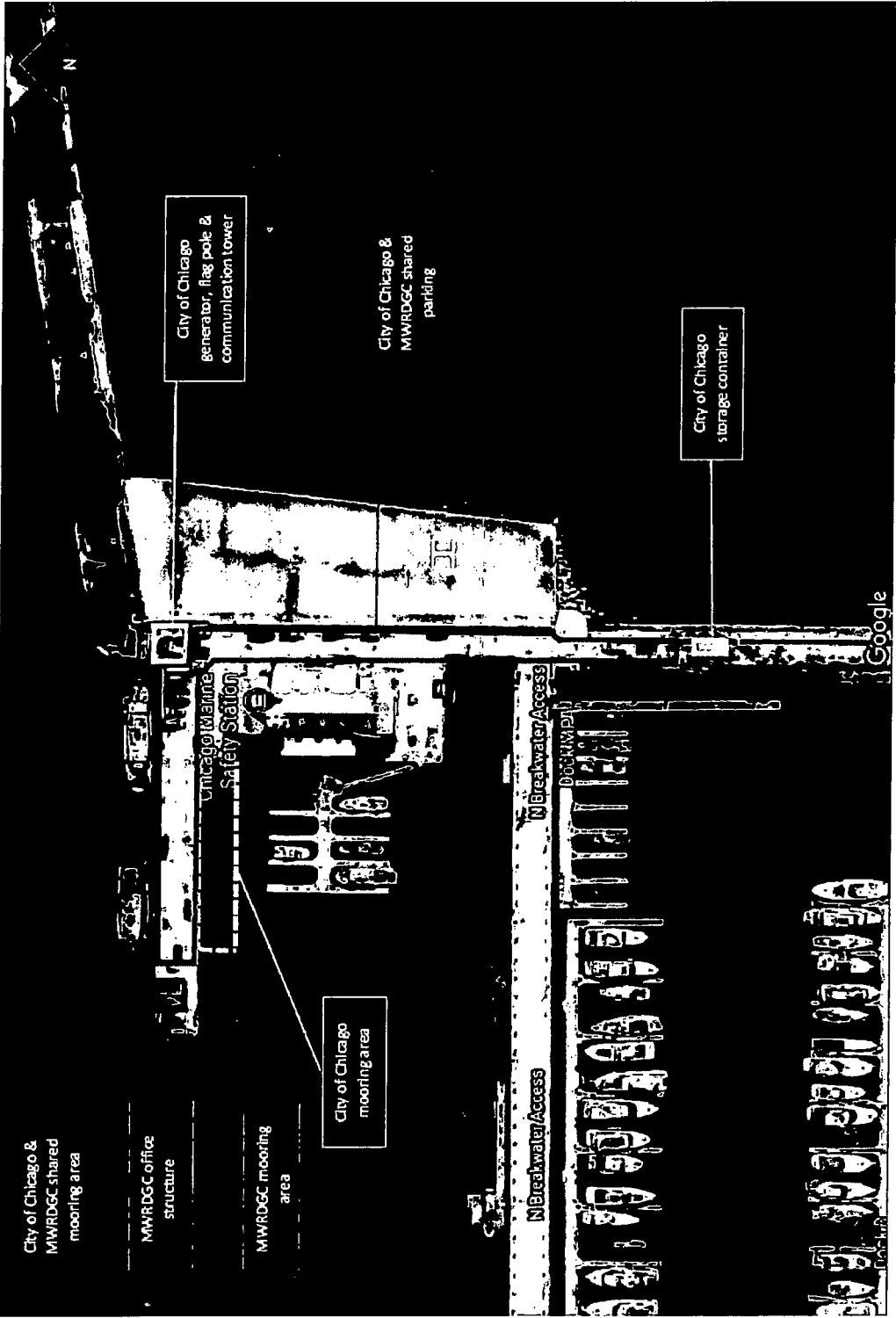


Exhibit "E"
(Sheet 1 of 1)

**DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 2
TO DEPARTMENT OF THE ARMY
LICENSE NO. DACW35-3-07-2006**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, by and between the **CITY OF CHICAGO, DEPARTMENT OF ASSETS, INFORMATION, AND SERVICES**, hereinafter called the Grantee, and the **SECRETARY OF THE ARMY**, hereinafter called the Government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army License No. DACW35-3-07-2006, executed on 29 June 2007, which authorized connection of and access to the concrete pad heliport, connection of, access to, and operation of the City of Chicago Police Marine Safety Station, moorage space, vehicular parking, and other improvements and uses on and connected to the U.S. Inner Breakwater located adjacent to the Chicago Lock at the Chicago Harbor Federal Navigation Project, Illinois, as more accurately described in the basic license; and

WHEREAS, Supplemental Agreement No. 1 executed on _____, modified certain terms and conditions of the license; and,

WHEREAS, the license expired by its own terms on 20 January 2022; and

WHEREAS, the Grantee has requested an extension of the license beyond its expiration date and the Government has no objection to the requested extension; and

NOW, THEREFORE, effective on 21 January 2022, the license is modified in the following particulars, but in no others:

Condition No. 1 ("Term") is **REPLACED** therefrom in its entirety, hereto, and made part of the license:

"1. NOTICES

"This license is granted for a term of five (5) years beginning on 21 January 2022 and ending on 20 January 2027, but revocable at will by the Secretary."

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license, remain in full force and effect.

WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

**CITY OF CHICAGO, DEPARTMENT OF
ASSETS, INFORMATION, AND SERVICES**

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
SECRETARY OF THE ARMY**

Michael B. Rohde
Chief, Real Estate Office
Real Estate Contracting Officer

**250 N. Breakwater
Supplemental License Agreements**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.