



City of Chicago



O2017-5508

Office of the City Clerk Document Tracking Sheet

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| Meeting Date: | 7/26/2017 |
| Sponsor(s): | Emanuel (Mayor) |
| Type: | Ordinance |
| Title: | License agreement with Metropolitan Water Reclamation District of Greater Chicago for use of property at 3023-3051 W 31st St for installation and maintenance of fence to prevent access to bank of Sanitary and Ship Canal Collateral Channel |
| Committee(s) Assignment: | Committee on Housing and Real Estate |



HSG.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 26, 2017

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a license agreement with the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance 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 as Licensor, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a License Agreement with the Water Reclamation District of Greater Chicago, as Licensee, for use of 1,620 square feet of property located at 3023 – 3051 West 31st Street for installation and maintenance of a fence at the top of the bank of the Collateral Channel; such License Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is made as of _____, 2017 (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), acting by and through its Department of Fleet & Facility Management, and **THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**, an Illinois municipal corporation ("MWRD").

RECITALS

WHEREAS, the City owns the real property located at 3023-3051 West 31st Street, Chicago, Illinois 60623, as legally described on Exhibit A attached hereto (the "Property") ; and

WHEREAS, the Property lies east of and adjacent to the Collateral Channel, which runs northward from the Chicago Sanitary and Ship Canal and terminates immediately south of West 31st Street; and

WHEREAS, MWRD seeks to install and maintain a fence on the Property (the "Activity") to prevent access to the bank of the Collateral Channel; and

WHEREAS, the fence will be constructed along the top of the eastern bank of the Collateral Channel from a point on the northern boundary of the Property lying 20 feet east of the Property's western boundary, to a point 81 feet south thereof where said fence will connect with the City's existing chain link fence; and

WHEREAS, MWRD will maintain the fence and the western 20 feet of the northern 81 feet of the Property, which is the area lying between the fence and the Collateral Channel, as further depicted on Exhibit B attached hereto (the, "Premises") throughout the term of this Agreement; and

WHEREAS, City has agreed to grant the MWRD access to the Premises solely for the Activity upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and MWRD agree as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the City and MWRD.
2. Grant. Subject to the terms and conditions set forth herein, the City hereby grants to MWRD a license to the Premises for the purpose of allowing MWRD to perform the Activity. The license granted hereunder extends to, and MWRD shall be responsible for, its agents, employees, contractors, subcontractors and consultants.

3. Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date and shall end December 31, 2029, unless sooner terminated as set forth in this Agreement.

4. Cost. MWRD shall be responsible for all costs and expenses associated with the Activity. MWRD acknowledges that City shall not assume any costs for the Activity or for MWRD's access to the Premises. MWRD shall pay the City the sum of \$1.00 for access to the Premises under this Agreement. City acknowledges the receipt and sufficiency of this \$1.00 payment.

5. Indemnification. MWRD shall indemnify, defend and hold City, and its officers, agents, and employees (collectively, the "**Indemnified Parties**"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "**Claims**") to the extent incurred in connection with, arising out of or incident to any act or omission of MWRD or its agents, employees, contractors, subcontractors or consultants in their use of the Premises. The foregoing indemnity shall survive any termination of this Agreement.

6. Access. MWRD shall not unreasonably withhold or prevent access by the City or its officers, agents, and employees to the Premises during the Term of this Agreement.

7. Completion. Upon the expiration or termination of the Agreement, MWRD shall remove any equipment or materials placed on the Premises by MWRD or its agents, employees, contractors, subcontractors or consultants, and shall repair all damage to the Premises caused by or resulting from the removal of such items therefrom.

8. Amendment. This Agreement may not be amended or modified without the written consent of the City and MWRD hereto.

9. Entire Agreement. This Agreement embodies the entire agreement and understanding between the City and MWRD regarding the Activity and MWRD's license to the Premises. This Agreement supersedes any prior oral or written agreements with respect to the matters stated herein.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

11. Termination. After December 31, 2019, the City and MWRD shall have the right to terminate this Agreement for any reason at any time without penalty by providing the other party with sixty (90) days' prior written notice.

12. Maintenance. MWRD acknowledges that the City will not have any maintenance responsibilities for the Premises with respect to the Activity during the Term of this Agreement. MWRD accepts the condition of the Premises in the Premises' as-is condition.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws principles.

14. Security on Premises. MWRD, its agents, employees, contractors, subcontractors and consultants shall secure equipment, vehicles, and materials on the Premises that are utilized in connection with the Activity during the Term of this Agreement. MWRD acknowledges that the City shall not have any security responsibilities for the Premises with respect to the Activity during the Term of this Agreement, nor will the City be responsible for losses or damage to any physical property related to or arising out of the Activity.

15. Insurance. MWRD is self-insured for worker's compensation and comprehensive general liability as it relates to the Activity on the Premises.

16. City's Authority. The City represents and warrants that it is the sole owner of the Premises; it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that this Agreement shall be binding upon and enforceable against the City in accordance with its terms.

(Signature Page Follows)

IN WITNESS WHEREOF, the City and MWRD have executed this Agreement as of the Effective Date.

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

By: _____
Commissioner
Department of Fleet & Facility Management

Approved as to form and legality:

Chief Assistant Corporation Counsel
Department of Law

**THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO,**
an Illinois municipal corporation

By: _____
Chairman, Committee on Finance

Attest:

Clerk
MWRD

EXHIBIT A

The Property

LEGAL DESCRIPTION:

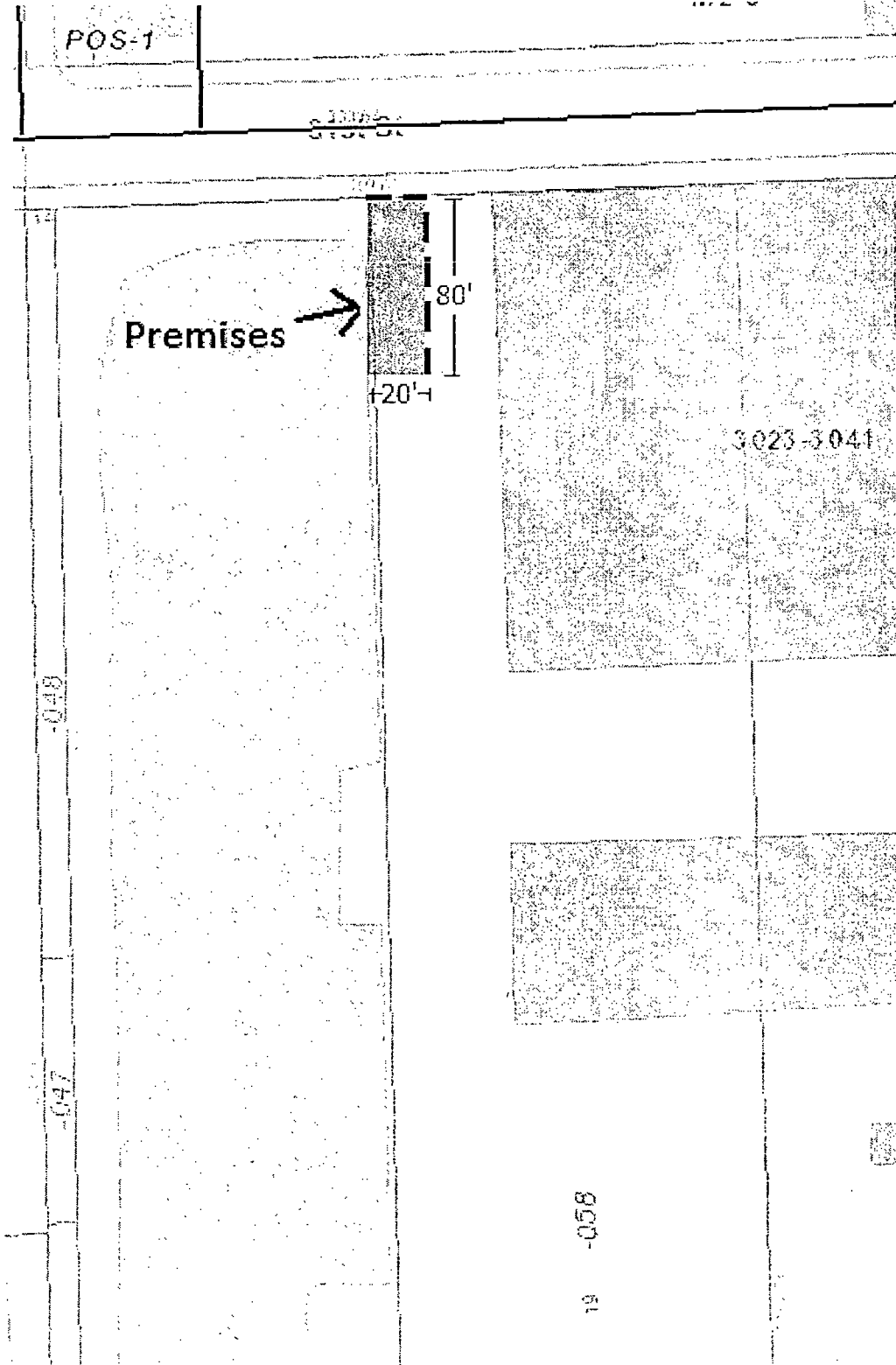
THAT PART OF LOT NINETEEN (19), OF THE SANITARY DISTRICT TRUSTEE'S SUB DIVISION OF RIGHT OF WAY FROM NORTH AND SOUTH CENTER LINE OF SECTION THIRTY (30), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE WILL COUNTY LINE, LYING EAST OF THE COLLATERAL CHANNEL AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN ONE HUNDRED SEVENTY-SEVEN AND NINETY-THREE HUNDREDTHS (177.93) FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE NORTHEASTERLY TO A POINT IN THE EAST LINE OF SAID WEST HALF (1/2) OF THE EAST HALF OF THE NORTHWEST QUARTER (1/4) TWO HUNDRED FIFTY THREE AND NINETY-SIX HUNDREDTHS (253.96) FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4), CONTAINING FOUR AND THIRTY-FIVE HUNDREDTHS (4.35) ACRES MORE OR LESS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

COMMON ADDRESS: 3023-51 West 31st Street

PIN: 16-36-100-058-8001
16-36-100-058-8002

EXHIBIT B

The Premises



3023 – 3051 West 31st Street
License No. 20345

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