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Legislation Details (With Text)

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In control: City Council
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Title: Sewer and structure assignment agreements with Metropolitan Water Reclamation District of Greater Chicago
Sponsors: Emanuel, Rahm
Indexes: Miscellaneous
Attachments: 1. O2014-9415.pdf

Date	Ver.	Action By	Action	Result
12/10/2014	1	City Council	Passed	Pass
12/3/2014	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
11/19/2014	1	City Council	Referred	

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

November 19, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing the execution of sewer structure agreements.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

/

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois; and

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization Nos. 03-CH-11, 10-CH-03 and 12-CH-02 (each, an "Authorization", and, collectively, the "Authorizations") that consist of the City's (i) removal and reconstruction of a connection chamber upon the MWRD interceptor sewer located at the intersection of South Loomis and Eleanor Streets within Chicago, Illinois; (ii) construction of five junction chambers and four sewer segments northeast of the intersection of Franklin and Harrison Streets within Chicago, Illinois; and (iii) construction of a manhole structure and 18 to 24-inch diameter sewer segments from MWRD East Siphon Chamber to MWRD TARP Connecting Structure located in West Peterson Avenue Right of Way approximately 150 feet west of North Shore Channel within Chicago, Illinois, respectively; and

WHEREAS, as proposed under each of the aforesaid Authorizations, the City was permitted to construct the aforesaid sewers and structures (collectively, the "Sewers and Structures") as depicted on the attached Exhibit A; and

WHEREAS, each of the Sewers and Structures were subsequently constructed by the City; and

WHEREAS, each of the Sewers and Structures discharges to the MWRD TARP or sewage and treatment systems; and

WHEREAS, Special Condition No. 12 of Authorization No. 03-CH-11 requires that the City convey ownership of the Structure to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Structure by the City, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, Special Condition No. 3 of Authorization No. 10-CH-03 requires that the City convey ownership of the Sewers and Structures to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewer and Structure by the City, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, Special Condition No. 16 of Authorization No. 12-CH-02 requires that the City convey ownership of the Sewers and Structures to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewer and Structure by the City, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, the City's Department of Water Management ("DWM"), after due investigation and

consideration, has determined that it is in the best interest of the City for the City to convey the Sewers and Structures to the MWRD in accordance with the Authorizations; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of DWM (the "Commissioner") or a designee of the Commissioner is each hereby authorized to execute, subject to the approval of the Corporation Counsel as to form and legality, a Structure Assignment Agreement and two Sewer and Structure Assignment Agreements in substantially the form attached hereto as Exhibit B, for each of the three (3) Authorizations, and any other such documentation as may be necessary to effectuate the transaction described herein.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit A

Depictions of Sewers and Structures (attached)

- Exhibit A, 03-CH-11
- Exhibit A, 10-CH-03
- Exhibit A, 12-CH-02

Connection Chamber Ownership Transfer to MWRD Sewer Connection

Authorization No. 03-CH-011

Permittee: City of Chicago

Project: Viaduct Clearance Improvement - South Loomis Street: Eleanor St. to Archer Ave.

CQ

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Exhibit B

Forms of Sewer and Structure Assignment Agreements

(attached)

**STRUCTURE ASSIGNMENT AGREEMENT METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO Sewer Connection Authorization No. 03-CH-11**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipality, and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois.

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization No. 03-CH-11 ("Authorization") that consisted of removal and reconstruction of a connection chamber upon the MWRD interceptor sewer located at the intersection of South Loomis and Eleanor Streets within Chicago, Illinois; and

WHEREAS, as proposed under the aforesaid Authorization, Chicago was permitted to construct the aforesaid structure (hereinafter "Structure") as shown on the attached Exhibit A; and

WHEREAS, the Structure was subsequently constructed by Chicago and discharges to the MWRD sewage and treatment system; and

WHEREAS, Special Condition No. 12 of Authorization No. 03-CH-11 requires that ownership of the Structure be conveyed to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Structure by Chicago, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, this Agreement is entered into by MWRD, with the approval of its Board of Commissioners, and by Chicago in accordance with the Municipal Code of Chicago, Chapter 2-106-050, and pursuant to ordinance passed by the City Council of the City of Chicago on _____, 2014, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

NOW THEREFORE, Chicago and MWRD enter into this Agreement in accordance with the following provisions:

ARTICLE I CONVEYANCE

1. Chicago, for and in consideration of \$10.00 (Ten and No/100 Dollars) and other valuable consideration, including the promises made herein, hereby conveys to MWRD, all of its rights, title, and interest in the Structure, constructed at the intersection of South Loomis and Eleanor Streets in Chicago, Illinois, as specifically described on the attached Exhibit A in accordance with the terms and conditions as set forth herein; and MWRD

will then own, operate and maintain the Structure in accordance with the usual procedures of MWRD.

2. Chicago will give MWRD prompt notice of any damage or defect in the Structure conveyed pursuant to this Agreement.

ARTICLE II

ACCESS

The provisions of this Article survive closing, execution and delivery of this document of conveyance:

1. Chicago will not open, cover, remove, modify, or alter the Structure or enter upon the Structure without providing notice to, and receiving the written approval of, MWRD.
2. Chicago is solely responsible for, and will indemnify and hold harmless MWRD, its Commissioners, officers, agents and employees against, all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs, and expenses which may otherwise accrue, directly or indirectly, against them and which arise from Chicago's construction of the Structure (collectively, "Claims"), whether it is alleged or determined that the act was caused through negligence or omission of Chicago or its employees, or any contractor or subcontractor of Chicago, or their employees, if any.
3. Chicago will, at its sole expense, defend against such Claims and pay all attorney's fees and court costs and other expenses arising therefrom or incurred in connection therewith. If any judgment resulting from a Claim is rendered against MWRD, its Commissioners, officers, agents, or employees in any such action, Chicago will, at its sole expense, satisfy and discharge the judgment. Chicago will not, however, indemnify and/or hold harmless MWRD from any consequences of MWRD's own negligence or other fault, or that of MWRD's officers, employees, contractors, subcontractors, or agents.
4. Chicago is exclusively liable for any claims from its employees, contractors, or agents arising from its opening, closing, entering, or exiting the Structure, except to the extent such claims arise from the negligence of MWRD or a third-party. Chicago does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

ARTICLE III

ASSUMPTION BY GRANTEE

1. MWRD hereby accepts ownership of the Structure and assumes responsibility for the operation, maintenance and upkeep of the Structure.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. All terms and conditions of this Agreement remain in full force and effect and are not modifiable except by the mutual written agreement of the parties.
2. This Agreement may be executed in counterparts, each of which is deemed an original, and all of

which, when taken together, constitute a single agreement.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago has caused this Agreement to be duly executed in its name and on its behalf by its appropriate officers as set forth below, and the City of Chicago has caused this Agreement to be duly executed in its name and on its behalf by its Commissioner of the Department of Water Management as of the date appearing on the first page of this Agreement.

CITY OF CHICAGO DEPARTMENT OF WATER
MANAGEMENT

By:
Thomas H. Powers, P.E. Commissioner

Signed and Sworn to before me
this day of 2014.

Notary Public

Approved as to form and legality:

Department of Law

MWRD SIGNATURE PAGE

ACCEPTED:

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By:
Mariyana T. Spyropoulos
Chairman of the Committee on Finance

ATTEST:

By:
Jacqueline Torres Clerk

APPROVED AS TO ENGINEERING:

Catherine A. O'Connor Director of Engineering

APPROVED AS TO MAINTENANCE AND OPERATIONS:

Manju P. Sharma

Director of Maintenance and Operations APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

This instrument was prepared by:

Ronald M. Hill, General Counsel Law Department Metropolitan Water
Reclamation District of Greater Chicago 100 East Erie Street, Room 301 Chicago,
Illinois 60611 (312) 751-6587

Exhibit A to Structure Assignment Agreement (No. 03-CH-11)

[Attached]

Connection Chamber Ownership Transfer to MWRD Sewer Connection

Authorization No. 03-CH-011

Permittee: City of Chicago

Project: Viaduct Clearance Improvement - South Loomis Street: Eleanor St. to Archer Ave.

**SEWER AND STRUCTURE ASSIGNMENT AGREEMENT METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO Sewer Connection Authorization No.
10-CH-03**

THIS AGREEMENT, made and entered into this day of , 2014
("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipality, and the

Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois.

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization No. 10-CH-03 ("Authorization") that consisted of construction of five junction chambers and four sewer segments northeast of the intersection of Franklin and Harrison Streets within Chicago, Illinois; and

WHEREAS, as proposed under the aforesaid Authorization, Chicago was permitted to construct the aforesaid sewers and junction chambers (hereinafter "Sewers and Structures") as shown on the attached Exhibit A; and

WHEREAS, the Sewers and Structures were subsequently constructed by Chicago and discharge to the MWRD sewage and treatment system; and

WHEREAS, Special Condition No. 3 of Authorization No. 10-CH-03 requires that ownership of the Sewers and Structures be conveyed to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewers and Structures by Chicago, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, this Agreement is entered into by MWRD, with the approval of its Board of Commissioners, and by Chicago in accordance with the Municipal Code of Chicago, Chapter 2-106-050, and pursuant to ordinance passed by the City Council of the City of Chicago on _____, 2014, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

NOW THEREFORE, Chicago and MWRD enter into this Agreement in accordance with the following provisions:

ARTICLE I CONVEYANCE

1. Chicago, for and in consideration of \$10.00 (Ten and No/100 Dollars) and other valuable consideration, including the promises made herein, hereby conveys to MWRD, all of its rights, title, and interest in the Sewers and the Structures, constructed northeast of the intersection of Franklin and Harrison Streets in Chicago, Illinois, as specifically described on the attached Exhibit A in accordance with the terms and conditions as set forth

herein; and MWRD will then own, operate and maintain the Sewers and Structures in accordance with the usual procedures of MWRD.

2. Chicago will give MWRD prompt notice of any damage or defect in the Sewer and the Structure conveyed pursuant to this Agreement.

ARTICLE II

ACCESS

The provisions of this Article survive closing, execution and delivery of this document of conveyance:

1. Chicago will not open, cover, remove, modify, or alter the Sewers or the Structures or enter upon the Sewers or Structures without providing notice to, and receiving the written approval of, MWRD.
2. Chicago is solely responsible for, and will indemnify and hold harmless MWRD, its Commissioners, officers, agents and employees against, all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs, and expenses which may otherwise accrue, directly or indirectly, against them and which arise from Chicago's construction of the Sewers or Structures (collectively, "Claims"), whether it is alleged or determined that the act was caused through negligence or omission of Chicago or its employees, or any contractor or subcontractor of Chicago, or their employees, if any.
3. Chicago will, at its sole expense, defend against such Claims and pay all attorney's fees and court costs and other expenses arising therefrom or incurred in connection therewith. If any judgment resulting from a Claim is rendered against MWRD, its Commissioners, officers, agents, or employees in any such action, Chicago will, at its sole expense, satisfy and discharge the judgment. Chicago will not, however, indemnify and/or hold harmless MWRD from any consequences of MWRD's own negligence or other fault, or that of MWRD's officers, employees, contractors, subcontractors, or agents.
4. Chicago is exclusively liable for any claims from its employees, contractors, or agents arising from its opening, closing, entering, or exiting the Sewer or the Structure, except to the extent such claims arise from the negligence of MWRD or a third-party. Chicago does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

ARTICLE III ASSUMPTION BY GRANTEE

MWRD hereby accepts ownership of the Sewers and the Structures and assumes responsibility for the operation, maintenance and upkeep of the Sewer and Structure.

ARTICLE IV MISCELLANEOUS

PROVISIONS

1.

All terms and conditions of this Agreement remain in full force and effect and are not modifiable except by the mutual written agreement of the parties.

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitute a single agreement.

APPROVED AS TO MAINTENANCE AND OPERATIONS:

Manju P. Sharma

Director of Maintenance and Operations APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

This instrument was prepared by:

Ronald M. Hill, General Counsel Law Department Metropolitan Water
Reclamation District of Greater Chicago 100 East Erie Street, Room 301 Chicago,
Illinois 60611 (312) 751-6587

Exhibit A to Sewers and Structures Assignment Agreement (No. 10-CH-03)

[Attached]

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**SEWER AND STRUCTURE ASSIGNMENT AGREEMENT METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO Sewer Connection Authorization No.
12-CH-02**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between the City of Chicago ("Chicago"), an Illinois municipality, and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), a body corporate and politic organized and existing under the laws of the State of Illinois.

WHEREAS, Chicago is the Applicant/Owner for MWRD Sewer Connection Authorization No. 12-CH-02 ("Authorization") that consisted of construction of a manhole structure and 18 to 24-inch diameter sewer segments from MWRD East Siphon Chamber to MWRD TARP connecting structure located in West Peterson Avenue Right of Way approximately 150 west of the North Shore Channel within Chicago, Illinois; and

WHEREAS, as proposed under the aforesaid Authorization, Chicago was permitted to construct the aforesaid sewer and structure (hereinafter "Sewer and Structure") as shown on the attached Exhibit A; and

WHEREAS, the Sewer and Structure were subsequently constructed by Chicago and discharges to the MWRD TARP system; and

WHEREAS, Special Condition No. 16 of Authorization No. 12-CH-02 requires that ownership of the Sewer and Structure be conveyed to MWRD for purposes of operation, maintenance and ownership and to facilitate use of the Sewer and Structure by Chicago, or other entities as applicable, subject to approval by MWRD; and

WHEREAS, this Agreement is entered into by MWRD, with the approval of its Board of Commissioners, and by Chicago in accordance with the Municipal Code of Chicago, Chapter 2-106-050, and pursuant to ordinance passed by the City Council of the City of Chicago on _____, 2014, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____.

NOW THEREFORE, Chicago and MWRD enter into this Agreement in accordance with the following provisions:

ARTICLE I CONVEYANCE

1. Chicago, for and in consideration of \$10.00 (Ten and No/100 Dollars) and other valuable consideration, including the promises made herein, hereby conveys to MWRD, all of its rights, title, and interest in the Sewer and the Structure, constructed in the West Peterson Avenue right of way in Chicago, Illinois, as specifically described on the attached Exhibit A

in accordance with the terms and conditions as set forth herein; and MWRD

will then own, operate and maintain the Sewer and Structure in accordance with the usual procedures of MWRD.

Chicago will give MWRD prompt notice of any damage or defect in the Sewer and the Structure conveyed pursuant to this Agreement.

ARTICLE II

ACCESS

The provisions of this Article survive closing, execution and delivery of this document of conveyance:

Chicago will not open, cover, remove, modify, or alter the Sewer or the Structure or enter upon the Sewer or Structure without providing notice to, and receiving the written approval of, MWRD.

Chicago is solely responsible for, and will indemnify and hold harmless MWRD, its Commissioners, officers, agents and employees against, all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs, and expenses which may otherwise accrue, directly or indirectly, against them and which arise from Chicago's construction of the Sewer or Structure (collectively, "Claims"), whether it is alleged or determined that the act was caused through negligence or omission of Chicago or its employees, or any contractor or subcontractor of Chicago, or their employees, if any.

Chicago will, at its sole expense, defend against such Claims and pay all attorney's fees and court costs and other expenses arising therefrom or incurred in connection therewith. If any judgment resulting from a Claim is rendered against MWRD, its Commissioners, officers, agents, or employees in any such action, Chicago will, at its sole expense, satisfy and discharge the judgment. Chicago will not, however, indemnify and/or hold harmless MWRD from any consequences of MWRD's own negligence or other fault, or that of MWRD's officers, employees, contractors, subcontractors, or agents.

Chicago is exclusively liable for any claims from its employees, contractors, or agents arising from its opening, closing, entering, or exiting the Sewer or the Structure, except to the extent such claims arise from the negligence of MWRD or a third-party. Chicago does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

ARTICLE III ASSUMPTION BY GRANTEE

1. MWRD hereby accepts ownership of the Sewer and the Structure and assumes responsibility for the operation, maintenance and upkeep of the Sewer and Structure.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. All terms and conditions of this Agreement remain in full force and effect and are not modifiable except by the mutual written agreement of the parties.
2. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitute a single agreement.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago has caused this Agreement to be duly executed in its name and on its behalf by its appropriate officers as set forth below, and the City of Chicago has caused this Agreement to be duly executed in its name and on its behalf by its Commissioner of the Department of Water Management as of the date appearing on the first page of this Agreement.

CITY OF CHICAGO DEPARTMENT OF WATER
MANAGEMENT

By:
Thomas H. Powers, P.E. Commissioner

Signed and Sworn to before me
this day of 2014.

Notary Public

Approved as to form and legality:

Department of Law

MWRD SIGNATURE PAGE

ACCEPTED:

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By:
Mariyana T. Spyropoulos
Chairman of the Committee on Finance

ATTEST:

By:
Jacqueline Torres Clerk

APPROVED AS TO ENGINEERING:

Catherine A. O'Connor Director of Engineering

APPROVED AS TO MAINTENANCE AND OPERATIONS:

Manju P. Sharma

Director of Maintenance and Operations APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

This instrument was prepared by: Ronald M. Hill, General Counsel Law
Department Metropolitan Water Reclamation District of Greater Chicago 100 East
Erie Street, Room 301 Chicago, Illinois 60611 (312) 751-6587

(sub) Exhibit A to Sewer and Structure Assignment Agreement (No. 12-CH-02)

[Attached]