23 June 2020

CHICAGO AREA WATERWAY SYSTEM
DREDGED MATERIAL MANAGEMENT PLAN
AND
INTEGRATED ENVIRONMENTAL IMPACT STATEMENT

CHICAGO, COOK COUNTY, ILLINOIS

REAL ESTATE PLAN

FINAL

APPENDIX G

Great Lakes Real Estate
Detroit, Chicago, Buffalo Districts
U. S. Army Corps of Engineers
1. PURPOSE:

This Real Estate Plan (REP), prepared in accordance with ER 405-1-12, presents the real estate requirements for the Chicago Area Waterway System (CAWS) Dredged Material Management Plan (DMMP). This REP is Appendix G to the DMMP and Environmental Impact Statement (EIS). The purpose of the DMMP is to address dredging and material management requirements for Calumet Harbor and River federal channel and Cal-Sag Channel for twenty years. It is tentative in nature, preliminary, and for planning purposes only.

This plan includes estimated land values and costs associated with the acquisition of lands, easements, and rights-of-way. It also identifies any facility/utility relocations necessary to implement the project. Anticipated requirements for lands, easements, rights-of-way, relocations and disposal areas (LERRD) are based on field inspections by Real Estate Division personnel and information furnished by the project development team. The final real property acquisition lines and estimates of value are subject to change even after approval of the DMMP and EIS. Prior CAWS DMMP draft plans had recommended alternate sites, this report replaces all prior CAWS and Calumet Harbor and River DMMP Real Estate Plans.

Authorized depths of the federal channel are 29 feet in the Lake Michigan approach, 28 feet in the entrance and outer harbor, and 27 feet in the river. A summary of Calumet Harbor and River dredging authorities is located in Sec. 1.2.1 in the DMMP. Specifically, Section 123 of the River and Harbor Act of 1970 (Title I of Public Law 91-611) authorized the construction of Confined Disposal Facilities (CDFs) in the Great Lakes region. These facilities were to be designed to contain contaminated material dredged from the associated federal channels. All federally maintained navigation projects must demonstrate that there is sufficient dredged material placement capacity for a minimum of 20 years.

As required by Federal law and USACE Guidance, a base plan will be identified that represents the least cost dredged material management alternative. The City of Chicago will act as the non-federal sponsor, along with the Chicago Park District and Illinois International Port District. The non-federal sponsors will be responsible for providing all lands, easements, rights-of-way, relocations and disposal areas (LERRD) necessary for the project.

2. PROJECT DESCRIPTION:

The project area is located on the southwestern shore of Lake Michigan at the natural boundary of two of the country’s major watersheds, the Great Lakes and the Mississippi River Basin. Calumet Harbor and River are in an urban, industrialized area with limited available land and high property values. Navigation is currently maintained by periodic dredging of the Harbor and River. The existing CDF at Calumet Harbor is nearing capacity. If navigation depths are not maintained barges and vessels may need to light-
load, thus increasing the number of trips required to move the same amount of cargo. An exhaustive search of potential real estate sites was conducted beginning in 2008. Several sites were evaluated and dropped from consideration for various reasons.

**Recommended Plan**

Annual dredging events at Calumet Harbor and River have nearly filled the existing CDF with over 1.3M CY of material placed since inception in 1984. The CDF will reach capacity in 2022. Vertical expansion of the existing Chicago Area CDF would use the same footprint as the existing ~45-acre site on the south bank of the Calumet River at the mouth of Calumet Harbor near 95th Street. In this alternative, new berms would be built directly on top of the material currently confined in the interior of the site; a new bottom liner would not be needed due to the fact that the current facility was built on top of naturally occurring clay bottom “bed” material of Lake Michigan, rather than a constructed liner. Later, an additional ‘sand blanket’ would be placed at the facility. Wick drains would be installed beneath where new berms are planned in order to consolidate and preload the sediment. The site would have separate drying pads for contaminated and beneficial use material, as well as a new dock, along the north-northeast side of the triangular site. Excess water would be directed to the existing drainage pond on the south end of the site before being piped to filter cells.

When the facility is full at the end of the projected 20-year project life, a 3-foot cover consisting of clean dredged material and topsoil will be placed on top of the contaminated material and seeded for final site closure. At this point, the facility would be an approximately 25-foot tall grassy hill that the USACE Chicago District would turn over to the non-federal sponsor, for appropriate use in accordance with the operations and maintenance manual, in perpetuity.
3. **DESCRIPTION OF LANDS, EASEMENTS, AND RIGHT-OF-WAY (LER) REQUIRED FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PROJECT:**

Vertical Expansion
Vertical expansion utilizes the existing Calumet Harbor CDF footprint. The lands are owned by the Chicago Park District, and provided currently for the CDF. The lands were to have been turned over to the Chicago Park District once the existing CDF closed, however the new project will also utilize the same lands. The vertical expansion of the CDF is considered a new project. Fee simple is the standard estate for confined disposal areas. The vertical expansion can fit within the existing Chicago Park District owned lands and will be provided by Chicago Park District as a sponsor. Other lands required are access (road easement) through the Illinois International Port District (IIPD) and a filter cell and drain pipe (utility easement), currently used for the existing CDF, on the same land. The IIPD lands are known as Iroquois Landing. IIPD would provide these lands as a non-federal sponsor. An existing LCA and Rights of Entry govern the lands for the project currently. In summary:

**Estate:**

**Fee Simple** 51.63 acres

The fee simple title to Schedule A, Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Note: The Fee Simple lands are owned by the Chicago Park District as former Lake Michigan bottomlands. Chicago Park District will provide the LERRDs again for the new vertical expansion project as a non-federal sponsor. The proposed loading dock would be considered within the fee simple footprint of the project as newly created bottomlands with title vested to the Chicago Park District.

**Road Easement** 5.3 acres

A perpetual non-exclusive and assignable easement and right of way in, on, over and across the land described in Schedule A for the location, construction, operation, maintenance, alteration replacement of (a) road(s) and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right of way; (reserving, however, to the owners, their heirs and assigns, the right to cross over or under the right of way as access to their adjoining land at the locations indicated in Schedule B); subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Note: The access road easement is existing for the current CDF and provided by the IIPD. For the new vertical expansion project IIPD will provide the lands as a non-federal sponsor.

**Utility Easement** 4.39 acres
A perpetual and assignable easement and right-of-way in, on, over and across the land described in Schedule A, for the location, construction, operation, maintenance, alteration; repair and patrol of underground pipeline and filter cell; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Note: The current CDF uses a pipe and filter cells that route through the Iroquois Landing property (IIPD). IIPD will provide those lands for the vertical expansion as a non-federal sponsor.

A map of the required real estate is provided as Exhibit A.

4. **NON-STANDARD ESTATES:** No non-standard estates are required.

5. **EXISTING FEDERAL PROJECTS:**

Calumet Harbor includes a 2-mile breakwater maintained by USACE. Other federal projects include:

5.1 Calumet Harbor CDF

Currently, dredged material is placed in the Chicago Area Confined Disposal Facility (CDF), built and operated by the Chicago District. The CDF is located at the mouth of the Calumet River at Lake Michigan. The CDF, completed in 1984 and placed in service shortly thereafter, is a structure designed to contain the dredged material and prevent release of contaminants to the surrounding area.

5.2 Calumet-Sag Channel

The Calumet Sag Channel connects the deep draft Calumet Harbor and River project to the Illinois Waterway Project and, ultimately, the Mississippi River and the Gulf of Mexico. This federal channel is maintained by the Rock Island District of the USACE.

5.3 Great Lakes and Mississippi River Interbasin Study (GLMRIS)

USACE is conducting a feasibility study of the options and technologies (controls) that could be applied to prevent or reduce the risk of aquatic nuisance species (ANS) transfer between the Great Lakes and Mississippi River basins through aquatic pathways. In February 2014 the report identified eight alternative plans. Three of the eight plans would directly impact navigation between Lake Michigan and the Calumet-Sag Channel via Calumet Harbor and River.
6. **FEDERALLY OWNED LAND:** There is no federally owned land available within the project footprint. Nearby federal lands include the Calumet Harbor Stone Dock and Calumet Harbor Storage Building, both on the opposite (north) side of the Calumet River.

7. **NAVIGATIONAL SERVITUDE:** The area proposed for acquisition does not lie below the ordinary high water mark; therefore the navigational servitude rights of the United States will not be exercised.

8. **PROJECT AREA MAPS:** Real Estate mapping is attached and marked Exhibit A. Detailed HTRW maps are included in the HTRW report.

9. **POSSIBLE INDUCED FLOODING:** The conclusion of the Hydraulics and Hydrology branch of the Chicago District is that there will be no adverse effect on flooding.

10. **BASELINE COST ESTIMATE:** The lands, the existing CDF and associated facilities, are currently provided as an item of cooperation for a federal project and would be provided again by the Chicago Park District, IIPD, and City of Chicago. At this time the lands would not be considered eligible for LERRD credit, therefore no LERRD amount is estimated.

    **Non-Federal**

    Lands and Damages $0  
    Administrative Costs $0  

    **Total Non-Federal** $0

    **Federal**

    Administrative Costs $50,000

    **Total Federal** $50,000

    **TOTAL REAL ESTATE COSTS** $50,000

While no sponsor acquisition is anticipated, due to the complex nature of the site and multiple entities involved in the project Federal Administrative Costs are anticipated to be higher than average. This amount is an estimate and may increase or decrease based on actual oversight needs.

11. **RELOCATION ASSISTANCE BENEFITS (P.L. 91-646):** There are no relocations required under P.L. 91-646 for this proposed project.
12. **MINERAL/TIMBER ACTIVITY:** There is no mineral or timber activity in the immediate area.

13. **SPONSOR CAPABILITY:** The City of Chicago, operating under Chicago Department of Transportation, is the lead sponsor. Other sponsors are the Chicago Park District and IIPD. The City of Chicago is capable of providing the LERRDs and have partnered with USACE on prior projects. The Chicago Park District is capable of providing LERRDs and has partnered with USACE on prior projects. IIPD is capable of providing LERRDs and currently provides LERRDs for the existing CDF. No acquisition is required as the project includes all three entities as non-federal sponsors. Letters of Intent have been received by all three sponsors and detailed Sponsor Capability Assessments are located in Exhibit B.

14. **ZONING ORDINANCES ENACTED:** No rezoning is necessary to support the Project LERRD requirements.

15. **ACQUISITION SCHEDULE WITH MILESTONES:** Due to the complexity of the project and preliminary nature of the plan there is not a detailed real estate schedule. The project schedule will be updated as information becomes available.

   Tentatively, implementation of the Recommended Plan would take three years to complete, beginning in 2021, and proceed as follows:

   - **Year 1 (2021)** – Site preparation to include installation of wick drains under the footprint of the new DMDF and development of separate drying pads for beneficial use material and contaminated material.

   - **Year 2 (2022)** – Dredge, dry, and stockpile Calumet Harbor material to be used in berm construction for the new DMDF, using both drying pads if necessary. No maintenance dredging of Calumet River would occur during Year 2.

   - **Year 3 (2023)** – Once the Calumet Harbor material has had approximately 1 year to dry, it would then be used to create the perimeter berms of the new DMDF. No maintenance dredging of Calumet River would occur during Year 2. The DMDF would begin accepting material the following year, 2024 (base year).

   All Real Estate would be provided through Authorization for Entry by the non-federal sponsors prior to contract advertisement.

16. **UTILITIES / FACILITIES TO BE RELOCATED:**
As the new facility will be placed within an existing project that does not contain utilities there are no utilities or facilities to be relocated.

17. **HTRW CONSIDERATIONS:** An Integrated Environmental Assessment (EA) was released for public review in June 2015. USACE received considerable feedback related to potential impacts on the local community and it was determined that an EIS
would be prepared. The EIS notice of intent was published in the Federal Register on 28 December 2018. Upon approval of the DMMP, the Record of Decision (ROD) for the EIS will be signed by the LRD Commander.

There is a long history of hazardous, toxic, or radioactive waste (HTRW) contamination in the study area due to the land use prior to the 1980s. However, vertical expansion of the existing Chicago Area CDF represents a low HTRW risk because it utilizes the same footprint as the existing facility, which was constructed on Lake Michigan bottom and, therefore, would have had little or no prior industrial usage. See the chart in Section 8.0 of the Main Report for detailed compliance with applicable laws, policies, and plans.

18. **OWNER ATTITUDE / ISSUES:** Chicago Park District and City of Chicago are supportive of the project. The project directly supports IIPD operations and they have been supportive. Public opposition to the creation of a new DMDF does not pose a risk to the sponsor providing the necessary LERRDs for the project.

19. **SPONSOR NOTIFIED OF RISKS OF ADVANCED ACQUISITION:** The project utilizes existing sponsor-owned lands, therefore no acquisition is required and notification is not necessary at this time. The sponsor has been directly coordinated with regarding the LERRD requirements.

20. **ANY OTHER REAL ESTATE ISSUES:** The use of the site will require coordination for closing the prior CDF project while constructing a new expansion project on the existing site. At this time it as assumed a new Project Partnership Agreement would replace the prior Local Cooperation Agreement.

The Great Lakes Real Estate Office will coordinate, monitor, and assist with all real estate activities undertaken by the non-Federal Sponsor. If any acquisition activities are required by the non-Federal Sponsor, the Real Estate Office will assure that the acquisition process is conducted in compliance with Federal and State Laws, specifically, the requirements under the Federal Uniform Relocation and Acquisition Act (P.L. 91-646). The Real Estate Office will attend district team meetings, and also review and provide input into draft and final reports prepared by the district team.

Prepared by:

[Signature]

MICHAEL B. ROHDE
Realty Specialist
Reviewed and approved by:

SHELTON.ANDREW
W.M.1516398511
Digitally signed by
SHELTON.ANDREW.M.1516398511
Date: 2020.06.29 15:47:14 -04'00'

ANDREW M. SHELTON
Chief, Real Estate Division
Chicago, Detroit, & Buffalo Districts
EXHIBIT A

(Maps)
Exhibit B

Sponsor Capability Assessment
CHICAGO AREA WATERWAY SYSTEM
DREDGED MATERIAL MANAGEMENT PLAN

ASSESSMENT OF NON-FEDERAL SPONSOR’S
REAL ESTATE ACQUISITION CAPABILITY

Sponsor(s): City of Chicago, Chicago Department of Transportation (CDOT)

Authority: Section 123 of the River and Harbor Act of 1970

Non-Federal Sponsor Real Estate Contact: Vasile Jurca, CDOT

I. Legal Authority

a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?

Yes X No _____

Non-Federal Sponsor is authorized to acquire and own land by authority of ILCS compiled statues authorize the City of Chicago to acquire and hold real property.

b. Does the non-Federal Sponsor have the power of eminent domain for this project?

Yes X No _____

The use of eminent domain is authorized by ILCS compiled statues authorize the City of Chicago to acquire and hold real property.

Note: Eminent domain is not required

c. Does the non-Federal Sponsor have “quick-take” authority for this project?

Yes X No _____

Note: Quick take authority is available but is not required

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/interests in land required for the project are located inside of their political boundary.

Yes X No _____

Note: Quick take authority is available but is not required
e. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes__ ___No__ X__

f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 6/9/2020.


II. Financial Capability

a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes X__ No_____

b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes__ X__ No_____

III. Willingness To Participate

a. The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.

Yes X__ No_____

Letter of Intent from the NFS dated: May 14, 2020

b. The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.

Yes_X__

b. The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.

Yes_X__ No_____

IV. Acquisition Experience and Capability
a. Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.

Yes __ X __ No _____

b. The non-Federal Sponsor’s staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.

Yes __ X __ No _____

c. The non-Federal Sponsor can obtain contractor support and meet project schedules.

Yes __ X __ No _____

d. The non-Federal Sponsor’s staff is located within a reasonable proximity to the project site.

Yes __ X __ No _____

e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?

Yes _____ No __ X __

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes __ X __ No _____

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in
order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes_ X__ No____

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: FULLY CAPABLE.

Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.

a. Fully Capable: Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.

b. Moderately Capable: Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by ____________.

c. Marginally Capable: Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by ____________________________.

d. Insufficiently Capable: Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by ____________________________.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes_ X__________

This assessment has been coordinated with:

Name: Vasile Jurca, CDOT
Prepared by:

MICHAEL B. ROHDE
Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by the Illinois International Port District and Chicago Park District as co-sponsors, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Non-Federal Sponsor Representative:

Name: Luis D. Benitez
Title: Chief Bridge Engineer
Date: 06 / 16 / 2020
Sponsor(s): Chicago Park District

Authority: Section 123 of the River and Harbor Act of 1970

Non-Federal Sponsor Real Estate Contact: Michael P. Kelly
Superintendent and CEO
Chicago Park District

I. Legal Authority

a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?

Yes__X__No____

Non-Federal Sponsor is authorized to acquire and own land by authority of Illinois Park District Code (70 ILCS 1205)

b. Does the non-Federal Sponsor have the power of eminent domain for this project?

Yes__X__No____

The use of eminent domain is authorized by 70 ILCS 1205, Article 8 authorizes use of eminent domain

Note: Eminent domain is not required

c. Does the non-Federal Sponsor have “quick-take” authority for this project?

Yes__X__No____

Note: Quick take authority is available but is not required

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/interests in land required for the project are located inside of their political boundary.

Yes__X__No____

Note: All LERRDs are within CPD ownership for the CDF
e. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes ___ No ___ X ___

f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 6/9/2020.


II. Financial Capability

a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes ___ X ___ No ______

b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes ___ X ___ No ______

III. Willingness To Participate

a. The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.

Yes ___ X ___ No ______

Letter of Intent from the NFS dated: May 14, 2020

b. The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.

Yes ___ X ___

c. The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.

Yes ___ X ___ No ______
IV. Acquisition Experience and Capability

   a. Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.

      Yes__X__No____

   b. The non-Federal Sponsor’s staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.

      Yes__X__No____

   c. The non-Federal Sponsor can obtain contractor support and meet project schedules.

      Yes__X__No____

   d. The non-Federal Sponsor’s staff is located within a reasonable proximity to the project site.

      Yes__X__No____

   e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?

      Yes_____No__X__

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/real estate schedule/milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes__X__No____

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in
within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes__X___No____

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: FULLY CPABLE.

Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.

a. Fully Capable: Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.

b. Moderately Capable: Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by ________________.

c. Marginally Capable: Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by ____________________________.

d. Insufficiently Capable: Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by ____________________________.

Will rely on ____________________________ to hold title.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes___X__

This assessment has been coordinated with:

Name: Michael P. Kelly
Superintendent and CEO
Chicago Park District
Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by the City of Chicago and Chicago Park District as co-sponsors, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Non-Federal Sponsor Representative:

Signature: ________________________________

Name: ________________________________

Title: ________________________________

Date: _____/____/____

NOTE: A DIGITALLY SIGNED VERSION OF THE CHICAGO PARK DISTRICT SPONSOR CAPABILITY ASSESSMENT IS HELD IN THE LRC REAL ESTATE FILES (6/23/2020)
I. Legal Authority

a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?

Yes_X__No____

Non-Federal Sponsor is authorized to acquire and own land by authority of SPECIAL DISTRICTS (70 ILCS 1810/) Illinois International Port District Act

b. Does the non-Federal Sponsor have the power of eminent domain for this project?

Yes_X__No____

The use of eminent domain is authorized by SPECIAL DISTRICTS (70 ILCS 1810/) Illinois International Port District Act

Note: Eminent domain is not required

c. Does the non-Federal Sponsor have “quick-take” authority for this project?

Yes__X__No__ __

Note: Quick take authority is available but is not required

d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/interests in land required for the project are located inside of their political boundary.

Yes__X__No____
Note: All LERRDs are within the IIPD ownership for access and utility/filter cell

c. Are any of the lands/interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

   Yes____ No____X__

d. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 6/9/2020.


II. Financial Capability

   a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

      Yes__X__ No____

   b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

      Yes__X__ No____

III. Willingness To Participate

   a. The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.

      Yes__X__ No____

      Letter of Intent from the NFS dated: Jan 29, 2020

   b. The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.

      Yes__X__

   c. The non-Federal Sponsor understands that it may be necessary to utilize eminent domain authority in order to acquire lands required for this project.

      Yes__X__ No____
IV. Acquisition Experience and Capability

a. Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.

Yes__X__No____

b. The non-Federal Sponsor’s staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.

Yes__X__No____

c. The non-Federal Sponsor can obtain contractor support and meet project schedules.

Yes__X__No____

d. The non-Federal Sponsor’s staff is located within a reasonable proximity to the project site.

Yes__X__No____

e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?

Yes_____No__X__

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/ real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes__X__No____

VI. LERRD Credits
The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes__X__No____

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be: FULLY CAPABLE.

Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.

a. Fully Capable: Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & “quick-take” authority) required to provide LERRD.

b. Moderately Capable: Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by ____________.

c. Marginally Capable: Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _____________________.

d. Insufficiently Capable: Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by _________________________.

Will rely on _________________________________ to hold title.

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes_X__

This assessment has been coordinated with:
Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by the City of Chicago and Chicago Park District as co-sponsors, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

Non-Federal Sponsor Representative:

Signature: ____________________________

Name: _______________________________

Title: ________________________________

Date: _____/_____/_____

Chief, Real Estate Division
Great Lakes Region

Digitally signed by
SHELTON.ANDREW.M.151639851
Date: 2020.06.29 15:49:40 -04'00'
Exhibit C

1982 LCA and Survey
APPENDIX E

OPERATION AND MAINTENANCE MANUAL

CHICAGO AREA CDF

CONFINED DISPOSAL FACILITY

CALUMET HARBOR, ILLINOIS

LOCAL COOPERATION AGREEMENT
The Chicago Regional Port District, a municipal corporation, organized under the laws of the State of Illinois (herinafter called the Port District) by its duly qualified and authorized official whose signature is affixed hereto, in consideration of the benefits and advantages which will accrue to said Port District by reason of the participation of the United States in the construction of a Confined Disposal Facility at Calumet Harbor, Chicago, Illinois, for the Chicago area harbors and rivers, as authorized by Section 123 of the River and Harbor Act of 1970, Public Law 91-611 approved 31 December 1970, and in accordance with the required conditions of local cooperation as set forth in the Agreement for Local Cooperation between the United States of America and the Chicago Regional Port District and the Chicago Park District, approved on behalf of the Secretary of the Army on 13 July 1982, does hereby grant to the United States of America, its officers, employees, agents, successors and assigns, and the Government contractors, their officers, employees, agents, successors and assigns, the right to enter upon the lands shown by legend as Parcel Nos. 2, 3, 5, 6, 7, on a drawing attached hereto and a permanent part hereof entitled: "Calumet Harbor, Illinois, Chicago Area Confined Disposal Facility, Right-of-Way Requirements: dated 28 May 1982 - File No. 52-S28; Sheets 18 and 19 of 23;
revised 1 July 1982 - "Deleted Parcel No. 4 & Revised Right-of-Way"; revised
8 July 1982 - "Revised Right-of-Way Limits"; and as described in legal
descriptions attached to said drawing entitled: "Parcel No. 2, Chicago
Confined Disposal Facility, Disposal Facility Right-of-Way, Landward of
Bulkhead Line Area: 4.296 Acres"; "Parcel No. 3, Chicago Confined Disposal
Facility, Right-of-Way for Hydraulic Effluent Discharge Pipeline and Filter
Cells Area: 5.3 Acres"; "Parcel No. 5, Chicago Confined Disposal Facility,
Right-of-Way for Contractor's Work and Storage Area: 3.355 Acres"; "Parcel
No. 6, Chicago Confined Disposal Facility, Construction Access Road Right-of-
Way Area: 6.387 Acres"; "Parcel No. 7, Chicago Confined Disposal Facility,
Right-of-Way for Temporary Storage of Special Excavation, Area: 10.984 Acres";
for use by the United States of America, its officers, employees, agents,
successors and assigns, and the United States of America's contractors, their
officers, employees, agents, successors and assigns, for the hereinafter
respectively described purposes and periods of time beginning with the date of
award of a contract for the construction of said confined disposal facility at
Calumet Harbor, Illinois by the U. S. Army Corps of Engineers, Chicago District.

a. Parcel Nos. 2 and 3: For a period not to exceed ten years or until the
aforesaid confined disposal facility is filled, whichever occurs later, for
the hereinafter respectively described purposes:

(1) **Parcel No. 2:** For the construction, operation and maintenance of said
facility and any appurtenances thereto together with the right to trim, cut,
fell and remove therfrom all trees, underbrush, obstructions and other
vegetation, structures, or obstacles within the limits of the right-of-way.

(2) **Parcel No. 3:** For the location, construction, operation, maintenance, alteration, repair and partol of a hydraulic effluent discharge pipeline, and effluent discharge filter cells, and appurtenances thereto, together with the right to trim cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

b. **Parcel Nos. 5, 6, and 7:** For a period not to exceed three years, or until completion of construction of the aforesaid confined disposal facility, whichever occurs later, for the hereinafter respectively described purposes:

(1) **Parcel No. 5:** For use as a work and storage area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the aforesaid disposal facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

(2) **Parcel No. 6:** For the location, construction, operation, maintenance, alteration, and replacement of a construction access road and appurtenances thereto; and to perform any other work necessary and incident to the construction of the aforesaid disposal facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other
vegetation, structures, or obstacles within the limits of the right-of-way.

(3) Parcel No. 7: For use as a work and storage area, including the right to construct, operate and maintain containment diking around the inside perimeter thereof, deposit fill, excavation and dredged material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of the aforesaid disposal facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

IN WITNESS WHEREOF, the Chicago Regional Port District, County of Cook, State of Illinois has caused its Corporate name to be hereunto signed by its General Manager this 21st day of July, A.D. 1982.

CHICAGO REGIONAL PORT DISTRICT

BY FRANK MARTIN
General Manager
PARCEL NO. 2  
CHICAGO CONFINED DISPOSAL FACILITY  
DISPOSAL FACILITY RIGHT-OF-WAY  
LANDWARD OF BULKHEA LD LINE  
AREA: 4.296 ACRES  

LEGAL DESCRIPTION  

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois and more particularly described as follows:  

Commencing at the point of intersection of the North line of East 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1386.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 2780.32 feet along the North line of 95th Street and said North line extended to the intersection with a line parallel with and 100.00 feet West of the Illinois-Indiana State Line, said intersection being the point of beginning; thence N. 00°-03'-04" W. 116.30 feet along said line parallel with and 100.00 feet West of the said State Line to the intersection with a line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence N. 23°-05'-30" W. 579.65 feet along said line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 50.00 feet; thence N. 23°-05'-30" W. 1450.00 feet along a line parallel with and 50.00 feet Southwesterly of the said Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 20.00 feet; thence N. 23°-05'-30" W. 1436.53 feet along a line parallel with and 30.00 feet Southwesterly of the said Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 30.00 feet to a point on the said Northeasterly face of the bulkhead; thence S. 23°-05'-30" E. 3486.53 feet along the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan to the intersection with the Illinois-Indiana State Line; thence S. 00°-03'-04" E. 134.91 feet along the said Illinois-Indiana State Line to the intersection with the North line of 95th Street extended; thence S. 88°-54'-00" W. 100.02 feet along the North Line of 95th Street extended to the point of beginning; containing 4.296 acres, more or less.  

25 January 1982
PARCEL NO. 3
CHICAGO CONFINED DISPOSAL FACILITY
RIGHT-OF-WAY FOR HYDRAULIC
EFFLUENT DISCHARGE PIPELINE & FILTER CELLS
AREA: 5.3 ACRES

LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indiana Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois, and more particularly described as follows:

Commencing at the point of intersection of the North Line of East 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1386.73 feet East of the West Line of said Section 5; thence N. 88°-54'-00"E. 236.00 feet along the North Line of 95th Street to the Point of Beginning; thence N. 30°-29'-42"W. 810.52 feet; thence S. 89°-35'-48"W. 192.65 feet to a point on a line parallel with and 20 feet Northeasterly of the Northeasterly Line of the E.J. & E Railroad; thence N. 31°-31'-30"W. 1,031.54 feet along said line parallel with and 20 feet Northeasterly of the Northeasterly E.J. & E Railroad R.O.W. to the point of Curve; thence Northwesterly on a curve tangent to the last described line and convex to the Southwest, with a radius of 536.19 feet, a distance of 206.73 to a Point of Reverse Curve; thence Northwesterly on a curve convex to the Northeast with a radius of 611.19 feet for a distance of 113.57 feet; thence Southwesterly along the radial line of the last described curve a distance of 20.00 feet to a point on the Northeasterly Line of the E.J. & E Railroad; thence Northwesterly along said Northeasterly Line of the E.J. & E Railroad on a curve convex to the Northeast with a radius of 591.19 a distance of 97.11; thence N. 29°-28'-30"W. 13.49 feet; thence N. 60°-31'-34"E. 30 feet; thence S. 81°-17'-36"E. 90.11 feet; thence S. 29°-39'-56"E. 364.34 feet; thence S. 58°-28'-30"W. 130.00 feet to a point on a line parallel with and 45 feet Northeasterly of the Northeasterly Line of E.J. & E Railroad; thence S. 31°-31'-30"E. 873.34 feet along said line parallel with and 45 feet Northeasterly of the E.J. & E Railroad R.O.W.; thence N. 89°-35'-48"E. 38.62 feet; thence S. 31°-31'-30"E. 150 ft.; thence N. 89°-35'-48"E. 160 feet; thence S. 30°-29'-42"E. 798.72 feet to a point 30.00 feet North of the North Line of 95th Street; thence N. 88°-54'-00"E. 2070.98 feet along a line parallel with and 30.00 feet North of the North Line of 95th Street Extended; thence N. 10°-49'-39"E. 425.81 feet; thence N. 78°-45'-42"E. 86.30 feet; thence N. 66°-54'-30"E. 134.20 feet to a point on a line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence S. 23°-05'-30"E. 50.00 feet along said parallel line; thence S. 66°-54'-30"W. 227.85 feet; thence S. 10°-49'-39"W. 389.87 feet to a point on the North Line of 95th Street Extended; thence S. 88°-54'-00"W. 2112.83 feet along the North Line of 95th Street Extended to the Point of Beginning; containing 5.3 acres, more or less.
PARCEL NO. 5
CHICAGO CONFINED DISPOSAL FACILITY
RIGHT-OF-WAY FOR CONTRACTOR'S
WORK AND STORAGE AREA
AREA: 3.355 ACRES

LEGAL DESCRIPTION

A parcel of land situated in the Southwest fractional quarter of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois and more particularly described as follows:

Commencing at the point of intersection of the North line of East 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1386.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 2348.83 feet along the North line of 95th Street and said North line extended to the point of beginning; thence N. 10°-49'-39" E. 389.87 feet; thence N. 66°-54'-30" E. 227.85 feet to a point on a line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence S. 23°-05'-30" E. 378.17 feet along the said line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead to the point of intersection with a line parallel with and 100.00 feet West of the Illinois-Indiana State Line; thence S. 00°-03'-04" E. 116.30 feet along said line parallel with and 100.00 feet west of the Illinois-Indiana State Line to the point of intersection with the North line of 95th Street extended; thence S. 88°-54'-00" W. 431.49 feet along the said North line of 95th Street extended to the point of beginning; containing 3.355 acres, more or less.

25 January 1982
LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois, and more particularly described as follows:

Commencing at the point of intersection of the North line of East 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1186.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 30.00 feet along the North line of 95th Street to the point of beginning; thence N. 14°-24'-00" E. 63.00 feet; thence N. 15°-16'-00" W. 77.50 feet; thence N. 29°-19'-35" W. 143.00 feet; thence N. 31°-21'-50" W. 433.32 feet; thence N. 18°-15'-36" W. 92.85 feet; thence N. 02°-05'-51" W. 84.35 feet; thence N. 15°-48'-11" E. 93.12 feet; thence S. 74°-11'-49" E. 130.00 feet; thence N. 71°-04'-31" E. 1178.04 feet; thence N. 57°-23'-11" E. 1080.00 feet; thence N. 23°-49'-17" E. 323.01 feet to a point on a line parallel with and 50.00 feet Southwesterly of the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence N. 23°-05'-30" W. 1368.18 feet along the said line parallel with and 50.00 feet Southwesterly of the said Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 20.00 feet to a point on a line parallel with and 30.00 feet Southwesterly of the said Northeasterly face of the bulkhead; thence S. 23°-05'-30" E. 1436.53 feet along the said line parallel with and 30.00 feet Southwesterly of the Northeasterly face of the bulkhead; thence S. 66°-54'-30" W. 20.00 feet; thence S. 23°-56'-26" W. 250.00 feet; thence S. 30°-06'-49" E. 1006.01 feet; thence S. 07°-03'-54" E. 450.09 feet to a point on the Northerly line of Parcel No. 3; thence S. 78°-45'-42" W. 86.30 feet along the said Northerly line of Parcel No. 3; thence N. 03°-28'-05" W. 464.34 feet; thence N. 30°-06'-49" W. 901.49 feet to a point of curve; thence Northwesterly on a curve tangent to the last described line and convex to the North, with a radius of 50.00 feet, a distance of 80.72 feet to the point of tangency; thence S. 57°-23'-11" W. 1031.59 feet; thence S. 71°-04'-31" W. 1199.69 feet; thence N. 74°-11'-49" W. 99.12 feet; thence S. 41°-02'-08" W. 29.05 feet; thence S. 02°-22'-25" E. 100.08 feet; thence S. 22°-05'-39" E. 126.74 feet; thence S. 31°-16'-37" E. 213.35 feet; thence S. 32°-11'-43" E. 312.28 feet; thence S. 17°-53'-22" E. 53.04 feet; thence S. 00°-04'-59" E. 97.27 feet to a point on the North line of 95th Street; thence S. 88°-54'-00" W. 50.00 feet along the North line of 95th Street to the point of beginning; containing 6.387 acres, more or less.

22 January 1982
PARCEL NO. 7
CHICAGO CONFINED DISPOSAL FACILITY
RIGHT-OF-WAY FOR TEMPORARY STORAGE
OF SPECIAL EXCAVATION
AREA: 18.984 ACRES

LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois and more particularly described as follows:

Commencing at the point of intersection of the North line of 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1386.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 1354.51 feet along the North line of 95th Street and said North line extended; thence N. 01°-06'-00" W. 30.00 feet to the point of beginning; thence N. 10°-49'-39" E. 900.00 feet; thence N. 88°-54'-00" E. 852.81 feet; thence S. 03°-28'-05" E. 464.34 feet; thence S. 10°-49'-39" W. 425.81 feet to a point on a line parallel with and 30.00 feet North of the North line of 95th Street extended; thence S. 88°-54'-00" W. 970.00 feet along said parallel line to the point of beginning; containing 18.984 acres, more or less.

9 February 1982
AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CHICAGO REGIONAL PORT DISTRICT
AND
THE CHICAGO PARK DISTRICT
FOR LOCAL COOPERATION AT
CALUMET HARBOR, ILLINOIS

This Agreement entered into this 13th day of July, 1982 by and between the United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, the Chicago Regional Port District (hereinafter called the "Port District"), and the Chicago Park District (hereinafter called the "Park District"), pursuant to Section 221 of Public Law 91-611, approved 31 December 1970.

WITNESSETH THAT:

WHEREAS, Section 123 of the River and Harbor Act of 1970 (Public Law 91-611, approved 31 December 1970) authorized the construction, operation and maintenance of contained spoil disposal facilities of sufficient capacity to contain the deposits of dredged materials for a period not to exceed 10 years; and

WHEREAS, said Section 123 provides that the Secretary of the Army shall obtain the concurrence of appropriate local governments and shall consider the views and recommendations of the Administrator of the Environmental Protection Agency and shall comply with the requirements of Section 401 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, and of the National Environmental Policy Act of 1969, which requirements have been complied with; and
WHEREAS, a Letter Report dated August 1981, providing for the construction of contained spoil disposal facilities at Calumet Harbor, Chicago, Illinois, under the authority of said Section 123 was approved 23 November 1981; and

WHEREAS, said Section 123 of Public Law 91-611 provides that non-Federal interests must agree in writing to furnish certain items of local cooperation prior to commencement of construction of such facilities including a possible contribution by non-Federal interests of twenty-five per centum (25%) of construction costs; and

WHEREAS, the requirement for contribution by non-Federal interests of 25 per centum of construction costs has been waived pursuant to a finding by the Administrator of the Environmental Protection Agency that for the area to which such construction applies, the State, Municipality and all other appropriate political subdivisions of the State, and industrial concerns are participating in and in compliance with an approved plan for the general geographical area of the dredging activity for construction, modification, expansion, or rehabilitation of waste treatment facilities and the Administrator has found that applicable water quality standards are not being violated; and

WHEREAS, Congress enacted Public Law 91-646, approved 2 January 1971, entitled the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;" and

WHEREAS, Congress enacted Public Law 88-352, the Civil Rights Act of 1964; and

WHEREAS, the Port District and the Park District hereby represent that they have the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the project and by other applicable law.
NOW, THEREFORE, the parties agree as follows:

1. The Port District agrees that, upon notification that the Government will commence construction of a Contained Spoil Disposal Facility at Calumet Harbor, Illinois, as authorized by Section 123 of Public Law 91-611, approved 31 December 1970, substantially in accordance with the Letter Report dated August 1981, and approved, 23 November 1981, the Port District, in consideration of the Government commencing construction of such project, will, with the exception of the obligations hereinafter assumed by the Park District, fulfill the requirements of non-Federal cooperation specified in such legislation and by other applicable law, to wit:

   a. Furnish all lands, easements, and rights-of-way necessary for construction, operation, and maintenance of the facility;

   b. Hold and save the Government free from damages due to construction, operation, and maintenance of the facility, except for damages due to the fault or negligence of the United States or its contractors;

   c. Maintain the facility after completion of its use for disposal purposes in a manner satisfactory to the Secretary of the Army;

   d. In acquiring lands, easements, and rights-of-way for construction and subsequent maintenance of the project, the Port District will comply with the applicable provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646, approved 2 January 1971 and inform affected persons of pertinent benefits, policies and procedures in connection with said Act.

   e. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 issued pursuant
thereof and published in Part 300 of Title 32, Code of Federal Regulations, in connection with the maintenance and operation of the project and the use of project lands.

2. The Park District agrees that, upon notification that the Government will commence construction of a Contained Spoil Disposal Facility at Calumet Harbor, Illinois, as authorized by Section 123 of Public Law 91-611, approved 31 December 1970, substantially in accordance with the Letter Report dated August 1981, and approved 23 November 1981, the Park District, in consideration of the Government commencing construction of such project, will fulfill the following portions of the said requirements of non-Federal cooperation, to wit:

a. Furnish the following Park District-owned lands for construction, operation, and maintenance of the facility:

"A triangular shaped tract of submerged land bounded on the East by the boundary line between the States of Illinois and Indiana; bounded on the Southwest by theNortheasterly face of the bulkhead as built along the United States Harbor line of Lake Michigan and bounded on the Northeast by the line of the United States Government Project Limits of Calumet Harbor, said tract being adjacent to the Northwest and Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line in the City of Chicago, Cook County, Illinois."

b. Maintain the facility after completion of its use for disposal purposes in a manner satisfactory to the Secretary of the Army, to the extent such maintenance is not performed by the Port District because of the failure of the Park District to permit the Port District to enter on the hereinabove described project lands which the Park District owns;

c. In acquiring lands, easements and rights-of-way for construction and subsequent maintenance of the project, the Park District will comply with the applicable provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646, approved

4
2 January 1971, and inform affected persons of pertinent benefits, policies and procedures in connection with said Act.

d. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, in connection with the maintenance and operation of the project and the use of project lands.

3. The Port District and the Park District shall retain title to all lands, easements, and rights-of-way furnished by them pursuant to paragraphs 1 and 2 above to the extent of their respective interests therein, with the exception that the spoil disposal facility contemplated herein may be conveyed to another party only after completion of the facility's use for disposal purposes and after the transferee agrees in writing to use or maintain the facility in a manner which the Secretary of the Army determines to be satisfactory.

4. The spoil disposal facility constructed as proposed herein, will be made available to Federal licensees or permittees upon payment of an appropriate charge for such use. In view of the above recited waiver of the requirement to contribute 25 per centum of the construction cost, neither the Port District nor the Park District shall be entitled to any portion of such charges, all in accordance with subparagraph (g) of Section 123 of Public Law 91-611.

5. The Port District and the Park District hereby grant to the Government, its officers, employees, agents, contractors and assigns, the right to enter upon, at reasonable times and in a reasonable manner, lands which they own or control, for the purpose of inspection, and for the purpose of maintaining the facility, if such inspection shows that the Port District and/or the Park District are for any reason failing to maintain the facility in accordance with the assurances
hereunder and have persisted in such failure after a reasonable notice in writing by the Government delivered to the Port District and Park District or their designated representatives. No maintenance by the Government in such event shall operate to relieve the Port District and/or the Park District of their responsibility to meet their obligations as set forth in this Agreement or to preclude the Government from pursuing any other remedy at law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By

CHRISTOS A. DOVAS, P.E.

Etc., Corps of Engineers

Contracting Officer

Commander and District Engineer

FOR THE SECRETARY OF THE ARMY

CHICAGO REGIONAL PORT DISTRICT

By

ATTEST:

CHICAGO PARK DISTRICT

By

ATTEST:

By
CERTIFICATE OF AUTHORITY
CHICAGO REGIONAL PORT DISTRICT

I, William F. Dart, do hereby certify that I am the Chief Legal Officer for the Chicago Regional Port District, that the Chicago Regional Port District is a legally constituted public body with full authority and legal capability to perform its obligations under the terms of the Agreement between the UNITED STATES OF AMERICA and the CHICAGO REGIONAL PORT DISTRICT and the CHICAGO PARK DISTRICT in connection with contained spoil disposal facility at Calumet Harbor, Illinois, and to pay damages, if necessary, in the event of its failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the contract on behalf of the Chicago Regional Port District has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate this 18th day of June 1982.

By: William F. Dart

Title: General Counsel
CERTIFICATE OF AUTHORITY

CHICAGO PARK DISTRICT

I, __________ Robert Donovan, do hereby certify that I am the Chief Legal Officer for the Chicago Park District, that the Chicago Park District is a legally constituted public body with full authority and legal capability to perform its obligations under the terms of the Agreement between the UNITED STATES OF AMERICA and the CHICAGO REGIONAL PORT DISTRICT and the CHICAGO PARK DISTRICT in connection with contained spoil disposal facility at Calumet Harbor, Illinois, and to pay damages, if necessary, in the event of its failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the contract on behalf of the Chicago Park District has acted within his statutory authority.

I further state and certify that I make the foregoing certification in the absence of the General Attorney due to illness pursuant to Section 12-6 of Chapter 12, Department of Law, of the Code of the Chicago Park District, that the foregoing certification is an action properly within my duties and is not an action which by law or ordinance is required to be exercised by the General Attorney in person.

IN WITNESS WHEREOF, I have made and executed this Certificate this 25 day of June 1982.

BY: __________

TITLE: First Assistant General Attorney
APPENDIX E

OPERATION AND MAINTENANCE MANUAL

CHICAGO AREA CDF

CONFINED DISPOSAL FACILITY

CALUMET HARBOR, ILLINOIS

LOCAL COOPERATION AGREEMENT
The Chicago Regional Port District, a municipal corporation, organized under the laws of the State of Illinois (hereinafter called the Port District) by its duly qualified and authorized official whose signature is affixed hereto, in consideration of the benefits and advantages which will accrue to said Port District by reason of the participation of the United States in the construction of a Confined Disposal Facility at Calumet Harbor, Chicago, Illinois, for the Chicago area harbors and rivers, as authorized by Section 123 of the River and Harbor Act of 1970, Public Law 91-611 approved 31 December 1970, and in accordance with the required conditions of local cooperation as set forth in the Agreement for Local Cooperation between the United States of America and the Chicago Regional Port District and the Chicago Park District, approved on behalf of the Secretary of the Army on 13 July 1982, does hereby grant to the United States of America, its officers, employees, agents, successors and assigns, and the Government contractors, their officers, employees, agents, successors and assigns, the right to enter upon the lands shown by legend as Parcel Nos. 2, 3, 5, 6, 7, on a drawing attached hereto and a permanent part hereof entitled: "Calumet Harbor, Illinois, Chicago Area Confined Disposal Facility, Right-of-Way Requirements: dated 28 May 1982 - File No. 52-S28; Sheets 18 and 19 of 23;

a. Parcel Nos. 2 and 3: For a period not to exceed ten years or until the aforesaid confined disposal facility is filled, whichever occurs later, for the hereinafter respectively described purposes:

(1) Parcel No. 2: For the construction, operation and maintenance of said facility and any appurtenances thereto together with the right to trim, cut, fell and remove therfrom all trees, underbrush, obstructions and other
vegetation, structures, or obstacles within the limits of the right-of-way.

(2)Parcel No. 3: For the location, construction, operation, maintenance, alteration, repair and partol of a hydraulic effluent discharge pipeline, and effluent discharge filter cells, and appurtenances thereto, together with the right to trim cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

b. Parcel Nos. 5, 6, and 7: For a period not to exceed three years, or until completion of construction of the aforesaid confined disposal facility, whichever occurs later, for the hereinafter respectively described purposes:

(1)Parcel No. 5: For use as a work and storage area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the aforesaid disposal facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

(2)Parcel No. 6: For the location, construction, operation, maintenance, alteration, and replacement of a construction access road and appurtenances thereto; and to perform any other work necessary and incident to the construction of the aforesaid disposal facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other
vegetation, structures, or obstacles within the limits of the right-of-way.

(3) Parcel No. 7: For use as a work and storage area, including the right to construct, operate and maintain containment dikeing around the inside perimeter thereof, deposit fill, excavation and dredged material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of the aforesaid disposal facility, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

IN WITNESS WHEREOF, the Chicago Regional Port District, County of Cook, State of Illinois has caused its Corporate name to be hereunto signed by its General Manager this 21st day of July, A.D. 1982.

CHICAGO REGIONAL PORT DISTRICT

BY

FRANK MARTIN
General Manager
PARCEL NO. 2
CHICAGO CONFINED DISPOSAL FACILITY
DISPOSAL FACILITY RIGHT-OF-WAY
LANDWARD OF BULKHEAD LINE
AREA: 4.296 ACRES

LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois and more particularly described as follows:

Commencing at the point of intersection of the North line of East 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1386.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 2780.32 feet along the North line of 95th Street and said North line extended to the intersection with a line parallel with and 100.00 feet West of the Illinois-Indiana State Line, said intersection being the point of beginning; thence N. 00°-03'-04" W. 116.30 feet along said line parallel with and 100.00 feet West of the said State Line to the intersection with a line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence N. 23°-05'-30" W. 579.65 feet along said line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 50.00 feet; thence N. 23°-05'-30" W. 1450.00 feet along a line parallel with and 50.00 feet Southwesterly of the said Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 20.00 feet; thence N. 23°-05'-30" W. 1436.53 feet along a line parallel with and 30.00 feet Southwesterly of the said Northeasterly face of the bulkhead; thence N. 66°-54'-30" E. 30.00 feet to a point on the said Northeasterly face of the bulkhead; thence S. 23°-05'-30" E. 3486.53 feet along the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan to the intersection with the Illinois-Indiana State Line; thence S. 00°-03'-04" E. 134.91 feet along the said Illinois-Indiana State Line to the intersection with the North line of 95th Street extended; thence S. 88°-54'-00" W. 100.02 feet along the North Line of 95th Street extended to the point of beginning; containing 4.296 acres, more or less.

25 January 1982
PARCEL NO. 3
CHICAGO CONFINED DISPOSAL FACILITY
RIGHT-OF-WAY FOR HYDRAULIC
EFFLUENT DISCHARGE PIPELINE & FILTER CELLS
AREA: 5.3 ACRES

LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indiana Boundary Line, lying East of Elgin Avenue, Chicago, Cook County, Illinois, and more particularly described as follows:

Commencing at the point of intersection of the North Line of East 95th Street with the Northeasterly Line of Kreiter Avenue, a distance of 1386.73 feet East of the West Line of said Section 5; thence N. 88°-54'-00"E. 236.00 feet along the North Line of 95th Street to the Point of Beginning; thence N. 30°-29'-42"W. 810.52 feet; thence S. 89°-35'-48"W. 192.65 feet to a point on a line parallel with and 20 feet Northeasterly of the Northeasterly Line of the E.J. & E Railroad; thence N. 31°-31'-30"W. 1,031.54 feet along said line parallel with and 20 feet Northeasterly of the Northeasterly E.J. & E Railroad R.O.W. to the point of Curve; thence Northwesterly on a curve tangent to the last described line and convex to the Southwest, with a radius of 536.19 feet, a distance of 206.73 to a Point of Reverse Curve; thence Northwesterly on a curve convex to the Northeast with a radius of 611.19 feet for a distance of 113.57 feet; thence Southwesterly along the radial line of the last described curve a distance of 20.00 feet to a point on the Northeasterly Line of the E.J. & E Railroad; thence Northwesterly along said Northeasterly Line of the E.J. & E Railroad on a curve convex to the Northeast with a radius of 591.19 feet a distance of 97.11; thence S. 29°-28'-30"W. 13.49 feet; thence N. 60°-31'-34"E. 30 feet; thence S. 81°-17'-36"E. 90.11 feet; thence S. 29°-39'-56"E. 364.34 feet; thence S. 58°-28'-30"W. 13.00 feet to a point on a line parallel with and 45 feet Northwesterly of the Northeasterly Line of E.J. & E Railroad; thence S. 31°-31'-30"E. 873.34 feet along said line parallel with and 45 feet Northwesterly of the E.J. & E Railroad R.O.W.; thence N. 89°-35'-48"E. 38.62 feet; thence S. 31°-31'-30"E. 100 ft.; thence N. 88°-35'-48"E. 160 feet; thence S. 30°-29'-42"E. 798.72 feet to a point 30.00 feet North of the North Line of 95th Street; thence N. 88°-54'-00"E. 2070.98 feet along a line parallel with and 30.00 feet North of the North Line of 95th Street Extended; thence N. 10°-49'-39"E. 425.61 feet; thence N. 78°-45'-42"E. 86.30 feet; thence N. 66°-54'-30"E. 134.20 feet to a point on a line parallel with and 100.00 feet Southwesterly of the Northeasterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence S. 23°-05'-30"E. 50.00 feet along said parallel line; thence S. 66°-54'-30"W. 227.85 feet; thence S. 10°-49'-39"W. 389.87 feet to a point on the North Line of 95th Street Extended; thence S. 88°-54'-00"W. 2112.83 feet along the North Line of 95th Street Extended to the Point of Beginning; containing 5.3 acres, more or less.
LEGAL DESCRIPTION

A parcel of land situated in the Southwest fractional quarter of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois and more particularly described as follows:

Commencing at the point of intersection of the North line of East 95th Street with the Northeasternly line of Kreiter Avenue, a distance of 1386.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 2348.83 feet along the North line of 95th Street and said North line extended to the point of beginning; thence N. 10°-49'-39" E. 389.87 feet; thence N. 66°-54'-30" E. 227.85 feet to a point on a line parallel with and 100.00 feet Southwesterly of the Northeasternly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence S. 23°-05'-30" E. 378.17 feet along the said line parallel with and 100.00 feet Southwesterly of the Northeasternly face of the bulkhead to the point of intersection with a line parallel with and 100.00 feet West of the Illinois-Indiana State Line; thence S. 00°-03'-04" E. 116.30 feet along said line parallel with and 100.00 feet west of the Illinois-Indiana State Line to the point of intersection with the North line of 95th Street extended; thence S. 88°-54'-00" W. 431.49 feet along the said North line of 95th Street extended to the point of beginning containing 3.355 acres, more or less.

25 January 1982
LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois, and more particularly described as follows:

Commencing at the point of intersection of the North line of East 95th Street with the North-easterly line of Kreiter Avenue, a distance of 1136.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 30.00 feet along the North line of 95th Street to the point of beginning; thence N. 14°-24'-00" E. 63.00 feet; thence N. 15°-36'-00" W. 77.50 feet; thence N. 29°-19'-35" W. 143.00 feet; thence N. 31°-21'-50" W. 433.32 feet; thence N. 18°-15'-36" W. 92.85 feet; thence N. 02°-05'-51" W. 84.35 feet; thence N. 15°-48'-11" E. 95.12 feet; thence S. 74°-11'-49" E. 130.00 feet; thence N. 71°-04'-31" E. 1178.04 feet; thence N. 57°-23'-11" E. 1080.00 feet; thence N. 23°-49'-17" E. 323.01 feet to a point on a line parallel with and 50.00 feet Southwesterly of the North-easterly face of the bulkhead as built along the United States Harbor Line of Lake Michigan; thence N. 23°-05'-30" W. 1368.18 feet along the said line parallel with and 50.00 feet Southwesterly of the said North-easterly face of the bulkhead; thence N. 56°-54'-30" E. 20.00 feet to a point on a line parallel with and 30.00 feet Southwesterly of the said North-easterly face of the bulkhead; thence S. 23°-05'-30" E. 1436.53 feet along the said line parallel with and 30.00 feet Southwesterly of the North-easterly face of the bulkhead; thence S. 66°-54'-30" W. 20.00 feet; thence S. 23°-56'-26" W. 250.00 feet; thence S. 30°-06'-49" E. 1006.01 feet; thence S. 07°-03'-54" E. 450.09 feet to a point on the North-easterly line of Parcel No. 3; thence S. 78°-45'-42" W. 86.30 feet along the said North-easterly line of Parcel No. 3; thence N. 03°-28'-05" W. 464.34 feet; thence N. 30°-06'-49" W. 901.49 feet to a point of curve; thence Northwesterly on a curve tangent to the last described line and convex to the North, with a radius of 50.00 feet, a distance of 80.72 feet to the point of tangency; thence S. 57°-23'-11" W. 1031.59 feet; thence S. 71°-04'-31" W. 1199.69 feet; thence N. 74°-11'-49" W. 99.12 feet; thence S. 41°-02'-08" W. 29.05 feet; thence S. 02°-22'-25" E. 100.08 feet; thence S. 22°-05'-39" E. 126.74 feet; thence S. 31°-16'-37" E. 213.35 feet; thence S. 32°-11'-43" E. 312.28 feet; thence S. 17°-53'-22" E. 53.04 feet; thence S. 00°-04'-59" E. 97.27 feet to a point on the North line of 95th Street; thence S. 88°-54'-00" W. 50.00 feet along the North line of 95th Street to the point of beginning; containing 6.387 acres, more or less.

22 January 1982
PARCEL NO. 7
CHICAGO CONFINED DISPOSAL FACILITY
RIGHT-OF-WAY FOR TEMPORARY STORAGE
OF SPECIAL EXCAVATION
AREA: 18.984 ACRES

LEGAL DESCRIPTION

A parcel of land situated in the Northwest and the Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line, lying East of Ewing Avenue, Chicago, Cook County, Illinois and more particularly described as follows:

Commencing at the point of intersection of the North line of 95th Street with the Northeasterly line of Kreiter Avenue, a distance of 1386.73 feet East of the West line of said Section 5; thence N. 88°-54'-00" E. 1354.51 feet along the North line of 95th Street and said North line extended; thence N. 01°-06'-00" W. 30.00 feet to the point of beginning; thence N. 10°-49'-39" E. 900.00 feet; thence N. 88°-54'-00" E. 852.81 feet; thence S. 03°-28'-05" E. 464.34 feet; thence S. 10°-49'-39" W. 425.81 feet to a point on a line parallel with and 30.00 feet North of the North line of 95th Street extended; thence S. 88°-54'-00" W. 970.00 feet along said parallel line to the point of beginning; containing 18.984 acres, more or less.

9 February 1982
AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CHICAGO REGIONAL PORT DISTRICT
AND
THE CHICAGO PARK DISTRICT
FOR LOCAL COOPERATION AT
CALUMET HARBOR, ILLINOIS

This Agreement entered into this 13th day of July, 1982 by and between the United States of America (hereinafter called the "Government"), represented by the Contracting Officer executing this Agreement, the Chicago Regional Port District (hereinafter called the "Port District"), and the Chicago Park District (hereinafter called the "Park District"), pursuant to Section 221 of Public Law 91-611, approved 31 December 1970.

WITNESSETH THAT:

WHEREAS, Section 123 of the River and Harbor Act of 1970 (Public Law 91-611, approved 31 December 1970) authorized the construction, operation and maintenance of contained spoil disposal facilities of sufficient capacity to contain the deposits of dredged materials for a period not to exceed 10 years; and

WHEREAS, said Section 123 provides that the Secretary of the Army shall obtain the concurrence of appropriate local governments and shall consider the views and recommendations of the Administrator of the Environmental Protection Agency and shall comply with the requirements of Section 401 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, and of the National Environmental Policy Act of 1969, which requirements have been complied with; and
WHEREAS, a Letter Report dated August 1981, providing for the construction of contained spoil disposal facilities at Calumet Harbor, Chicago, Illinois, under the authority of said Section 123 was approved 23 November 1981; and

WHEREAS, said Section 123 of Public Law 91-611 provides that non-Federal interests must agree in writing to furnish certain items of local cooperation prior to commencement of construction of such facilities including a possible contribution by non-Federal interests of twenty-five per centum (25%) of construction costs; and

WHEREAS, the requirement for contribution by non-Federal interests of 25 per centum of construction costs has been waived pursuant to a finding by the Administrator of the Environmental Protection Agency that for the area to which such construction applies, the State, Municipality and all other appropriate political subdivisions of the State, and industrial concerns are participating in and in compliance with an approved plan for the general geographical area of the dredging activity for construction, modification, expansion, or rehabilitation of waste treatment facilities and the Administrator has found that applicable water quality standards are not being violated; and

WHEREAS, Congress enacted Public Law 91-646, approved 2 January 1971, entitled the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;" and

WHEREAS, Congress enacted Public Law 88-352, the Civil Rights Act of 1964; and

WHEREAS, the Port District and the Park District hereby represent that they have the authority and capability to furnish the non-Federal cooperation required by the Federal legislation authorizing the project and by other applicable law.
NOW, THEREFORE, the parties agree as follows:

1. The Port District agrees that, upon notification that the Government will commence construction of a Contained Spoil Disposal Facility at Calumet Harbor, Illinois, as authorized by Section 123 of Public Law 91-611, approved 31 December 1970, substantially in accordance with the Letter Report dated August 1981, and approved, 23 November 1981, the Port District, in consideration of the Government commencing construction of such project, will, with the exception of the obligations hereinafter assumed by the Park District, fulfill the requirements of non-Federal cooperation specified in such legislation and by other applicable law, to wit:

   a. Furnish all lands, easements, and rights-of-way necessary for construction, operation, and maintenance of the facility;

   b. Hold and save the Government free from damages due to construction, operation, and maintenance of the facility, except for damages due to the fault or negligence of the United States or its contractors;

   c. Maintain the facility after completion of its use for disposal purposes in a manner satisfactory to the Secretary of the Army;

   d. In acquiring lands, easements, and rights-of-way for construction and subsequent maintenance of the project, the Port District will comply with the applicable provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646, approved 2 January 1971 and inform affected persons of pertinent benefits, policies and procedures in connection with said Act.

   e. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 issued pursuant
thereof and published in Part 300 of Title 32, Code of Federal Regulations, in connection with the maintenance and operation of the project and the use of project lands.

2. The Park District agrees that, upon notification that the Government will commence construction of a Contained Spoil Disposal Facility at Calumet Harbor, Illinois, as authorized by Section 123 of Public Law 91-611, approved 31 December 1970, substantially in accordance with the Letter Report dated August 1981, and approved 23 November 1981, the Park District, in consideration of the Government commencing construction of such project, will fulfill the following portions of the said requirements of non-Federal cooperation, to wit:

a. Furnish the following Park District-owned lands for construction, operation, and maintenance of the facility:

"A triangular shaped tract of submerged land bounded on the East by the boundary line between the States of Illinois and Indiana; bounded on the Southwest by the Northeasterly face of the bulkhead as built along the United States Harbor line of Lake Michigan and bounded on the Northeast by the line of the United States Government Project Limits of Calumet Harbor, said tract being adjacent to the Northwest and Southwest fractional quarters of fractional Section 5, Township 37 North, Range 15 East of the Third Principal Meridian, South of the Indian Boundary Line in the City of Chicago, Cook County, Illinois."

b. Maintain the facility after completion of its use for disposal purposes in a manner satisfactory to the Secretary of the Army, to the extent such maintenance is not performed by the Port District because of the failure of the Park District to permit the Port District to enter on the hereinabove described project lands which the Park District owns;

c. In acquiring lands, easements and rights-of-way for construction and subsequent maintenance of the project, the Park District will comply with the applicable provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," Public Law 91-646, approved
2 January 1971, and inform affected persons of pertinent benefits, policies and procedures in connection with said Act.

d. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, in connection with the maintenance and operation of the project and the use of project lands.

3. The Port District and the Park District shall retain title to all lands, easements, and rights-of-way furnished by them pursuant to paragraphs 1 and 2 above to the extent of their respective interests therein, with the exception that the spoil disposal facility contemplated herein may be conveyed to another party only after completion of the facility's use for disposal purposes and after the transferee agrees in writing to use or maintain the facility in a manner which the Secretary of the Army determines to be satisfactory.

4. The spoil disposal facility constructed as proposed herein, will be made available to Federal licensees or permittees upon payment of an appropriate charge for such use. In view of the above recited waiver of the requirement to contribute 25 per centum of the construction cost, neither the Port District nor the Park District shall be entitled to any portion of such charges, all in accordance with subparagraph (g) of Section 123 of Public Law 91-611.

5. The Port District and the Park District hereby grant to the Government, its officers, employees, agents, contractors and assigns, the right to enter upon, at reasonable times and in a reasonable manner, lands which they own or control, for the purpose of inspection, and for the purpose of maintaining the facility, if such inspection shows that the Port District and/or the Park District are for any reason failing to maintain the facility in accordance with the assurances
hereunder and have persisted in such failure after a reasonable notice in
writing by the Government delivered to the Port District and Park District or
their designated representatives. No maintenance by the Government in such
event shall operate to relieve the Port District and/or the Park District of
their responsibility to meet their obligations as set forth in this Agreement
or to preclude the Government from pursuing any other remedy at law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first above written.

THE UNITED STATES OF AMERICA

By

CHRISTOS A. DOVAS, P.E.

ETC., Corps of Engineers

Contracting Officer

Commander and District Engineer

FOR THE SECRETARY OF THE ARMY

CHICAGO REGIONAL PORT DISTRICT

By

ATTEST:

CHICAGO PARK DISTRICT

By

ATTEST:

Frank O. Feinberg
CERTIFICATE OF AUTHORITY

CHICAGO REGIONAL PORT DISTRICT

I, William F. Dart, do hereby certify that I am the Chief Legal Officer for the Chicago Regional Port District, that the Chicago Regional Port District is a legally constituted public body with full authority and legal capability to perform its obligations under the terms of the Agreement between the UNITED STATES OF AMERICA and the CHICAGO REGIONAL PORT DISTRICT and the CHICAGO PARK DISTRICT in connection with contained spoil disposal facility at Calumet Harbor, Illinois, and to pay damages, if necessary, in the event of its failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the contract on behalf of the Chicago Regional Port District has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this Certificate this 18th day of June 1982.

By: William F. Dart

Title: General Counsel
CERTIFICATE OF AUTHORITY

CHICAGO PARK DISTRICT

I, Robert Donovan, do hereby certify that I am the Chief Legal Officer for the Chicago Park District, that the Chicago Park District is a legally constituted public body with full authority and legal capability to perform its obligations under the terms of the Agreement between the UNITED STATES OF AMERICA and the CHICAGO REGIONAL PORT DISTRICT and the CHICAGO PARK DISTRICT in connection with contained spoil disposal facility at Calumet Harbor, Illinois, and to pay damages, if necessary, in the event of its failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the contract on behalf of the Chicago Park District has acted within his statutory authority.

I further state and certify that I make the foregoing certification in the absence of the General Attorney due to illness pursuant to Section 12-6 of Chapter 12, Department of Law, of the Code of the Chicago Park District, that the foregoing certification is an action properly within my duties and is not an action which by law or ordinance is required to be exercised by the General Attorney in person.

IN WITNESS WHEREOF, I have made and executed this Certificate this 25 day of June 1982.

BY: Robert Donovan

TITLE: First Assistant General Attorney