

ORDINANCE

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

WHEREAS, the City, through its Department of Fleet and Facility Management, entered into Lease No. 13047 dated as of July 1, 2018 (the “Lease”), with 4615 Homer, LLC, d/b/a Enterprise Property Group, an Illinois limited liability company (the “Landlord”); and

WHEREAS, the Landlord leased to the City for its Department of Streets and Sanitation’s use approximately 2,268 square feet of office space and approximately 15,618 square feet of garage/warehouse space, for a total of approximately 17,886 square feet of indoor space, approximately 5,000 square feet of adjacent vacant land for a loading dock area, approximately 12,806 square feet of adjacent vacant land for a parking area and approximately 12,500 square feet of adjacent vacant land for a salt station, all located at 4615-19 West Homer Street, Chicago, Illinois (the “Premises”); and

WHEREAS, the term of the Agreement commenced on July 1, 2018, and expired on December 31, 2024 (the “Term”), but the City continued to occupy the Premises under the holdover provision in Section 9.1 of the Lease; and

WHEREAS, the City has performed all obligations under the Agreement during the holdover period, including the payment of holdover rent in the amount of \$11,666.60 per month; and

WHEREAS, the City, through its Department of Fleet and Facility Management (“2FM”), and Landlord wish to extend the Term of the Agreement; *now, therefore*,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The 2FM Commissioner and a designee of the 2FM Commissioner are each hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Agreement in substantially the form attached hereto as Exhibit A (the “First Amendment”), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing such the First Amendment.

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

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

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

Attachment: Exhibit A—First Amendment to Lease No. 13047