

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into this 9th day of January, 2015 (the “Effective Date”) by and between Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, Renard Parish, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darwin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, Andre Allen, and John Marcus (collectively, “Claimants”), on the one hand; and, on the other hand, the City of Chicago (the “City”). The City and Claimants are referred to herein individually as a “Party,” and collectively, the “Parties.”

**RECITALS**

**WHEREAS**, on December 10, 2013, Claimants’ counsel sent the City a draft class action complaint (the “Draft Complaint”) captioned *Bryant, et al. v. City of Chicago, et al.*, naming Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, and Rodger Wrencher as plaintiffs and alleging that the City and unidentified Chicago Police Officers and Streets and Sanitation Workers had seized and destroyed the personal property of homeless individuals residing in the City in violation of the Fourth and Fourteenth Amendments to the United States Constitution and the Illinois Bill of Rights for the Homeless Act, and further alleging that the City had breached the settlement agreement in a prior federal lawsuit, *Love v. City of Chicago*, No. 96 C 0396 (N.D. Ill. 1996);

**WHEREAS**, Claimants’ counsel subsequently identified Renard Parish, Andre Allen, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darwin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, and John Marcus as homeless persons who also allegedly had their property seized and destroyed by City personnel and fall within the putative class identified in the Draft Complaint, and further suggested that additional homeless persons also fall within the

putative class identified in the Draft Complaint;

**WHEREAS**, the City is committed to respecting and protecting the rights of homeless persons and providing various social support and outreach services to homeless persons;

**WHEREAS**, the City disputes the allegations set forth in the Draft Complaint, including that it violated any of the Claimants' or putative class members' rights or caused them injury;

**WHEREAS**, in order to avoid the uncertainty and expense of litigation, and to resolve this dispute expeditiously, the Parties desire to settle this matter and to release one another fully from any and all claims, disputes, and controversies pertaining in any manner to the claims that were raised or that could have been raised in the Draft Complaint;

**WHEREAS**, the Claimants have agreed to completely release and discharge the City and the unidentified Chicago Police Officers and Streets and Sanitation Workers listed in the Draft Complaint upon terms and conditions set forth more fully below;

**WHEREAS**, settlement of this matter is not an admission by the City of liability or wrongdoing and shall not serve as evidence or notice of any wrongdoing by or on the part of the City; and,

**WHEREAS**, the City disputes that the procedures contained in the City Policy and Procedures Governing Off-Street Cleaning ("City Policy") referenced herein are required by the Federal or State constitutions, Federal or State statutes, or any other law;

**WHEREAS**, this Agreement has been negotiated by the respective Parties, through their counsel, and the terms of this Agreement are fully understood and voluntarily accepted by the Claimants and the City.

#### **AGREEMENT**

In consideration of the covenants set forth below and other good and valuable

consideration, the sufficiency of which is hereby acknowledged, the Claimants and the City agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated as if fully set forth in this Agreement.

2. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is made to avoid the uncertainty and expense of litigation and in furtherance of the decision of the Parties to resolve all disputes between them regarding the claims that are brought, or could have been brought, in the Draft Complaint. The Parties agree that neither the existence of this Agreement nor anything herein shall be construed as, or used as evidence of, an admission of any fault, liability, or wrongdoing of any kind whatsoever by any Party or any Party's future, current, or former officers, directors, agents, employees or representatives.

3. **Compensation for Losses Allegedly Sustained by Homeless Residents.** The City agrees to pay a one-time total of \$42,500 to Claimants' counsel, to be distributed by Claimants' counsel to the Claimants and any other putative class members in the discretion of Claimants' counsel.

4. **Implementation of City Policy and Procedures Governing Off-Street Cleaning.** The City agrees to follow the off-street cleaning procedures set forth in the City Policy and Procedures Governing Off-Street Cleaning ("City Policy"), attached hereto as Exhibit A. After a 90-day pilot period, and any resulting changes to the City Policy pursuant to Section I.F.1 of City Policy, the Chicago Police Department will promulgate a departmental directive incorporating the City Policy. The City may further modify the City Policy as set forth in Section I.F.1 of the City Policy.

5. **Intensive Case Management.** The City agrees to provide intensive case

management to the Claimants through the City's Department of Family and Support Services or one of its delegate agencies for a period of one year. Case managers will assist Claimants and other homeless persons, giving priority to Claimants, in accessing social support services such as drug and alcohol treatment, job training, and access to long-term housing. The City will evaluate whether to continue this case manager program beyond one year, taking into account (among other things), the program's utility and available funding, but the City is not obligated to renew, fund, or otherwise continue the program beyond one year; the decision will rest in the City's sole discretion.

6. **Waiver of Library Fees.** The City agrees to waive overdue charges in the amount of \$132.85, and associated fines of \$110.00, owed to the Chicago Public Library by Claimant Octavia Wherry as of December 2, 2014.

7. **Property Kept by Homeless Persons.** The Parties agree that Claimants will keep only "portable personal possessions," as defined in the City Policy, with them in the areas covered by the City Policy. The Parties further agree that the City may dispose of portable personal possessions, or other property, according to the City Policy, or as otherwise permitted by law.

8. **Release by Claimants.** In consideration for the terms and agreements set forth above, Claimants, individually and collectively, and upon advice of their counsel, understand and agree that this Agreement is a final and total settlement of the matter and do hereby completely release and forever discharge the City and each of its agencies, departments, and each of their elected officials, officers, employees, agents, representatives, successors and assigns, whether current, future, or former, including but not limited to the unidentified Chicago Police Officers and Streets and Sanitation Workers listed in the Draft Complaint (collectively, the "City

Released Parties”), from any and all past, present, or future Losses (as defined below) of every kind and nature, whether known or unknown, contingent or matured, determined or determinable, and whether arising pursuant to statute, contract, tort, equity or otherwise, now existing and that arise in whole or in part, or relate in any way, directly or indirectly, to the allegations or claims in the Draft Complaint, including the claims which were asserted in the Draft Complaint or which could have been asserted in the Draft Complaint. Claimants, individually and collectively, acknowledge and expressly waive and assume the risk of any and all Losses that arise in whole or in part, or relate in any way, directly or indirectly, to the allegations or claims in the Draft Complaint and that exist as of the Effective Date but that Claimants, individually and collectively, do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would affect their decision to enter into this Agreement. For purposes of this Agreement, the term “Losses” means claims, counterclaims, suits, demands, actions, causes of action, setoffs, fines, penalties, attachments, judgments, debts, losses, liabilities, damages, costs, expenses, and court or other costs incurred in any proceeding, of any nature whatsoever.

9. **Release Forms.** Each of the Claimants, and any other person to whom Claimants’ counsel distributes part of the monetary amount identified in Paragraph 3, will, individually, sign a release form reflecting their agreement to the terms of Paragraphs 7 and 8. Claimants’ counsel will provide all such forms to the City within 60 days of the date that the payment described in Paragraph 3 is received by Claimants’ counsel.

10. **Representations and Warranties.** Each Party represents and warrants that: (a) it has the sole right and exclusive authority to execute this Agreement and receive the consideration specified in it; (b) it has full power and authority to enter into this Agreement and

has received all approvals necessary to enter into this Agreement; (c) this Agreement is enforceable against it in accordance with its terms; and (d) the person signing this Agreement on its behalf is authorized to represent it in this Agreement.

11. **Compliance with Local, State, and Federal Law.** The City represents that it knows of no local, state, or federal law that prohibits it from complying with this Agreement. However, the City shall not be deemed to have violated this Agreement if its performance of the Agreement is at any time in the future prohibited by local, state or federal law, or deemed prohibited by a court or administrative agency.

12. **Attorneys' Fees and Costs.** The Parties agree that each party shall bear all of its fees, costs and expenses (including attorneys' fees and costs) arising out of or relating in any way to this matter.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois.

14. **Dispute Resolution.** If any Party claims that another Party has failed to comply with any terms of the Agreement, the dispute shall be resolved according to the following process:

(a) Attempted Resolution Between the Parties: The complaining Party shall first give written notice of the dispute to the other Party. The Parties shall then have 30 days following receipt of written notice to attempt to reach a written agreement resolving the dispute. The Chicago Coalition for the Homeless may participate in these efforts to resolve the dispute, either

on behalf of the complaining Party, if that Party is a Claimant, or to assert the interests of homeless residents more generally.

Written notice shall be provided to:

The Law Project of the Chicago Coalition for the Homeless  
70 East Lake Street, Suite 720  
Chicago, Illinois 60601

and

Deputy Corporation Counsel  
Constitutional and Commercial Litigation Division  
City of Chicago Department of Law  
30 N. LaSalle Street, Suite 1230  
Chicago, Illinois 60602  
(on behalf of the City)

(b) Attempted Resolution through Mediation. If the Parties are unable to resolve the dispute after following the procedures set forth in subsection (a) of this Paragraph, the complaining Party may then seek resolution through mediation. The complaining Party shall give written notice of its intent to pursue mediation to the other Party within 14 days of the completion of the process set forth in subsection (a) of this Paragraph. The Parties shall then have 30 days to mutually select a mediator. If the Parties are unable to agree on a mediator, the Parties agree that the mediator shall be from JAMS Dispute Resolution (“JAMS”), and that JAMS may select the mediator in its sole discretion. The Parties will then seek to resolve the dispute according to the schedule and procedures selected by the mediator. The Parties agree that any mediation will take place in Chicago, Illinois. The Parties further agree that, during the mediation, the Chicago Coalition for the Homeless may participate, either on behalf of the complaining Party, if that Party is a Claimant, or to assert the interests of homeless residents more generally.

(c) Resolution in Court: After following the procedures set forth in subsections (a) and (b) of this Paragraph, if the Parties are unable to resolve the dispute to their mutual satisfaction, the complaining Party may file a lawsuit for breach of the Agreement.

15. **Rules of Construction.** The Parties acknowledge that they have consulted with their respective attorneys in connection with this Agreement and that the terms of this Agreement have been interpreted and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted. The Parties agree that neither the terms contained herein nor any ambiguity or uncertainty herein shall be construed against a Party merely because that Party is or was the principal drafter.

16. **Entire Agreement.** This Agreement constitutes the entire, integrated agreement between the Parties with regard to the matters set forth in this Agreement and supersedes any and all prior and contemporaneous agreements, promises, representations, negotiations, and understandings, whether written or oral. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their successors and assigns. This Agreement is entered into solely for the benefit of the Parties and their successors and assigns, and is not intended to create, nor shall it be construed to create, any rights for the benefit of or enforceable by any other person or entity, directly or derivatively, in the name of any party, except that the Parties agree that (a) the City Released Parties, individually and collectively, as defined in Paragraph 8 above, shall constitute named third-party beneficiaries of this Agreement and shall be entitled to assert the rights and protections of this Agreement in their own name and on their own behalf and on behalf of the City, and (b) the Chicago Coalition for the Homeless may participate in efforts to resolve disputes between the parties as described in, and pursuant to, Paragraph 14(a) & (b).



17. **Severability.** If any court determines that any provision of this Agreement, or any part of it, is invalid or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

18. **Term.** This Agreement shall terminate on the date ending 5 years after the Effective Date (“the Termination Date”). The Parties may mutually agree to extend this Agreement beyond the Termination Date. At least 3 months prior to the Termination Date, the City and the Chicago Coalition for the Homeless, on behalf of the Claimants, will meet to discuss whether the Parties wish to extend this Agreement.

19. **Counterparts.** This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CLAIMANTS, Stephen Bryant, Octavia Wherry, Ciera Gibson, Jessica Ovalle, Sean Messer, Renard Parish, Marcus Patton, Ryan Ali, Liz Ball Crudup, Darvin Crudup, Eric Nelson Ortiz, Ivory Parks, Bob McMahon, Stacie McKnight, Andre Allen, and John Marcus:

By: Patricia Nix-Hodes Date: January 9, 2015  
Director, Law Project  
Title: Chicago Coalition for the Homeless

THE CITY OF CHICAGO:  
By: Stephen R. Patton Date: January 9, 2015  
Corporation Counsel

# Exhibit A

## **City Policy and Procedures Governing Off-Street Cleaning**

This policy establishes guidelines and procedures for the removal during off-street cleanings of items improperly stored by homeless persons on certain public property. The goal of this policy is to allow the City to maintain public areas in a clean and sanitary condition, protect the public health and safety, and ensure the accessibility of public areas to all. In implementing this policy, the City seeks to balance the needs and rights of all its citizens who use public property, including the homeless. At the same time, this policy does not establish any individual right to store personal possessions on the public way for any period of time, erect temporary shelters, or otherwise encroach on public property.

### **I. Off-Street Cleaning Procedures for the Lower Wacker Drive Area**

#### **A. General Provisions**

1. The term “Lower Wacker Drive Area” means the area bounded on the north by the Chicago River, the south by Monroe Street, the west by the Chicago River’s south branch, and the east by Lake Michigan. This area includes the streets of Lower Wacker Drive, Lower Michigan Avenue, Lower South Water Street, Lower East Wacker Place, Lower Lake Street, Lower Stetson Street, and Lower Columbus Drive. The Lower Wacker Drive Area, as defined, is entirely within the city limits of Chicago, Illinois.

2. Off-street cleaning in the Lower Wacker Drive Area generally will occur weekly, on Thursday mornings between the hours of 7:00 a.m. and 10:00 a.m., subject to staff availability, weather conditions, emergencies, and any public health requirements. Additional off-street cleanings also may be scheduled by the Department of Streets and Sanitation on an as-

needed basis, subject to staff availability, weather conditions, emergencies, and any public health requirements.

3. The off-street cleanings will be conducted by the Department of Family and Support Services (“DFSS”), the Police Department, and the Department of Streets and Sanitation (collectively, “City”). DFSS personnel will lead the City’s contact with homeless persons during the cleanings, and, during the cleanings, will provide homeless persons with information regarding shelter, housing programs, and supportive services. DFSS personnel will also inform homeless individuals of this policy. Unless the homeless individuals encountered during the cleanings are trespassing or obstructing the public way, the City will not force them to move from their location.

4. Homeless persons may keep only “portable personal possessions” with them in the Lower Wacker Drive Area. “Portable personal possessions” means that each homeless person may have only the following items with him or her in the Lower Wacker Drive Area or in the other areas covered by these procedures: a sleeping bag or bedroll, not more than two coats, not more than two pairs of shoes or boots, not more than five blankets, and not more than three bags or suitcases, and such contents as may be contained in said bags or suitcases. From October through April, homeless persons also may have up to five additional blankets and one additional sleeping bag or bedroll with them in the Lower Wacker Driver Area. “Portable personal possessions” do not include, among other items, non-air mattresses, box springs, potted plants, crates, large appliance boxes, carts, gurneys, wagons, or furniture, including, but not limited to, chairs, tables, couches, and bed frames.

5. In carrying out this policy, the City will follow all applicable local, state, and federal law.

**B. Notice**

1. At least twenty-four (24) hours in advance of an off-street cleaning in the Lower Wacker Drive Area, the City will post English-language signs in visible and conspicuous locations where the City is aware that homeless persons congregate. These signs shall be of the same size as the City uses in its street-cleaning activities elsewhere in the City. A copy of the text of the sign to be used is attached.

2. At the time the signs are posted, the City, through DFSS personnel, will attempt to give oral notice to homeless persons in the Lower Wacker Drive Area of the next day's scheduled cleaning and the portable personal possession provision set forth in Paragraph 1.A.4. DFSS personnel will also attempt to give such notice on the morning of the cleaning.

3. If an off-street cleaning cannot be conducted on Thursday morning between the hours of 7:00 a.m. and 10:00 a.m. and is rescheduled for a different day and/or time, the City will provide the notice of the new day and/or time in the manner required by Section 1.B.1 & 1.B.2, and will also provide such notice seven (7) days in advance if feasible.

**C. Regular Weekly Cleaning Procedures**

1. During the weekly off-street cleanings, the City will not discard, or otherwise remove, any portable personal possessions if such possessions are attended by their owner or by another person on behalf of the owner.

2. The following provisions shall apply to: (a) items falling outside the definition of portable personal possessions, either because they exceed the limits in Paragraph I.A.4, or because they are items that are not of the type listed as a portable personal possession; and (b) items falling within the definition of portable personal possessions and the limits of Paragraph I.A.4, but which are unattended during the weekly off-street cleanings (with the exception of those objects designated in Paragraph I.C.4)). All such items are subject to being discarded by the City. Any such items that the City determines, during an off-street cleaning, to discard will, prior to being discarded, be marked with a notice. In the case of an item falling outside the definition of portable personal possessions, the notice will indicate that the item is stored on the public way and will be discarded unless it is removed from the Lower Wacker Drive Area before the next week's cleaning. In the case of an item falling within the definition of portable personal possessions but which is unattended, the notice will indicate that the item was found unattended and will be discarded if it is not removed from the Lower Wacker Drive Area or claimed before the next week's cleaning and, if claimed, attended during the next week's cleaning. These notices will be in the form of a sticker affixed to the item, and will contain the following information: (1) the date the item was encountered by the City; (2) the date by which the item will be discarded by the City if it is not removed from the Lower Wacker Drive Area by the owner, or, in the case of an unattended item falling within the definition of portable personal possessions, if the item is not claimed and attended; and (3) the contact information for DFSS should the owner have questions about the notice or this policy. The City will also provide oral notice of the portable personal possession requirements of this Paragraph and Paragraph I.A.4 to

any homeless individuals who are present at the time their items are marked with the stickers. As an alternative to the procedures described in this Paragraph, the City may instead determine that the item should be delivered to the Police Department for retention pursuant to the procedures set forth in Chicago Police Department General Order G07-01 and Special Order S07-01, and the orders referenced therein, or as otherwise allowed by law.

3. During an off-street cleaning, the following items may be discarded: (1) any items previously marked in accordance with Paragraph I.C.2 that have not been removed or claimed within the required timeframe or, if applicable, attended during the cleaning; (2) any material (including portable personal possessions) located in trash receptacles; (3) trash or debris of no apparent value, such as food and beverage containers, food remains, plastic and paper bags, cardboard boxes, and paper refuse; (4) items that constitute a potential threat to public health; and (5) items that are “oversized” (defined as any item that exceeds 3 feet in any two of the three dimensions, but excluding suitcases or other items defined as portable personal possessions) and that are obstructing the public way. If there is reasonable doubt about whether an unattended item is trash or debris of no apparent value, the item should be treated in accordance with Paragraph I.C.2.

4. Notwithstanding the above, the City will not discard the following items, if readily visible, during the weekly off-street cleanings: personal documents (such as personal identification, birth certificates, legal documents, personal or family photographs, and bills), personal medication, eyeglasses, money, and jewelry.



**D. “Deep Cleaning” Procedures**

1. On a periodic basis, the City may engage in “deep cleanings” of the off-street areas of Lower Wacker Drive, subject to staff availability, weather conditions, emergencies, and any public health requirements. Deep cleanings will be conducted on Thursday mornings between the hours of 7:00 a.m. and 10:00 a.m.

2. Because deep cleanings will generally involve the use of a power-washer, the portable personal possessions of homeless individuals must be moved to facilitate cleaning. At least seven (7) days prior to a deep cleaning, the City will identify temporary nearby locations in the Lower Wacker Drive Area where homeless persons who congregate in the Lower Wacker Drive Area may place portable personal possessions during the cleaning. The City will not designate any permanent locations for placement of portable personal possessions in the Lower Wacker Drive Area.

3. Not less than one-half hour prior to commencement of a deep cleaning, homeless persons in the Lower Wacker Drive Area must place portable personal possessions in the temporary locations designated pursuant to Paragraph I.D.2. In the alternative, not less than one-half hour prior to commencement of a deep cleaning, homeless persons must move all portable personal possessions not less than 50 feet from areas designated for cleaning. Items that are not placed in a temporary location or moved not less than 50 feet from areas designated for cleaning, and which impede or interfere with the cleaning, are subject to being discarded during the cleaning. In the alternative, the City may, if it elects, move such items to a temporary location designated pursuant to Paragraph I.D.2 and place a sticker on the item in accordance with

Paragraph I.C.2. Such items must be removed from the temporary location within 48 hours.

Items that are not so removed may be discarded by the City at that time.

4. For deep cleanings, the City will follow the notice procedures set forth in Paragraph I.B, with the exception that signs will be posted seven (7) days in advance of the cleaning in addition to 24 hours in advance of the cleaning, and the posted signs will state that a deep cleaning will occur and that all items must be moved to a temporary location designated by the City or at least 50 feet from the areas designated for cleaning. Additionally, at the same time that the City posts the signs, the City will attempt to give oral notice to homeless persons of the temporary location(s) identified by the City pursuant to Paragraph I.D.2.

**E. Emergency Removal**

1. The City will follow the procedures set forth above for weekly off-street cleanings and periodic deep cleanings, except as set forth in this Paragraph. The City need not follow the procedures set forth above in cases of “emergency removals,” which are cleanings, or the other removal or discarding of specific property, based on a reasonable belief or suspicion that an item or condition poses an immediate or imminent threat or hazard to the public safety or health, including an obstruction to traffic, or that exigent circumstances exist. The following examples of such situations are intended to be illustrative only and not to be an exhaustive list: an item is suspected to contain an explosive device or toxic substance; an item is blocking evidence of a crime; an item is preventing access to an emergency; the area is being flooded; the area’s infrastructure has become unsafe; the area must be secured for a special event where it is not feasible to provide advance notice; the area must be secured for emergency preparedness or

response. The City will in its discretion determine whether there is a reasonable belief or suspicion that circumstances present an immediate or imminent threat or hazard to the public safety or health or an obstruction to traffic or that exigent circumstances exist, as well as the manner in which the immediate or imminent threat, hazard, or obstruction will be abated or remediated. Prior to such emergency removal by abatement or remediation, the City will afford each homeless person who is present the opportunity to immediately remove his or her portable personal possessions, or those of others, to the extent that such removal is feasible and does not itself constitute or cause, or contribute to a persistence of, an immediate or imminent threat or hazard to the public safety or health or an obstruction of traffic or exigent circumstance. Any items that are not immediately removed by homeless persons may be discarded by the City if the City deems discarding the items to be necessary to abate or remediate the immediate or imminent threat or hazard to the public safety or health or the obstruction of traffic or exigent circumstance. If removal of the items by homeless persons would cause, constitute, contribute to, or allow to persist an immediate or imminent threat or hazard to the public safety or health or an obstruction of traffic or exigent circumstance, the items may be discarded by the City if the City deems this action necessary to abate or remediate the threat or hazard to the public safety or health or the obstruction of traffic. In exercising its discretion to determine and direct whether, how, when, and by whom an immediate or imminent threat or hazard or obstruction of traffic or exigent circumstance will be abated or remediated, the City will follow applicable local, state, and federal law.

**F. Miscellaneous.**

1. The City reserves the right to modify this policy at any time. Prior to amending the policy, the City will provide written notice of the proposed modifications to the Chicago Coalition for the Homeless and the Chicago Lawyers' Committee for Civil Rights Under Law at least thirty (30) days in advance. Within fourteen (14) days after providing such notice, the City will, upon request, consult with the Chicago Coalition for the Homeless and the Chicago Lawyers' Committee for Civil Rights Under Law regarding the proposed modifications. The City will also endeavor to give thirty (30) days' notice (both oral and written) of any modifications to homeless persons congregating in the Lower Wacker Drive Area or any other area covered by this Policy.

2. Nothing in this policy prevents the Police Department from confiscating, retaining, and disposing of property according to the procedures set forth in Chicago Police Department General Order G07-01 and Special Order S07-01, and the orders referenced therein, or as otherwise allowed by law.

3. Nothing in this policy prevents the City from enforcing all applicable laws in instances of non-compliance by homeless persons with the procedures stated above.

**II. Off-street Cleaning Procedures for Other Areas**

1. From time to time, the City may identify other areas where homeless persons congregate that require periodic off-street or deep cleanings. Presently, these include the Wilson Avenue Viaduct Area. The "Wilson Avenue Viaduct Area" means the portion of Wilson Avenue bounded by Marine Drive to the West, and by the northbound entrance and exit ramps to Lake

Shore Drive to the East, and includes the sidewalks along Wilson Avenue and the areas immediately adjacent to Wilson Avenue. The City may amend this list at any time.

2. For cleanings in these areas, the City will follow the procedures set forth in Paragraphs I.A.2-1.E. of this policy.

3. The Chicago Coalition for the Homeless may notify the City of other areas where the Coalition believes the procedures set forth in Paragraphs I.A.2-1.E. of this policy should be applied. Within 30 days, the City will inform the Coalition whether those procedures will be applied in the proposed areas and, if they will not be applied, provide an explanation for not doing so.

# OFF-STREET CLEANING NOTICE

THIS SIDE OF STREET  
TOMORROW

7 A.M. to 10 A.M.

City of Chicago Department of Streets and Sanitation

This cleaning is being conducted pursuant to the City of Chicago's Policy and Procedures Governing Off-Street Cleaning.

For additional information, please contact the City of Chicago Department of Family and Support Services at [NUMBER]