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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a municipal corporation)
)
Plaintiff,)
vs.)
)
CHARLES J. RENZINO, FIRST NATIONAL)
BANK OF ILLINOIS TRUST # 4848, CHICAGO)
TITLE & TRUST TD#97497521, OLYMPIA)
DEMATRAKOPOULOS, d/b/a PGD & ASSOC)
Defendants.)

No. 98 M1 404371
Re: 2501-11 W. 61st Street/
6100-04 S. Campbell

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CONSENT DECREE

The Plaintiff, City of Chicago ("City"), a municipal corporation, by Mara S. Georges, Corporation Counsel, and her assistant, and Defendant Charles J. Renzino, acting by his attorney, Craig Cooper, hereby agree and stipulate to the Court's in personam jurisdiction over the parties and to the Court's in rem jurisdiction over the subject property commonly known as 2501-11 W. 61st Street/6100-04 S. Campbell, Chicago, Illinois and identified by Permanent Index Number (PIN) 19-13-421-021. The property's legal description is:

LOTS 1 & 2 IN BLOCK 3 IN COBE & MCKINNON'S 63RD STREET, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

THIS MATTER coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and the defendant desiring to resolve this case without a trial, **THE PARTIES HEREBY STATE THE FOLLOWING:**

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1. Charles J. Renzino is the beneficial owner of the subject building (as beneficiary of First National Bank of Illinois Tr# 4848) having full control over the subject building, and is legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.
2. Charles J. Renzino understands that the City's complaint charges the defendants with violations of the Municipal Code of Chicago ("MCC") and Illinois law.
3. Charles J. Renzino understands that it has the right to a trial on the City's charges, but wishes to waive that right. Charles J. Renzino admits that the three story 19 unit brick structure located on the subject property are dangerous and unsafe, and that certain violations as set forth in the City's complaint exist, and that substantial reconstruction to the building's electrical, plumbing, and heating systems, roof, floors, partitions, plaster, lathes, sashes, glazing, and doors is required.

These conditions violate Sections 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-180-010 and following, 13-196-340 through -730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, 11-8-010 and following of the MCC.

4. Charles J. Renzino understands that upon signing this consent decree there will not be a trial of any kind on the building code violations described in paragraph 3 of this consent decree, and that by signing this consent decree he waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
5. Charles J. Renzino understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on April 16, 1998, and other occasions including February 18, 2000, and found the violations described in paragraph 3 to exist.
6. Charles J. Renzino desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree according to the following compliance schedule.

COMPLIANCE SCHEDULE

7. Charles J. Renzino and all employees, agents and other persons working on his behalf shall timely apply for and obtain all the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required.
8. Charles J. Renzino shall perform, or have done, all necessary repair, renovation and construction by licensed contractors and the work shall meet or exceed the requirements of the MCC. Charles J. Renzino agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. **Charles J. Renzino further agrees to allow the City's inspectors to conduct all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of the interim and completion dates set forth in paragraph 9 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the MCC.**

9. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, Charles J. Renzino states that reconstruction of the subject building shall begin no later than February 25, 2000, and shall be completed no later than May 31, 2001. The reconstruction of the subject building shall occur generally according to the following schedule:
- a. Charles J. Renzino shall complete application for all necessary permits for rehabilitation by no later than March 3, 2000, and shall transmit via fax or personal delivery, a copy of said permits within 3 business days of issuance to the attorney for the City at the below stated address/fax number.
 - b. Charles J. Renzino shall begin removal interior of interior debris by no later than February 25, 2000.
 - c. Charles J. Renzino shall begin installation of emergency electrical service within 14 days of the issuance of electrical permits.
 - d. Charles J. Renzino shall begin renovation of the rear porch systems by March 31, 2000, and shall be completed no later than April 30, 2000.
 - e. Charles J. Renzino shall begin installation of rubber roof and any other roof repairs as well as any necessary tuckpointing to the exterior by May 1, 2000, to be completed no later than May 15, 2000.
 - f. Charles J. Renzino shall begin installation of windows and doors off of new rear porches by May 15, 2000, to be completed no later than June 30, 2000.
 - g. Charles J. Renzino shall begin installation of framing and all interior mechanicals by June 30, 2000, to be completed no less than six apartments at a time, at 90 days per six apartments with completion of framing and mechanicals in all units no later than March 30, 2001. Further Charles J. Renzino shall complete repairs in no less than six of the nineteen apartments so that they may be occupied pursuant to a duly applied for certificate of partial occupancy by no later than September 30, 2000.
 - h. Not later than May 31, 2001, Charles J. Renzino shall complete all finishing work and the subject building shall be in substantial compliance with the MCC.

DEFENDANT'S OTHER OBLIGATIONS

- 10. Charles J. Renzino shall pay, in addition to his own costs, all outstanding litigation costs incurred by the City to date in this action in the amount of \$369.00, payable to the City of Chicago, on or before March 22, 2000.
- 11. Charles J. Renzino agrees to maintain insurance sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$50,000 combined single limit. Charles J. Renzino further agrees that Coleman, or its successor or assigns, will transmit or cause to be transmitted to the City a

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certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to the City on or before March 22, 2000. Further, Charles J. Renzino shall transmit to the City a copy of his loan commitment letter or other evidence of the \$50,000 borrowed from Manufacturers Bank to finance the rehabilitation of the subject property via Fax or personal delivery within 30 days of the entry of this order.

12. Charles J. Renzino or its assigns agree and stipulate that the subject building shall be monitored daily by a watchman who lives next door, Euricle Menendez at (773) 925-1668, and shall be so monitored and kept secured until the completion date of this consent decree.
13. Charles J. Renzino agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at Charles J. Renzino's own expense. If, during the pendency of this consent decree, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, Charles J. Renzino shall, at its own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:

Charles J. Renzino
P.O. Box 341
Dolton, IL 60419
FAX (708) 474-3915

Craig Cooper
29 S. La Salle Street
Chicago, IL 60603
FAX (312) 332-2790

Charles J. Renzino agrees that it shall not deny notice of any dangerous or unsafe conditions when the parties listed above have been contacted.

14. Charles J. Renzino agrees to notify the City if, at any time before the subject building is determined to be in substantial compliance with the MCC, there is any change or modification in the ownership of the subject building, or if Charles J. Renzino ceases to have full control over the subject building for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject building, the introduction of new investors in the building, receipt of a notice of sale of delinquent real estate taxes, or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting Charles J. Renzino's ownership or ability to comply with this consent decree (including but not limited to assignments, bankruptcies, and liens on the property.) Notice shall be given by facsimile transmission and U.S. Mail directed to:

Scott Sachnoff
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/ 744-6979
Facsimile: 312/ 744-1054.

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REMEDIES AND PENALTIES

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15. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, Charles J. Renzino shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within five (5) working days of the act causing the delay. Failure to apply for an extension within the 5 working days shall constitute a waiver of this right to extend the time schedule and shall subject Charles J. Renzino to the penalties set forth in paragraph 16 of this consent decree.
16. If Charles J. Renzino fails to correct each of the violations of the MCC set forth in paragraph 3 of this consent decree according to the schedule set forth in paragraph 9, the penalty for violation of this consent decree will be:
- A. A fine of \$200.00/per day of violation commencing on the first day after the completion date stated in paragraph 9 of this consent decree, OR a fine of \$10,000.00, whichever is **HIGHER**; AND/OR
 - B. Upon motion of the City, a hearing as to why Charles J. Renzino should not be held in contempt of court and punished accordingly for violation of this consent decree; AND/OR
 - C. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including but not limited to an order of demolition of the subject building.

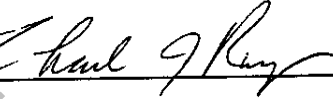
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DISMISSAL

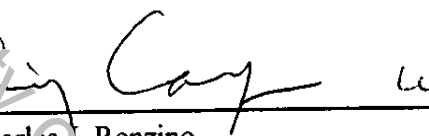
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17. This case is dismissed subject to compliance with the terms of this consent decree. Each party waives its right to an appeal in this matter. This Court retains jurisdiction of this case to enforce the terms of this consent decree.
18. Either party may record this order with the office of the Recorder of Deeds of Cook County.
19. Upon the Court's finding of substantial compliance with this decree, the City shall issue the appropriate release.

FOR THE DEFENDANT Charles J. Renzino

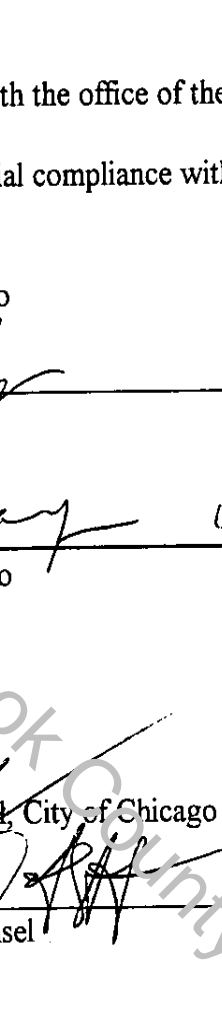


Charles J. Renzino
P.O. Box 341
Dolton, IL 60419



Craig Cooper attorney for Charles J. Renzino
29 S. La Salle Street
Chicago, IL (312) 621-0191

FOR THE CITY OF CHICAGO
MARA S. GEORGES, Corporation Counsel, City of Chicago (#90909)


By: _____
Scott Sachnoff, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-6979

Dated: February 22, 2000

ENTERED:

Date



Judge

JUDGE WILLIAM G. PILEGGI

FEB 23 2000

Circuit Court - 1764