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

CITY OF CHICAGO, a Municipal Corporation,)	
)	
Plaintiff,)	No. 01 M1 404456
v.)	
)	
MATTHEW A. O'MALLEY, et al.,)	Re: 1416-18 S. Michigan Avenue
)	
Defendants.)	

CONSENT DECREE

Plaintiff, City of Chicago, a municipal corporation ("City"), by Maria S. Georges, Corporation Counsel, and defendants, Matthew A. O'Malley, John D. Hartigan, and John P. Wrenn, Jr. (hereinafter "Defendants"), through their attorney, Cheryl Kettler, agree and stipulate to the Court's *in personam* jurisdiction over the parties and to the Court's *in rem* jurisdiction over the property commonly known as 1416-18 S. Michigan Avenue, Chicago, Illinois, and identified by Permanent Index Number (PIN) 17-22-107-027 (hereinafter "subject property"). The subject property's legal description is:

LOT 21 IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 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, and Defendants Matthew A. O'Malley, John D. Hartigan, and John P. Wrenn, Jr., desiring to resolve this case without a trial, the parties to this consent decree state the following:

1. Located on the subject property is a two-story brick commercial structure.

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2. Defendants Matthew A. O'Malley, John D. Hartigan and John P. Wrenn, Jr., all represented by Cheryl Kettler, are the owners of the subject property, have full control over the subject property, and are legally authorized to enter into this Consent Decree without the participation of any other defendant to this lawsuit.
3. Defendants understand that the City's complaint charges the defendants with violations of the Municipal Code of Chicago, Illinois, as amended (hereinafter "the Municipal Code") and Illinois law.
4. Defendants admit that the building on the subject property is dangerous and unsafe and requires substantial rehabilitation, and that the following violations of the Municipal Code exist or existed at the subject property:
 - a. The vital systems are inoperable.
 - b. The interior has been water-damaged.
 - c. The window glazing is broken or missing.

These conditions violate various sections of the Building Code of the City of Chicago as defined in the Municipal Code of Chicago §1-4-090 (2001).

5. Defendants understand that upon signing this Consent Decree there will not be a trial of any kind on the violations described in paragraph four of this Consent Decree, and that by signing this Consent Decree Defendants waive the right to a bench or jury trial and waive the right to be confronted with witnesses.
6. Defendants agree that there is a factual basis for this Consent Decree in that a City of Chicago building inspector conducted an interior inspection of the building(s) on the subject property on July 23, 2001, and on other occasions including August 27, 2002, and found the violations described in paragraph four to exist.
7. Defendants agree to correct the violations described in paragraph four of this Consent Decree according to the compliance schedule described in paragraph ten of this Consent Decree.

COMPLIANCE SCHEDULE

8. Defendants agree that in correcting the violations described in paragraph four of this Consent Decree:
 - a. Defendants and all employees, agents and other persons working on Defendant's behalf will timely apply for and obtain all of the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required by law;
 - b. Defendants are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request;

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- c. All necessary repair, renovation and construction will be done by licensed contractors; and
 - d. All work at the subject property will meet or exceed the requirements of the Municipal Code.
9. Defendants agree that the determination of the extent of compliance with the Municipal Code will be made solely by the City of Chicago Department of Buildings. Defendants agree to allow the City's building inspectors access to the subject property to conduct all inspections (both exterior and interior) necessary to determine compliance with the Municipal Code.
10. Defendants agree to correct the violations of the Municipal Code set forth in paragraph four of this Consent Decree and to bring the building(s) on the subject property into full compliance with the Municipal Code no later than **December 31, 2002**. Defendants agree to begin rehabilitation of the subject property no later than August 1, 2002, and to complete rehabilitation according to the following schedule:
- a. **September 15, 2002:** Complete interior demolition work, concrete work. Begin masonry work, carpentry and plumbing.
November 1, 2002: Begin installing glazing, repairing plaster, installing HVAC.
December 31, 2002: Complete plumbing, electrical and HVAC work. Complete rehabilitation of the subject property.
 - b. No later than December 31, 2002, Defendants will complete all finishing and clean-up work and will have the subject property in full compliance with the Municipal Code.
 - c. Defendants agree to contact the assigned building inspector at 312/744-7878 (Monday-Friday, between the hours of 8:00 a.m. and 9:00 a.m.), to schedule a full inspection (both exterior and interior) of the subject property, to take place on or before the following dates: October 1, 2002, November 15, 2002, and December 31, 2002 (final inspection.).

DEFENDANT'S OTHER OBLIGATIONS

11. Defendants agrees to pay, in addition to Defendant's own costs, all litigation costs incurred by the City to date in this action, in the amount of \$364.00, no later than September 15, 2002, payable to the City of Chicago, delivered or mailed to 30 N. LaSalle Street, Suite 700, Chicago, Illinois, 60602, to the attention of Ann Dudley.
12. Defendants agree to provide the City with a surety bond or irrevocable letter of credit, or proof of escrow, in form and content satisfactory to the City, in the amount of \$32,000.00, which, in the event Defendants default on this Consent Decree, may be applied by the City to demolition costs or the costs of other appropriate actions with respect to the subject property.

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13. Defendants agree to maintain liability insurance sufficient to insure the City from and against any and all claims, demands and actions arising from the subject property, for personal injury, death or property damage, in an amount not less than \$1,000,000.00. Defendants further agree to furnish to the City a certificate of insurance evidencing the insurance required by this paragraph, issued by a company reasonably satisfactory to the City, and in form and content reasonably satisfactory to the City.
14. Defendants agree to register the subject property as a vacant building with the Department of Buildings as required by the City of Chicago Vacant Building Ordinance, Municipal Code of Chicago §13-12-125 (2001), and agree to provide proof of this registration to the City by facsimile within seven (7) days of the entry of this Consent Decree. Defendants further agree to comply with all requirements of the City of Chicago Vacant Building Ordinance and the Watchman Ordinance, Municipal Code of Chicago §13-12-140 (2001), until such time as there is no longer a vacant building on the subject property, as defined by the Municipal Code.
15. Defendants agree to monitor the subject property daily and to keep the building(s) on the subject property secure in compliance with Department of Buildings Rules and Regulations until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code.
16. Defendants agree to maintain the subject property in a sanitary and reasonably debris-free condition until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code. If, before such time as the subject property is determined to be in substantial compliance with the Municipal Code, a City building inspector finds any imminently dangerous or hazardous condition at the subject property, Defendant will correct that condition within forty-eight (48) hours after receiving notice from the City of such condition(s) by facsimile transmission or U.S. Mail to the following person(s):

Cheryl A. Kettler
Attorney for Matthew A. O'Malley, John D. Hartigan, and John P. Wrenn, Jr.
1632 S. Indiana Avenue, Suite 401
Chicago, Illinois 60616
Phone: 312/347-0238 Facsimile: 312/347-0239

Defendants agree that Defendants will not deny notice of any imminently dangerous and hazardous condition when the City has sent, either by facsimile transmission or U.S. Mail to the person(s) listed above, notice of the imminently dangerous and hazardous condition(s). Defendants further agree to notify the City of any change in the designation of any person(s) to be contacted under the provisions of this paragraph. Notice shall be given by facsimile transmission and U.S. Mail directed to the person designated in paragraph 17 of this Consent Decree.

17. Defendants agree to file a motion with this Court with notice to the City if, at any time before the Department of Buildings determines that the building on the subject property is in substantial compliance with the Municipal Code, there is any change or modification in the ownership of the subject property, or if Defendants cease to have full control over the subject property for any reason whatsoever (including, but not limited to, the granting of a mortgage or other security interest in the subject property, the introduction of new investors in the property, receipt of a notice of sale of delinquent real estate taxes, or the placement of the subject property in a land trust), or if any legal proceedings are instituted affecting Defendant's ownership or ability to comply with this Consent Decree (including, but not limited to, assignments, bankruptcies, and liens on the property), for the purpose of determining the continuing applicability of this Consent Decree. Notice of motion shall be given by facsimile transmission and U.S. Mail directed to:

Anr Dudley
Assistant Corporation Counsel
City of Chicago Department of Law
30 North LaSalle Street, Suite 700
Chicago, Illinois 60602
Facsimile: 312/744-1054.

REMEDIES AND PENALTIES

18. Should an unforeseeable act, force or occurrence prevent or delay the completion of any part of the work by the dates scheduled in paragraph ten of this Consent Decree, Defendants may petition the Court for an extension of time, with notice to the City. The petition for an extension of time must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the ten working days will constitute a waiver of this right to petition to extend the time schedule and will subject Defendants to the penalties set forth in paragraph nineteen of this Consent Decree.
19. If Defendants fail to correct each of the violations of the Municipal Code set forth in paragraph four of this Consent Decree according to the schedule set forth in paragraph ten, or fail to comply with any other requirement of this Consent Decree, the penalty will be:
- A. A fine of \$200 per day of violation commencing on the first day after any interim or final completion date stated in paragraph ten of this Consent Decree, OR a fine of \$10,000, whichever is higher; AND/OR
 - B. A fine of \$200 per day for each day of violation of any requirement of this Consent Decree other than those listed in paragraph ten; AND/OR
 - C. Upon petition by the City, a hearing as to why Defendants should not be held in contempt of court for violation of this Consent Decree; AND/OR

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- D. 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 building(s) on the subject property.
- 20. The entry of this Consent Decree vacates the Agreed Order of Demolition entered April 18, 2002, however, if Defendants fail to provide the City proof of approved financing by October 15, 2002, the Parties agree the City will be authorized to immediately demolish the subject property without further notice.
- 21. This case is dismissed subject to compliance with the terms of this Consent Decree. Defendants waive the right to an appeal in this matter. This Court retains jurisdiction of this case to enforce, modify or vacate the terms of this Consent Decree.

Cheryl A. Kettler

8/28/02

Signature of Defendants' Attorney

Date

Cheryl A. Kettler

Attorney for Matthew A. O'Malley, John D. Hartigan, and John P. Wrenn, Jr.

1632 S. Indiana Avenue, Suite 401 Chicago, Illinois 60616

Phone: 312/347-0238

Facsimile: 312/347-0239

FOR THE CITY OF CHICAGO:

MARA S. GEORGES

Corporation Counsel

By: *Ann Dudley* _____

8/28/02 _____

Signature of Assistant Corporation Counsel

Date

Ann Dudley

Assistant Corporation Counsel

30 North LaSalle Street, Suite 700

Chicago, Illinois 60602

312/744-8791

Attorney #90909

JUDGE SEBASTIAN T. PATTI

AUG 28 2002

Circuit Court - 1663

ENTERED:

Judge

Date