

UNOFFICIAL COPY

Box space reserved for Recorder's Office only.

09092995

9158/0153 27 001 Page 1 of 6
1999-11-19 13:13:28
Cook County Recorder 31.00



#90909

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

JAMES KYLES, JR.,)

Plaintiff,)

vs.)

CITY OF CHICAGO, a municipal corporation,)

Defendant,)

CITY OF CHICAGO, a municipal corporation,)

Counterplaintiff,)

vs.)

JAMES KYLE, JR., et al.,)

Counterdefendants.)

No. 99 M1 450220

Re: 5725 S. LaSalle St.

RECEIVED
DEPT. OF BUILDINGS
99 NOV - 8 PM 3:44

CONSENT DECREE

The Counterplaintiff, City of Chicago ("City"), a municipal corporation, by Mara S. Georges, Corporation Counsel, and her assistant, and Counterdefendant James Kyles, Jr., 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 5725 S. LaSalle St., Chicago, Illinois and identified by Permanent Index Number (PIN) 20-16-213-010-0000. The property's legal description is:

LOT 4 IN BLOCK 1 IN THE SUBDIVISION OF THE PART OF LOT 5 LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

140

UNOFFICIAL COPY

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:**

1. James Kyles, Jr. is the sole beneficiary of a land trust that owns the subject property, and is legally authorized to enter into this consent decree without the participation of any other counterdefendant to this lawsuit.
2. James Kyles, Jr. understands that the City's complaint charges the defendants with violations of the Municipal Code of Chicago ("MCC") and Illinois law.
3. James Kyles, Jr. understands that he has the right to a trial on the City's charges, but wishes to waive that right. James Kyles, Jr. admits that the two-story frame building located on the subject property is 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, studs, lathes, and rear porch.

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. James Kyles, Jr. 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. James Kyles, Jr. understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on May 19, 1998 and other occasions including November 4, 1999 and found the violations described in paragraph 3 to exist.
6. James Kyles, Jr. 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. James Kyles, Jr. 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. James Kyles, Jr. 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. James Kyles, Jr. agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. **James Kyles, Jr. 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**

UNOFFICIAL COPY

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, James Kyles, Jr. states that reconstruction of the subject building shall begin no later than December 1, 1999 and shall be completed no later than March 31, 2000. The reconstruction of the subject building shall occur generally according to the following schedule:
 - a. James Kyles, Jr. shall begin repair of roof by December 1, 1999, to be completed no later than December 31, 1999;
 - b. James Kyles, Jr. shall begin repair of rear enclosed porch by December 1, 1999, to be completed no later than December 31, 1999;
 - c. James Kyles, Jr. shall begin repair of front porch by December 1, 1999, to be completed no later than December 31, 1999;
 - d. James Kyles, Jr. shall begin repair of window frames and installation of window glazing by January 1, 2000, to be completed no later than January 30, 2000;
 - e. James Kyles, Jr. shall begin installation of new flooring by February 1, 2000, to be completed no later than February 28, 2000;
 - f. James Kyles, Jr. shall begin repair and replacement of interior walls by February 1, 2000, to be completed no later than February 28, 2000;
 - g. James Kyles, Jr. shall begin repair and installation of electrical system by March 1, 2000, to be completed no later than March 31, 2000;
 - h. James Kyles, Jr. shall begin repair of heating system by March 1, 2000, to be completed no later than March 31, 2000;
 - i. James Kyles, Jr. shall begin repair of plumbing system by March 1, 2000, to be completed no later than March 31, 2000;
 - j. James Kyles, Jr. shall begin exterior siding by March 1, 2000, to be completed no later than March 31, 2000.
 - k. Not later than March 31, 2000, the building shall be in substantial compliance with the MCC.

09092995

UNOFFICIAL COPY

JAMES KYLES, JR.'S OTHER OBLIGATIONS

10. James Kyles, Jr. 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 \$ 573.00, payable to the City of Chicago, on or before January 1, 2000.
11. James Kyles, Jr. 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 \$ 200,000, combined single limit. James Kyles, Jr. further agrees that Kyles, or his successor or assigns, will transmit or cause to be transmitted to the City a 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.
12. James Kyles, Jr. or its assigns agree and stipulate that the subject building shall be monitored daily and shall be secured until the termination date of this consent decree.
13. James Kyles, Jr. agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at James Kyles, Jr.'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, James Kyles, Jr. shall, at his 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:

James Kyles, Jr.
9010 S. Parnell
Chicago, IL 60620
773/297-3602

Ivan Vasic
10020 S. Western Ave.
Chicago, IL 60643
773/233-3080

James Kyles, Jr. agrees that it shall not deny notice of any dangerous or unsafe conditions when the person listed above has been contacted.

14. James Kyles, Jr. 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 James Kyles, Jr. 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 James Kyles, Jr.'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:

09092995

UNOFFICIAL COPY

Kerry Rymarczuk
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/ 742-1935
Facsimile: 312/ 744-1054.

REMEDIES AND PENALTIES

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, James Kyles, Jr. 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 James Kyles, Jr. to the penalties set forth in paragraph 16 of this consent decree.
16. If James Kyles, Jr. 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 James Kyles, Jr. 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 re-instatement of this case and the entry of any appropriate relief, including but not limited to an order of demolition of the subject building.

DISMISSAL

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 sign a release.

UNOFFICIAL COPY

FOR THE DEFENDANT James Kyles, Jr.



James Kyles, Jr.
9010 S. Parnell
Chicago, IL 60620
773/297-3602

FOR THE CITY OF CHICAGO

MARA S. GEORGES, Corporation Counsel, City of Chicago (#90909)

By: 
Kerry Rymarczuk, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-0210

Dated: November 8, 1999

ENTERED:

JUDGE WILLIAM G. PILEGGI

NOV 08 1999

Circuit Court - 1764

Date _____

Judge 

Property of Cook County Clerk's Office

09092995