UNOFFICIAL C7/70078/25 001 Page 1 of 14
1998-05-20 13:44:32
Cook County Recorder 47.00

Box space reserved for Recorder's Office only.

#90909

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a municipal
corporation,

Plaintiff,

No. 91 M1 404240

vs.

Re: 4734 S. Champlain Ave.

FFIE P. TRIGG, gt.al.,

Room, 1109

CONSENT DECREE

Defendants.

The plaintiff, the city of Chicago ("City"), a municipal corporation, by Brian L. Crowe, corporation counsel of the city of Chicago, and his assistant, and the defendant, Kin berly R. Delgado, acting ____ pro se or _X_ by counsel Beverly Veal, 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 4734 South Champlain Avenue and identified by Permanent Index Number (PIN) 20-10-203-029 (the "subject building"). The property's legal description is

LOT 1 IN F.R. WOODRUFF'S SUBDIVISION OF LOTS 20, 21, AND 22 IN BLOCK 1 OF THE SUBDIVISION OF LOTS 3, 4, AND 5 OF STONE AND MC GLASHAN'S SUBDIVISION OF THE NORTH ½ OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE

98416583 🚎 🗧

7

UNOFFICIAL COPY

THIRD PRINCIPAL MERIDIAN, LYING EAST OF VINCENNES AVENUE, 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 and prevent the City from demolishing the subject building, THE PARTIES HEREBY STATE THE FOLLOWING:

- 1. Defendant Kimberly R. Delgado is the owner of the subject building by virtue of a recorded warranty deed conveyed on 12/23/97 from the record title holder James Payne (defendant Effic Payne Trigg being deceased). Defendant has 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. Defendant understands that the City's complaint charged that violations of the Municipal Code of Chicago (MCC) and Illinois law existed at the subject building, and that after a trial on the merits of the complaint the Court on 5/24/93 entered an order authorizing the City to demolish the subject building.
- Defendant admits that the subject building has been dangerous and unsafe and requires substantial reconstruction to the roof, masonry, plumbing system, electrical system, and heating and ventilation system in order to meet the requirements of the MCC. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building has a 21% level of depreciation. Also, there is no sign on the building identifying the owner and manager of the subject building. Also, there is no watchman monitoring the subject building between the hours of 4:00

12.

UNOFFICIAL COPY

p.m. and 8:00 a.m. 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. Defendant understands that upon defendant's pleading guilty and signing this consent decree there will be a stay of execution of the order of demolition entered on 9/24/93 against the subject building until further order of Court based on defendant's performance of the compliance schedule and other obligations set forth in this consent decree.
- 5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on 5/23/91 and at least 50 other occasions including 4/21/98 and found the violations described in paragraph 3 to exist.
- 6. Defendant desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

- of this consent decree all employees, agents and other persons working on defendant's behalf will 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, and that defendant and its employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.
- 8. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree all necessary repair, renovation and construction will be done by

Defendant further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. Defendant 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 completion date set orth 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, defendant shall start work by 5/1/98 and shall complete work by 9/15/98. The reconstruction of the subject building shall occur generally according to the following schedule:
 - a. As of 7/9/97, the subject building has been secure consistently;
 - b. As of 1/20/98, substantial clean up of the back yard had occurred, and a first floor rear window was bricked in;
 - c. As of 2/24/98, the remaining junk and debris and high weeds in the back yard was cleaned;
 - d. As of 2/24/98, a large hole in the rear second elevation masonry w.s filled in, the rear masonry wall has been tuckpointed, and the south wall of the building has been completely tuckpointed from ground to roof;
 - e. As of 2/24/98, the electric service to the subject building was operating; As of 4/21/98, the meter socket and rise for electrical service and one 100 amp 18 gange circuit breaker box have been installed;

, F.

- f. As of 4/21/98, all junk and debris has been removed from the interior first and second floors and basement of the subject building and has been hauled away from the premises;
- g. As of 1/21/98, defendant has applied to the City for the permits necessary to complete the reconstruction of the subject building, and defendant agrees to notify the City's inspector not later than 5 business days after permits are issued of the permit numbers, issuance dates and scope of work covered, and defendant agrees to provide the City's inspector with a copy of the permits, including the lower receipt portion;
- h. As of 4/21/98, difendant has received from the City a permit for electrical work at the subject building, and defendant further agrees to notify the City's inspector of the permit number, scope of work and date of issuance not later than the day the court enters this consent decree;
- i. As of 4/21/98, all plaster has been stripped from the walls and ceilings on the first floor:
- j. As of 4/21/98, the interior steps in the front hallway leading to the second floor have been replaced;
- k. Not later than 7/1/98, the first floor of the building will be completed with full electrical service, interior drywall and painting:
- 1. Not later than 7/1/98, all necessary orders will be placed for new windows for the first and second floors of the building;

- m. Not later than 9/1/98, the second floor will be completed with full electrical service, interior drywall and painting, and stripping of the wood floors;
- n. Not later than 9/1/98, the heating and ventilation systems will be completely installed;
- o. Not later than 9/15/98, all plumbing and electrical fixtures will be completely installed and all trim carpentry work will be completed;
- Phot later than 9/15/98, the subject building will be in substantial compliance with the WCC.

DETENDANT'S OTHER OBLIGATIONS

- Defendant presently maintains insurance in the amount of \$70,000.00 on the subject building, sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property arising from the subject building. Defendant further agrees to furnish or cause to be furnished 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.
- Defendant agrees and stipulates that the subject building shall be monitored daily and shall be monitored by an alarm system until the completion date set forth in paragraph 9 of this consent decree.

13. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense.

If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendant 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.

Kimberly R. Delgado 4829 S. Forrestville Chicago, IL 60615

Tel.: 773/ 536-9696

FAX: None

Beverly Veal Attorney At Law

10540 S. Western Ave. - Suite 300

Chicago, IL 60643 Tel.: 773/238-5079

TAX: 773/ 238-5107

Defendant and those persons agree and stipulate that they shall not deny notice of any dangerous or unsafe conditions when the persons listed above have been contacted.

Defendant 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 defendant 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

Çį.

affecting defendant'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:

Joan D. Boman
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/744-7683
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, defendant shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject defendant to the penalties set forth in paragraph 16 of this consent decree, unless there is good cause shown for defendant's failure to apply.
- 16. If defendant fails to correct each of the violations of the MCC set forth in pringraph 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

94 E4

- B. Upon motion of the City, a hearing as to why defendant 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 the removal of the stay of execution of the demolition order against the subject building.
- 17. After the completion date set forth in paragraph 9 of this consent decree or any later date ordered by the court, or after the City's inspector determines that the subject building is in substantial compliance with the MCC, upon motion of defendant with notice to the City, the Court will enter an order vacating the order of demolition entered 9/24/93.

D'SMISSAL

- 18. 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.
- 19. Either party may record this order with the office of the Recorder of Deeds of Cook County.

FOR THE DEFENDANT	
Beverly Veal	Cò
Signature of defendant's attorney, if any CHSO, XL COGAS	
10540 S. WESTERN STE 300	
Printed name and address of defendant's attorney	
Kinder Deliner Signature of the subject building	
Signature of the fendant entering consent decree or owner of the subject building	g

6

KIMBERLY DEZGADO 4829 S. FORMSTULLE CIRCO. II. 60615 Printed name and present residential address of defendant or owner
Printed name and present residential address of defendant or owner
Dated: 5/06/98
FOR THE CITY OF CHICAGO
BRIAN L. CROWE, Corporation Counsel, City of Chicago (#90909)
By:
JOAN D. DOMAN, Assistant Corporation Counsel
30 N. LaSaila St., Suite 700 Chicago, IL 60602
312/744-7683
Dated: 5 6/10
JUDGE CURTIS HEASTON
MAY 0 6 1998
Date CIRCUIT GUURI - 225 Judge
Date stude
'S
$O_{\mathcal{E}_{\alpha}}$
The office of the second secon

۲.



CITY OF CHICAGO DEPARTMENT OF BUILDINGS

BUILDING PERMIT



PERMIT ISSUED FOR WORK AT 4734 4734 S CHAMPLAIN AV

DATE ISSUE 01/21/98 PERMIT NO. 98-865164

DESCRIPTION OF WORK:

REPAIR DRYWALL STRIP AND REPAIR WOODWORK REPLACE WINDOVS TEPAIR WOOD FLOORS SAME SIZE & LOCATION

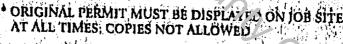
July Maly

Richard M. Daley Mayor IN AN EMERGENCY, CONTACT:

JESSIE RUCKER

(773) 921-2988

Cherry 1 Thomas Building Commissioner



• PLANS MUST BE KEPT ON SITE DURING CONSTRUCTION

PERMIT IS NOT TRANSFERRABLE. ANY CHANGE IN CONTRACTOR OR DEVIATION FROM PLANS MUST BE APPROVED BY DEFARTMENT. OF BUILDINGS

PERMIT MAY BE REVOKED FOR VIOLATION OF ANY OF THE ABOVE PROVISIONS OR OTHER APPLICABLE ORDINANCES 4405

THIS DOCUMENT HAS BLACK PRINTING OVER A LIGHT BROWN BACKGROUND ON WHITE





ş. 4

Property of Coot County Clerk's Office

1811: pha 349 4303

Mailing Address: ... Insured; A Individual, Corporation Joint Vonture J Other Location Address: Z city atroet Amount of Coverage: Building: \$ Personal: \$ General: \$ _ Liability Limits (if coverage desired) Porila: K Fire **Totally Vacant** 6 Months Annual Term: Deductible: \$250 32.500 \$5,000 Other ... \$500 \$\$1.000 _ Frame Brick Construction: Fire Replative Other. Protection Class Age of Building_ Years Number of Stories. Total Area: . anyare leet Distance from responding fige station ____ miles Distance from nearest hydrani _ Physical Condition: K Good Poor J Average Roof: Unapproved Previous Occupancy: __ How is building secured? Yes is this new business to the agency? Data last Inspected: .. Pravious Carrier: _ Amount of Coverage: \$ Was coverage cancelled or non-renewed? J No If yes, why Any losses or claims within the past 5 years? it yes, please explain (include all causes, dates and amounts) ____ Other Underwriting Data (1000)
(Heputation, Financial Strength, etc.) Cowner Transferged Reason for Vacancy: Bank repossession, Parhot an Estate Renovation enthome Length of Vacancy immediate integators Signature of Agent Authorigad Signature for Applicant PRODUCEA RORESS PHONE

-		السياد				
A	ΣĪ U	N	OF	cus	TOMER'S STORE COP	
					1	AGREEMENT DATE
AD	T Security Services, Inc. ("AD	T")			CUSTOMER'S NAME	Dolore
	111 5 W. 111	10			ADDRESS LINE 1 4754	5. 6 0 0 00
1	11.5 We Luke St				ADDRESS LINE 2	8 1
}	1 1 1 chard, 16 60120				CITY LING	STATE 2014
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				TELEPHONE STO	- Xia
1	No: 10 (1/1/-) ()	•			SOCIAL SECURITY NUMBER FOR PET	CL SU
Tol.	No.: D	/ 	T-477 April 2 100 100 100 T 425			943
ADI	oroposes to install or cause to be installed the	aquipina	M nod für	nlais tha a	services indicated herein:	(Equipment to remain
017	DEVICE DESCRIPTION	INS1.	EXT.	ZONE	. DEVICE LOCATION	ne property of ADI)
	CONTROL PANEL, MODEL	Prince	WAN.			MISTALLATION AND CONNECTION (
	TRANSFORMER, BATTERY, DECALS	154	{ 		Bet Cuertie	III \$
1	DOOR SENSOR NODEL:	INGL			$F = \langle 1 \rangle \rangle_{m}$	IAX (ii applicable)
1	DOOR SENSOR	INCL			Entre di Co	101AL \$
}	MODEL:				BANDOCK.	DEPOSIT RECEIVED S. C. S.
1	MODEL.	INCL.			1451 41 11,10	BALANCE CHE UPON COMPLETION
1	MODEL.	INCL.	_		Raid	Payment by (1) Check () Credit Card
1	KEYPAD NODEL	INCL			Red	AGRELMENT TO THE TIME! ANNIAL CHARGE CENTRAL STATION SIGNAL HELTHING AND NOTHINGATION
	DOOR/MINDOM BENDON	130			Burney F.	SERVICE FOR BURGLAR MANUAL FIRE AND MANUAL
17	роов/миром авилон				The A	POLICE EMERGENCE ALARMS UNDOGSE INSTRUCTOR COMMUNICATION (1011) IR (1111) IR
}-2	DOGR/WINDOW SENSOR	<u>.e.</u>		-	filed for they fully statement details the	deiroitht highly si bacts
}	PAGE WILLOW SENSOR					i ifine designation befores i induce a managener dissels i induites
11-	MODEL	1			77.10	(101HH,
17	MOTION BENBOR MODEL	1/45.		TO,	130 Xolling	ESTENDED ENAMED WARRANTS \$
1.	KEYPAD	f freirja - i				ANYANGE PALMENT MEGINED \$
h	Soundin (mood) (outpoon)		312 3800 500			d the Parlabangation Period is accepted
}	MODEL					please includings If the Extended Limited Warranty is declined please includings
1	MODEL SMOKE DETECTOR				<u> </u>	Payments to be made by c. (Check) (Credit Card) (1846/2004 Card)
	SMOKE DETECTOR				MALLITON A JUNE W. CO. SERVE BANKET ON V. A \$1. HP-131 II-B1-111-0 A \$1911	C. Helpferne (wing taker Periferial Billing Tentrency () Overleits () (Monthly
}	HEAT DETECTOR				And the second s	CREDIT CARD AUTHORIZATION I nulleave ADT to charge the credit card hated below for
	WIRELESS HUA DECEIVED				MANAGEMENTES SELECTION OF A LIGHT STATE OF THE SELECTION	Type of CARD
1	The state of the s	1	1	1	The second section of the second seco	() MasterCard () VISA () Discover

All charges are payable in advance. Agreement for service is for a period of three years. Except where noted otherwise, service commences when the necessary connection is effected. It is Agreement stall be automalically renewable for two year forms unless terminated by either party upon whith indice at least limity (30) days prior to the indical or renewal term anniversary date of which such termination will have offer. ADT shall have the right to increase the arms he argue after one year. Customer authorizes ADT to should a HON-INVESTIGATIVE CONSUMER MISSISTED from a consumer reporting against the first Hold Representation.

The Customer agrees to pay, in addition to the service charges above, they false alarm assessments, laxes, fees or charges that are imposed by they governor, and body, telephone or segnal transmission company (for numbering or other changes) or costs of ADT related to reprogramming alarm controls and other devices to comply with such and being or other changes relating to the equipment or service that are the subjects of this Agreement and to pay any increase in charges to ADT for facilities required for transmission of signals under this Agreement.

In the ownst ADT's representative in sent to the Customer's premises in response to a service call or starm algorithm and the Customer improperly following operating instructions, or falling to close or properly secure a window, door or other protected point, or improperly adjusting CCTV cameras, monitors or accessory components. there shall be a service charge to the Customer.

Any failure to pay when due the payments or other charges provided by this Agreement shall give ADT the right, in addition to and without waiving any other remedies, to avail itself of any legal remedy, including but not limited to, the right to repeases the equipment with or without notice and without obligation to redecorate or repair the promises or any other liability; where interes at the triplest legal rate on the delinquant amount; and accolerate one hundred percent (100%) of the entire amount thereafter payable under this Agreement until the end of the fluor current initial or renowal term, as the case may tre.

TITLE TO THE EQUIPMENT SHALL REMAIN IN ADT. ADT may, with or without written notice to the Customer, remove, disable and/or abandon in whole or in part, the equipment, upon termination of the Central Station Signal Receiving and Notification Service, or Direct Connection Service, the Limited Warranty, or the Extended Limited Warranty, whichever is later, without obligation to repair or redecorate any parties of the Customer's promises upon any such removal, died that the removal, disablement and/or abandonment of such equipment shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accreted or may be accreded.

ENTIRE AGREEMENT. CUSTOMER ACKNOWLEDGES THAT HE/SHE IS AWARE THAT NO ALARM SYSTEM CAN GUARANTEE PREVENTION OF LOSS, THAT HUMAN ERROR ON THE PART OF ADT OR THE MUNICIPAL AUTHORITIES IS ALWAYS POSSIBLE, AND THAT SIGNALS MAY NOT BE RECEIVED IF THE THANSAMSSION MODE IS CUT, INTERFERED WITH, OR OTHERWISE DAMAGED. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND ADT, IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF ADT. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT ON WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF ADT. THE TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRICE AND CONDITIONS OR ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.

TO THE END OF THE THIRD BUSINESS.

l O

Customer authorisation that (a) AUT has a play and the Authorizand projection, and central sential sential securities, (b) intelligent projections and according to the provided having an authorization and sential control to the Construction and sential control to the Construction and sential control to the Agreement

THE CUSTOMER STATES THAT, BEFORE SIGNIME THIS ARRESMENT, ME/SHE HAS READ BOTH SIDED OF THIS AGREEMENT AND UNDERSTANDS ALL FERMS AND COMDITIONS OF JURY HIS AND THE REVERSE SIDE OF THIS ARRESMENT, IN PARTICULAR, PARAGRAPH I, LIMITED WARRANTY, AND PARAGRAPH 7, LIMIT OF LIABILITY.

QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED

YOU, THE CUSTOMER, MAY CANCEL
THIS TRANSACTION AT ANY TIME PRIOR
TO THE END OF THE THIRD BUSINESS
DAY AFTER THE DATE OF THIS
TRANSACTION, SER ATTACHED NOTICE
OF CANCELLATION FORM FOR AN
EXPLANATION OF THIS RIGHT,
CUSTOMER'S APPROVAL

O 1997 ADT Becuilly Services

Cardinider Name

Experation Date

Signature

AUTHORIZED REPRESENTATIVE OF ADT

2961-07 (11-2/1/2)

AGENT

WINELESS HUA TRANSANT TENS MOORL

O 1997 ADT Becurity Services

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

CITY OF CHICAGO,

CITY OF CHICAGO, A Municipal Corporation))	
Plaintiff,) NO. 91 M1 40424	0
Defendant(s) DISMISSA	LORDER	1 P2 A/N
THIS CAUSE COVING TO BE HEA the parties and subject matter and having being fully advised in the premises.	RD, the Court having Jurisdiction of ing heard evidence and testimony, and	1945 195
THE COURT HEREBY FINDS that substantial compliance [] full compliance work having been performed under perfor	with the Municipal Building Code.	
IT IS HEREBY ORDERED that this ENTERED INTO A CONSENT paid fines of — O —	causa is dismissed, Defendant having DEMSE ON THIS DATE AND	
plaintiff's out of pocket expenses of	171.00	
and court costs of \$80.00 for a total of	237.00	
in open court, as ovidenced by receipt in HEARING DATE: 5-6-98	JUDGE CURTIS HEASTON	
Brian L. Crowe Corporation Counsel by:	MAY 0 G 1998 CIRCUIT COURT - 225	904 4
Assistant Corporation Counsel 30 N. LaSalle, Sulto 700 Chicago, IL. 80801 (312) 744-8791	JUDGE, ROOM 1109	98416583 ::