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

CITY OF CHICAGO, a municipal corporation,)

Plaintiff,) No. 98 M1 404590

vs.)

JOSEPH J. PERILLO, et al.,)

Defendants.) Courtroom 1111

CONSENT DECREE

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 defendant JOSEPH J. PERILLO, acting by counsel, 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 1388 North North Branch Avenue, Chicago, Illinois and identified by Permanent Index Number (PIN) 17-05-201-011 (the "subject building"). The property's legal description is:

LOTS 1 TO 4, BOTH INCLUSIVE AND ACCRETIONS THERETO, IN BLOCK 51 IN ELSTON'S ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

On this parcel of property is located a two-story building of ordinary construction. The last known use of the building was industrial.

THIS MATTER coming before the Court for trial, the parties having due notice, and the defendant desiring to resolve this case and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Defendant JOSEPH J. PERILLO is the owner of the subject building, has full control over the subject building, and is legally authorized to enter into this consent decree without the participation of any other defendants to this lawsuit.
2. Defendant understands that the City's complaint charges Defendant with violations of the Municipal Code of Chicago (MCC) and Illinois law.
3. Defendant understands that Defendant has the right to plead not guilty and the right to a trial on the City's charges, but Defendant wishes to waive that right and admit the violations contained in the City's complaint. Defendant admits that the building on the subject property is dangerous and unsafe and requires substantial reconstruction to repair in order to meet the requirements of the MCC. The Defendant admits that the following violations exist or existed during the pendency of the City's complaint:
 - a. the building is vacant and has been open;
 - b. the plumbing, heating and electrical fixtures are missing or defective;
 - c. there are holes in the interior and exterior masonry walls;
 - d. there are holes in the roof and flooring;
 - e. there is standing water in 4-foot-deep pits in the flooring;
 - f. the plastering is missing or damaged;
 - g. the sashes, frames, doors and trim are missing or defective;
 - h. there is junk and debris on the property;
 - i. all glazing is missing; and
 - j. when assessing the damage and the condition of the vital systems, masonry, floors, load bearing walls, sashes, frames, doors, trim, joists, rafters, stairs, plaster and glazing, the front building has a **30%** level of deterioration.

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 13-196-730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, and 11-8-010 and following of the MCC.

4. Defendant understands that upon defendant's signing of this consent decree, there will be a stay of execution of the City's authorization for demolition of the subject building, which is now in effect under the order entered by this Court on **March 10, 1999**, until further order of Court, dependent upon defendant's performance of the compliance schedule and other obligations set forth in this consent decree.
5. Defendant understands that upon Defendant's pleading guilty and 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 pleading guilty Defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.

6. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on July 30, 1998, and other occasions including May 4, 1999, and found the violations described in paragraph 3 to exist.
7. Defendant desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

8. Defendant agrees that in correcting the violations described in paragraph 3 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 his employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.
9. Defendant agrees that:
 - A. in correcting the violations described in paragraph 3 of this consent decree, all necessary repair, renovation and construction will be done by licensed contractors and the work shall meet or exceed the requirements of the MCC;
 - B. the determination of whether the subject building is in compliance with the MCC shall be made solely by the City's building inspectors;
 - C. Defendant will contact the City's inspectors at (312)744-7878 within one week of the completion date set forth in paragraph 10 of this consent decree, to arrange for an inspection to determine the status of compliance with the provisions of the MCC; and
 - D. Defendant will allow the City's inspectors to conduct all necessary inspections (both interior and exterior) of the subject property.
10. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, Defendant shall start work no later than **July 26, 1999**, and shall complete all work by **January 14, 2000**. The reconstruction of the subject building shall occur generally according to the following schedule:
 - A. On or before June 4, 1999, Defendant will submit applications to the Department of Buildings for any and all permits necessary for the rehabilitation work on the subject property;
 - B. On or before August 20, 1999, Defendant will complete all repair and installation of all windows and sills;
 - C. On or before September 17, 1999, Defendant will complete all electrical, plumbing

and heating work;

- D. On or before November 12, 1999, Defendant will complete all repair work on the flooring and doors;
- E. On or before December 10, 1999, Defendant will complete all repair work on the roof and exterior walls;
- F. On or before January 14, 2000, Defendant will complete all final work on the building, and will complete all cleanup work.

DEFENDANT'S OTHER OBLIGATIONS

- 11. Defendant agrees to pay, in addition to his own costs, all outstanding litigation costs incurred by the City to date in this action in the amount of **\$300** instanter, as evidenced by receipt # 000027 - 5/6/99.
- 12. Defendant agrees to maintain insurance sufficient to insure the subject property from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$500,000, combined single limit. 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.
- 13. Defendant agrees to provide the City with a bond or letter of credit, in form and content satisfactory to the City, in the amount of \$300,000, as security for the costs of demolition or completing the reconstruction of the subject buildings.
- 14. Defendant agrees that the subject building shall be monitored daily until the final completion date set forth in paragraph 10 of this consent decree.
- 15. Defendant agrees to maintain the fence surrounding the subject property in a secure condition at all times until the final completion date set forth in paragraph 10 of this consent decree.

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16. Defendant agrees 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 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:

JOSEPH J. PERILLO
2825 N. Halsted St.
Chicago, Illinois 60657
Telephone: (773) 348-2000 (bus.)
(773) 230-6900 (home)
Facsimile: (773) 244-1471 (bus.)
(773) 883-2475

JOSEPH J. PERILLO
c/o MICHAEL R. FUMO
20 N. Clark St.
Chicago, IL 60602
Telephone: (312) 782-1235
Facsimile: (312) 236-8203

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

17. 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 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:

Daniel E. Fernández
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: (312) 744-1052
FAX: (312) 744-1054.

REMEDIES AND PENALTIES

18. 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 10 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 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 19 of this Consent Decree.
19. If Defendant fails to correct each of the violations of the MCC set forth in paragraph 3 of this consent decree in accordance with the schedule set forth in paragraph 10, the penalty for violation of this consent decree will be:
- A. A fine of **two hundred (\$200) dollars** per day of violation commencing on the first day after the applicable interim or final completion date stated in paragraph 10 of this consent decree, **OR** a fine of **ten thousand (\$10,000) dollars**, whichever is higher;
 - 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
 - C. Upon motion of the City, the reinstatement of this case and the entry of any appropriate relief, including but not limited to removal of the stay of execution of the demolition order against the subject building.

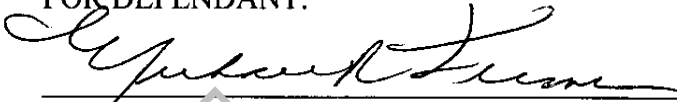
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DISMISSAL

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20. 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. Any party may record this order with the office of the Recorder of Deeds of Cook County.

FOR DEFENDANT:



Signature of Defendant's attorney, if any

Michael R. Fung, 20 N. Clark St., Chicago, IL 60602

Printed name and address of Defendant's attorney

Signature of Defendant entering consent decree or owner of the subject building

Printed name and present residential address of Defendant or owner

Dated: 5/6/99

FOR THE CITY OF CHICAGO:

BRIAN L. CROWE, Corporation Counsel, City of Chicago (#90909)

By: 

Daniel E. Fernandez, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
(312) 744-1052

Dated: 5/6/99

ENTERED:

Date

JUDGE MICHAEL J. MURPHY

MAY 06 1999

Circuit Court-209



Judge