RESOLUTION 2021-035 **PASSED: APRIL 26, 2021**

AUTHORIZING THE APPROVAL OF A SETTLEMENT AND RELEASE AGREEMENT IN THE "HUNTER PROPERTIES" ORDINANCE VIOLATION CITATIONS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City initiated hundreds of citations for various violations of the City's Municipal Code (the "Code") against various defendants who are collectively referred to herein as "Hunter Properties" which are currently pending before the Circuit Court of DeKalb County and the City's Ordinance Enforcement Division (the "Citations"); and

WHEREAS, the City and Hunter Properties negotiated a Settlement and Release Agreement to resolve the Citations in the form attached hereto and incorporated herein as Exhibit A (the "Settlement Agreement"); and

WHEREAS, the Settlement Agreement does not preclude the City's enforcement of any potential future Code violations by Hunter Properties; and

WHEREAS, the City's corporate authorities find that approving the Settlement Agreement is in the City's best interests and promotes the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities authorize, approve, and ratify the Settlement Agreement including, but not limited to, the City Manager's execution of the Settlement Agreement and all other acts performed by the City Attorney and City staff to effectuate the Settlement Agreement.

SECTION 2: This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, that this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 26th day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

CITY OF DEKALB STATE OF ILLINOIS

RUTH A. SCOTT, Executive Assistant

JERRY SMITH, Mayor

EXHIBIT A
(Hunter Properties Settlement Agreement)

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT
DEKALB COUNTY, ILLINOIS

CITY OF DEKALB, an Illinois home rule municipality,	)	Nos. 17OV597-618, 17OV662-683, 17OV730-746, 17OV748-758, 17OV760-762, 17OV764, 17OV766, 17OV769, 17OV785-868, 17OV876-1076, 17OV1098-1154, 18OV39-43, 18OV46, 18OV64-72, 18OV132-133, 18OV135, 18OV152-204, 18OV337-343, 18OV345-364, 18OV433-444
Plaintiff,	)	
vs.	)	
HUNTER TRIFRAT LLC, *et al.*, Defendants.	)	

SETTLEMENT AND RELEASE AGREEMENT

Plaintiff City of DeKalb (the "City"), an Illinois home rule municipal corporation, and Defendants HUNTER 1011-1027 HILLCREST LLC, HUNTER CAMPUS SUITES LLC, HUNTER TRIFRAT LLC, HUNTER DEKALB PROPERTIES LLC, HUNTER STADIUM VIEW PROPERTIES LLC, HUNTER RIDGEBROOK PROPERTIES LLC, HUNTER CAMPUS SUITES LLC, HUNTER NORMAL PROPERTIES LLC, DR DEKALB LLC, and DR DEKALB, Illinois limited liability companies (collectively referred to as "Hunter"), and SAM OKNER ("Okner"), with Hunter and Okner collectively referred to as "Defendants", hereby agree to the following:

RECITALS

A. WHEREAS, Hunter is the owner of several rental properties in the City including, but not limited to, the properties located at 1011-1027 Hillcrest Drive ("Hunter Hillcrest"), 1100 W. Lincoln Highway ("Lincoln Tower"), 808 Ridge Drive, 832 Ridge Drive, and 832 Edgebrook ("Hunter Ridgebrook"), and 930 Greenbrier Road, 934 Greenbrier Road, and 1024 W. Hillcrest Avenue ("Hunter Tri-Frat"); and

B. WHEREAS, Hunter Hillcrest, Lincoln Tower, Hunter Ridgebrook, and Hunter Tri-Frat are collectively referred to herein as the "Properties", and individually as a "Property", and are legally described in Exhibit A attached hereto and incorporated herein; and

C. WHEREAS, Okner is Hunter's co-manager; and

D. WHEREAS, the City initiated the above-captioned matters in the Circuit Court of DeKalb County (the "Court") against Defendants for various alleged violations of the City's Municipal Code (the "Code"); and

E. WHEREAS, the City obtained judgments against Defendants in case numbers 17OV597-618, 17OV662-683, 17OV748-758, 17OV760-762, 17OV764, 17OV766, 17OV769, 18OV135, and 18OV152-204 (the "Post-Judgment Cases"); and

F. WHEREAS, Defendants have not yet satisfied the judgments in the Post-Judgment Cases; and

G. WHEREAS, the City's supplementary proceedings and contempt proceedings in the Post-Judgment Cases are pending before the Court; and

H. WHEREAS, on September 11, 2020, the Court entered a civil contempt order imposing daily fines of $250 against Defendant DR DeKalb LLC in case numbers 17OV662-683, 17OV748-758, 17OV760-762, 17OV764, 17OV766, and 17OV769 (the "Contempt Order"); and

I. WHEREAS, Defendant DR DeKalb LLC has not yet purged itself of the Contempt Order; and

J. WHEREAS, case numbers 17OV730-746, 17OV785-868, 17OV876-1076, 17OV1098-1154, 18OV39-43, 18OV46, 18OV64-72, 18OV132-133, 18OV337-343,

18OV345-364, and 18OV433-444 are pre-judgment cases against Defendants pending before the Court (the "Pre-Judgment Cases"); and

K. WHEREAS, the Pre-Judgment Cases, the Post-Judgment Cases, the Contempt Order, the supplementary proceedings, and any and all other cases, claims, demands or other actions asserted by the City against any of the Defendants, whether in court, administratively, or otherwise, are collectively referred to herein as the "Actions"; and

L. WHEREAS, Defendants have alleged that the City has committed numerous unlawful acts directed against them, which could give rise to a federal lawsuit as set forth in a draft complaint attached hereto and incorporated herein as Exhibit B (the "RICO Claim"); and

M. WHEREAS, Defendant Hunter Ridgebrook Properties, LLC previously filed a lawsuit against the City alleging that the City violated its constitutional rights, but that lawsuit was dismissed with prejudice by court order on January 2, 2020 (the "Federal Lawsuit"); and

N. WHEREAS, the Parties deny each and every allegation of illegal or unlawful conduct and further deny any liability whatsoever; and

O. WHEREAS, the Parties have attended several pre-trial settlement conferences before the Court; and

P. WHEREAS, the Parties agreed to settle their differences to avoid the expenses and uncertainties attendant to litigation, all in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the promises made herein, the sufficiency of

which the Parties mutually agree and stipulate to, the Parties hereby agree as follows:

Section 1. Recitals. The recitals to this Agreement are true, correct, material, adopted and incorporated herein as Section 1 to this Agreement.

Section 2. Effective Date. The effective date of this Agreement shall be May 1, 2021 (the "Effective Date"); provided, however, that this Agreement shall not be effective until duly approved by the City's corporate authorities in the manner provided by law.

Section 3. Escrow by Hunter. Within seven (7) days after this Agreement is fully executed, Hunter shall deposit the sum of One Hundred Fifty Thousand ($150,000.00) Dollars (the "Escrowed Amount") into the Clients Funds/IOLTA Account of Ashman & Stein, P.C., or such other escrow as the Parties may mutually agree upon, as security in connection with the sale of the Properties as set forth in Section 4. If possible, said deposit shall be invested for the benefit of the depositor , and all earnings thereon shall be and remain the sole property of the depositor; provided, however, that Defendants shall be strictly liable to guarantee and provide for the Escrowed Amount at the time of the Sale Deadline (as defined in Section 4B of this Agreement), regardless of any losses, costs, or damages arising out of or resulting from any investment of the Escrowed Amount. In the event all of the Properties are sold or under contract to be sold before the Sale Deadline , the Escrowed Amount shall be returned in full to Hunter. In the event all of the Properties are not sold or under contract to be sold by the Sale Deadline, the Escrowed Amount shall be paid to the City; provided, however, that the amount so paid to the City shall be that portion of the Escrowed Amount that bears the same proportion as the number of unsold Property(ies) in relation to the total number of

Properties to be sold hereunder (as an example, for illustrative purposes only, if by the Sale Deadline a total of three (3) Properties of the four (4) total Properties were sold or under contract for sale (75% of the total of said Properties), leaving 25% of the Properties unsold, then 25% of the Escrowed Amount, $37,500, shall be payable to the City, subject to the other terms of this Agreement.

Section 4. Sale of the Properties.

A. By no later than 30 calendar days from the Effective Date, Hunter agrees, at its sole cost and expense, to retain, in an arms-length transaction, reputable, independent, and Illinois-licensed real estate brokers, whom the Parties stipulate includes Marcus & Millichap and Triad Real Estate Partners (collectively, the "Broker"), to list the Properties for sale at a reasonable fair market value as determined by the Broker (the "Listing"). Hunter shall notify the City of the Listing within seven (7) calendar days of the Listing. The Broker may stagger the Properties in the Listing; provided, however, that: (1) at least one (1) unsold Property must be in the Listing by no later than 30 calendar days from the Effective Date; (2) at least two (2) unsold Properties must be in the Listing by no later than 180 calendar days from the Effective Date; and (3) 100% of the unsold Properties must be in the Listing by no later than one (1) calendar year from the Effective Date.

B. Hunter shall undertake all reasonable and good-faith efforts to sell the Properties by no later than 42 calendar months from the Effective Date (the "Sale Deadline"). Such reasonable and good-faith efforts may include, but are not limited to, periodic decrease(s) in the Listing price of the unsold Properties if such decrease(s) are deemed reasonable or necessary by the Broker. Hunter further agrees to: (1) sell the

Properties in arms-length transactions; and (2) notify the City of a sale of a Property sale within seven (7) calendar days of the sale. Hunter shall sell the Properties within, and not later than, the Sale Deadline; provided, however, that Hunter may apply for relief to the Court to extend the Sale Deadline if the Court determines that such an extension is in the best interests of the Parties and this Agreement.

Section 5. Vacation of Judgments. The City shall, within seven (7) days of the Effective Date, cause the Court to enter its Order(s) vacating, setting aside and holding for naught all judgments and Orders previously entered in the Actions.

Section 6. Dismissal.

By no later than seven (7) days from the Effective Date:

A. The City shall enter orders dismissing the Actions with prejudice, with each party bearing its respective costs and attorney's fees, the Court retaining jurisdiction to enforce this Agreement, and the Parties waiving any jurisdictional or time-based defenses to the Court's retention of jurisdiction to enforce this Agreement; provided, however, for all matters pending against Defendant(s) outside of Court (whether administratively, before an agency, or otherwise), the City shall effect the aforesaid dismissals thereof at the first possible time, and in no event later than thirty (30) calendar days from the effective date; and

B. The City shall provide Hunter with all appropriate instruments to effect the release(s) of all judgments, lis pendens, liens, encumbrances and/or other notices affecting title to the Properties (collectively, "Liens") in any manner respecting the Actions. In that regard, the City represents and warrants that its search of all of its applicable records reveals four (4) Liens effecting title to the Properties hereunder. The City further

warrants and represents that it shall execute any release of any other Lien affecting title to the Property(ies) within seven (7) days upon receipt of Hunter's notice requesting same.

Section 7. Security Measures. By no later than 30 calendar days from the Effective Date, Hunter agrees to: (1) retain a reputable vendor and installer of security camera systems to install vandal resistant security camera systems for the exterior and common areas of the Properties, including commonly accessible entrances and exits, parking lots and hallways (the "Security Cameras"); (2) reasonably maintain operational Security Cameras at all times; (3) maintain the video footage of the Security Cameras in a secure central location accessible only by Hunter's owner(s) or manager(s); (4) provide the City's Police Department access to the feed of the Security Cameras when reasonably necessary; (5) conduct security walkthroughs on the Properties on Thursdays through Saturdays during the hours of 10 p.m. through 8:00 a.m., and (6) exercise reasonable care to protect the safety of tenants and invitees on the Properties from reasonably foreseeable criminal acts, to the standard of responsibility mandated by Illinois law respecting owners of like properties. Hunter will reasonably maintain the applicable trees and shrubberies so as to avoid obscuring the Security Cameras.

Section 8. Repairs. Hunter agrees to: (1) undertake the repairs for the Properties listed in Exhibit C attached hereto and incorporated herein (the "Repairs") within 30 calendar days from the Effective Date; (2) complete the Repairs in a good and workmanlike manner and in conformity with the Code within 90 days from the Effective Date; and (3) allow the City to inspect the Repairs for compliance with the Code within 120 days from the Effective Date.

Section 9. Non-Discrimination and Compliance with Applicable Law. The Parties and their respective officers, employees, and agents, agree to not discriminate, engage in illegal conduct, or otherwise fail to comply with applicable law including, but not limited to, Federal law, State law, the Code, and local ordinances, with respect to the Parties, the Properties, and the City's Code enforcement.

Section 10. Other Claims of the Parties. The Parties agree that this Agreement shall not affect, impair, release, or waive any future claims, actions, or causes of action that each may have against the other which first arise after the Effective Date.

Section 11. Release. The Parties, on advice of counsel, hereby release and forever discharge each other and their respective officials, officers, agents, and employees from any and all causes of action, claims, damages, fines, losses, costs, and attorney's fees arising out of, or related to, the actions, omissions, citations, prosecutions, enforcements, condemnations (excluding eminent domain), taxes, levies, special service areas, fines, penalties, ordinances, resolutions, orders, policies, and practices arising out of and/or relating to the Defendants, or any of them, which were raised or could have been raised in the above-captioned matters, whether pending in court, administratively, or otherwise, including, but not limited to, the Actions, the RICO Claim, and the Federal Lawsuit. Nothing in this Agreement shall release or impair the Parties from maintaining claims against each other which first arise after the Effective Date including, but not limited to, a breach of this Agreement or Code violations.

Section 12. Option.

A. Hunter grants to the City a non-exclusive and assignable right and option to purchase any unsold Property at the "Option Price", which shall mean a price equal to the appraised value using the sales comparison/market approach as determined by an Illinois licensed real estate appraiser jointly agreed upon by the Parties (the "Agreed Appraiser"), plus and minus standard prorations and credits, for the period of time commencing at the Effective Date and terminating at the Sale Deadline (the "Option"). The City's exercise of the Option shall be at the City's sole discretion, and under no circumstances shall the City be obligated to exercise the Option.

B. The Parties shall determine the Agreed Appraiser by naming their respective Illinois licensed real estate appraisers, who will then jointly agree upon the Agreed Appraiser. If the City exercises the Option, it shall do so in a written notice to Hunter which names the Property to be appraised and the City's designated appraiser. Hunter shall respond in writing to the City's notice by naming Hunter's designated appraiser within five (5) calendar days of receiving the City's notice, and the Parties' designated appraisers shall name the Agreed Appraiser within five (5) calendar days thereafter. The Agreed Appraiser shall deliver copies of the appraisal(s) and invoice(s) to the Parties within 60 calendar days of being named the Agreed Appraiser. The Parties shall be equally responsible for the payment of the Agreed Appraiser's invoice(s). By no later than 30 calendar days from the date of the Agreed Appraiser's delivery of the appraisal(s), the Parties shall execute a separate purchase and sale agreement which includes, but may not be limited to, the following: (1) the sale of the Property at the Option Price, plus and minus standard prorations and credits; (2) the seller's sole liability for any

deficiency between any mortgage(s) involving the Property and the sales price; and (3) a mutually agreeable deadline for a closing date.

C. The City may not exercise the Option unless the price and terms thereof are at least as favorable to Hunter as any pending bona fide arm's length purchase offer by a third party. The City may not exercise the Option if, on or before the date the City attempted to so exercise the Option, Hunter has entered into a sale-purchase contract with a third party for said Property in accordance with Section 4 of this Agreement.

D. If the City properly exercises the Option in accordance with the terms thereof, Hunter may not sell a Property that is subject to the Option to any third party unless the City provides written consent therefor, or Hunter tenders to the City the reasonable costs incurred by the City, if any, under Section 12B hereunder.

E. If the City exercises the Option and the sale of the Property subject to the Option occurs after the Sale Deadline, then the City shall not be entitled to the Escrowed Amount that is proportionate to said Property.

Section 13. Time is of the Essence. Time is of the essence of this Agreement.

Section 14. Mutual Cooperation. The Parties agree to cooperate and take any additional actions which are consistent with and may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Section 15. Miscellaneous.

A. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. The terms contained herein shall not be construed against a Party merely because that Party was the principal drafter.

B. **Authority.** The Parties stipulate that no other person or entity has any interest in the claims or causes of action referred to herein and the Parties have the sole and exclusive authority to execute this Agreement; provided, however, that the City's corporate authorities must duly approve this Agreement in the manner provided by law.

C. **Modification.** This Agreement may not be amended or modified, except by a written amendment signed by the Parties and duly approved by the City's corporate authorities in the manner provided by law.

D. **Severability.** If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

E. **Governing Law.** This Agreement shall be governed by and construed in accordance with Illinois law.

F. **Venue.** The sole venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court of DeKalb County, Illinois.

G. **Prevailing Party.** In any action to enforce this Agreement, the prevailing party shall be entitled to payment of its reasonable attorney's fees and court costs.

H. **Notices.** Except as may otherwise be provided by this Agreement, all notices in this Agreement shall be in writing and delivered at the following addresses or electronic mail address:

If to the City:

City Manager's Office City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115
bill.nicklas@CITYOFDEKALB.com

with a copy to:

Matthew D. Rose
Donahue & Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
mrose@drlawpc.com

If to Defendants:

Sam Okner
Hunter Properties
2201 West Main Street
Evanston, IL 60202
Sam@samokner.com

with a copy to:

Gary Ashman
Ashman & Stein, PC
8707 Skokie Blvd., Ste. 100
Skokie, IL 60077
gdashman@ashmanstein.com

Agreed to as of the 21st day of April, 2021.

PLAINTIFF CITY OF DEKALB

Bill Nicklas, City Manager

DEFENDANTS "HUNTER"

Their Member-Manager(s)

DEFENDANT "OKNER"

Sam Okner

https://ashmanstein-my.sharepoint.com/personal/wkaden_ashmanstein_com/Documents/Documents/Documents-gda/(Rothner) DeKalb F-9194/4.20.21 final Settlement Agreement.docx

EXHIBIT A
(LEGAL DESCRIPTION OF THE PROPERTIES)

Hunter Hillcrest shall be legally described as follows:

LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 9 ON APRIL 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING ON A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE LEFT, A DISTANCE OF 223.82 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING223.37 FEET), TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ALONG A CURVE TO THE RIGHT THE RADIUS OF WHICH IS 635.0 FEET FOR A DISTANCE OF 2.86 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 2.86 FEET); THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 167.12 FEET TO THE NORTH LINE OF SAID LOT 703; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 703, A DISTANCE OF 219.8 FEET TO THE POINT OF BEGINNING.

AND

LOT 703 IN TWELFTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "R" OF PLATS, PAGE 9 ON APRIL 14TH 1976 AS DOCUMENT NUMBER 392887, IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 703; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 703, A DISTANCE OF 191.90 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 703, A DISTANCE OF 220.61 FEET TO THE NORTH LINE OF HILLCREST DRIVE, SAID NORTH LINE BEING A CURVE THE RADIUS OF WHICH IS 1017.69 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF HILLCREST DRIVE ON A CURVE TO THE RIGHT, A DISTANCE OF 129.62 FEET (THE CHORD DISTANCE OF THE LAST DESCRIBED COURSE BEING 129.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE

OF HILLCREST DRIVE, A DISTANCE OF 62.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 703; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 703, A DISTANCE OF 228.85 FEET TO THE POINT OF BEGINNING.

Common Address: 1011-1027 Hillcrest Dr., DeKalb, IL 60115

PIN: 0815151014

Lincoln Tower shall be legally described as follows:

THAT PART OF THE EAST 162.0 FEET OF EVEN WIDTH OF LOT 32 OF JOSEPH F. GLIDDEN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "D" OF PLATS, PAGE 31 ON FEBRUARY 15TH, 1909 IN DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 162.0 FEET WITH THE NORTH LINE OF CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RIGHT-OF-WAY, THENCE SOUTH 88 DEGREES 46 MINUTES 46 SECONDS EAST, ALONG SAID NORTH LINE, 142.0 FEET TO THE WEST LINE OF THE EAST 20.0 FEET OF SAID LOT 32, THENCE NORTH 0 DEGREES 12 MINUTES 4 SECONDS EAST, ALONG THE WEST LINE OF SAID EAST 20.0 FEET, 258.45 FEET TO A SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 38 (F.A. ROUTE 567), THENCE NORTH 9 DEGREES 11 MINUTES 30 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.85 FEET, THENCE NORTH 30 DEGREES 26 MINUTES 12 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.69 FEET, THENCE NORTH 43 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.69 FEET, THENCE NORTH 64 DEGREES 59 MINUTES 21 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.85 FEET, THENCE NORTH 83 DEGREES 35 MINUTES 17 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 25.85 FEET, THENCE SOUTH 87 DEGREES 06 MINUTES 44 SECONDS WEST, ALONG A SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 38, 57.72 FEET TO THE WEST LINE OF THE EAST 162.0 FEET OF SAID LOT 32, THENCE SOUTH 0 DEGREES 12 MINUTES 29 SECONDS WEST, ALONG SAID WEST LINE, 332.56 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

Common Address: 1100 W. Lincoln Hwy., DeKalb, IL 60115

PIN: 0821277011

Hunter Ridgebrook shall be legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BLOCK 1A OF THE 8TH ADDITION TO ROLLING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "N" OF PLATS, PAGE 48, AS DOCUMENT NO. 327651 IN THE DEKALB COUNTY RECORDER'S OFFICE; BLOCK 2, EXCEPTING LOT 1 OF THE 6TH ADDITION TO ROLLING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1964 IN BOOK "N" OF PLATS, PAGE 7, AS DOCUMENT 323083 IN THE DEKALB COUNTY RECORDER'S OFFICE; AND THE VACATED HAWTHORNE LANE, AS SHOWN ON THE PLATS OF THE 6TH ADDITION TO ROLLING MEADOWS SUBDIVISION, HEREINABOVE REFERENCED, VACATED BY THE CITY OF DEKALB BY DOCUMENT NO. 348950; ALL IN DEKALB COUNTY, ILLINOIS.

Common Address: 808 Ridge Drive, 832 Ridge Drive, and 835 Edgebrook Drive, DeKalb, IL 60115

PINs: 0815128004; 0815128009; 0815128010; 0815128011; 0815128012

Hunter Tri-Frat shall be legally described as follows:

LOT 75, IN THE ELEVENTH ADDITION TO ROLLING MEADOWS SUBDIVISION, A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 99, ON JANUARY 21, 1976 AS DOCUMENT NUMBER 391172, AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 13, 1976 AS DOCUMENT NUMBER 396537, IN DEKALB COUNTY, ILLINOIS.

Common Address: 930 Greenbrier Road, 934 Greenbrier Road, and 1024 W. Hillcrest Avenue, DeKalb, IL 60115

PIN: 0815152011

EXHIBIT B
(RICO Complaint)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

HUNTER TRI FRAT LLC, HUNTER 1011-1027 HILLCREST LLC, HUNTER CAMPUS SUITES LLC, HUNTER DEKALB PROPERTIES LLC, HUNTER STADIUM VIEW PROPERTIES LLC, HUNTER RIDGEBROOK PROPERTIES LLC, and HUNTER NORMAL PROPERTIES, LLC, Plaintiffs, v. CITY OF DEKALB, Defendant.	)	Case No. _____

VERIFIED COMPLAINT FOR RICO VIOLATIONS
DECLARATORY RELIEF, INJUNCTIVE RELIEF, AND DAMAGES

NOW COME Plaintiffs, Hunter Trifrat LLC, Hunter 1011-1027 Hillcrest LLC, Hunter Campus Suites LLC, Hunter Dekalb Properties LLC, Hunter Stadium View Properties LLC, Hunter Ridgebrook Properties LLC, Hunter Normal Properties LLC (collectively, "Hunter Properties"), by their attorneys, Ashman & Stein, P.C., and allege as follows:

GRAVAMEN OF COMPLAINT

1. Plaintiffs bring this action under 42 U.S.C. § 1983 for violation of their civil rights. Plaintiffs are among the largest residential property owners in the City of DeKalb ("City"). For the past four and a half years, they have been subjected to a targeted scheme of malicious and unwarranted harassment and discrimination by the City, including through selective and disparate enforcement of each of the City's Municipal Code; Building Code; and Property Maintenance Code (collectively, "Code"). During this time, Defendant has repeatedly engaged in "shock the conscience" conduct against Plaintiffs including, among many other things:

a. Repeatedly fabricating ordinance requirements to be undertaken by Plaintiffs and threatening to cite Plaintiffs for phantom ordinance violations.

b. Condemning multiple properties owned by Plaintiffs without legal cause or authority.

c. Authorizing a SWAT-style raid of one of Plaintiffs' properties without legal cause or justification.

d. Issuing non-emergency ordinance violations against Plaintiffs with no notice or time to correct (in some cases, not only did Defendant not allow any time to cure, but further, it set the matters for court hearings *on the following day*.)

e. Issuing ordinance violations against Plaintiffs, and holding court hearings, for the most trivial matters (*e.g.*, a single light bulb burning out when the subject area is lit by other light bulbs; a timer light bulb that was out during the day and programmed to turn on at night, when needed; a kitchen cabinet fully secured in place that was missing two screws.)

f. Repeatedly making harassing phone calls to Plaintiffs at all hours of the night (from 2:00 a.m. to 4:00 a.m.)

g. Repeatedly defaming Plaintiffs' representatives by publicly and falsely accusing them of being drug dealers.

h. Repeatedly pulling over Plaintiffs' employees without legal cause or justification.

i. Repeatedly issuing illegitimate traffic and parking tickets to Plaintiffs and their employees without legal cause or justification.

2. Remarkably, Defendant has engaged in this unconscionable and impermissible behavior notwithstanding the fact that Plaintiffs have poured nearly $2 million into the City through capital improvements and repairs in just the past three years.

3. The City's motive? Money and greed. Pure and simple. The City wants Plaintiffs' properties but does not wish to pay fair value for them. The City's arbitrary and discriminatory treatment of Plaintiffs is a direct response to, and corresponds in time precisely with, the City's plans to renovate its Annie Glidden North neighborhood ("AGN Neighborhood"). Plaintiffs are among the largest stakeholders, presently owning 659 units in the AGN Neighborhood valued at $64,565,00 ("AGN Properties"). Defendant's revitalization plan of the AGN Neighborhood requires it to justly compensate Plaintiffs for the AGN Properties, when they are taken, as scheduled under the plan. *See* U.S. Const., amend. V (applicable through U.S. Const., amend. XIV); Ill. Const. 1970, art. I, § 15.

4. Defendant chose Plaintiffs as a target to reduce the amount of just compensation it would otherwise be required to pay for the AGN Properties, and has used the burden and expense of so-called criminal and ordinance violation proceedings to pressure Plaintiffs to sell these properties to Defendant at a sharp discount. Defendant's improper targeting of Plaintiffs is not based on any neutral criteria or, indeed, any criteria bearing a rational relationship to a legitimate governmental interest. Defendant has purposely failed to treat Plaintiffs the same as similarly situated persons and businesses, and has placed a very substantial burden on Plaintiffs for arbitrary and discriminatory reasons, requiring Plaintiffs file this lawsuit to protect their civil rights.

5. Through this suit, Plaintiffs seek preliminary and permanent injunctive relief to enjoin Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from improperly enforcing the Code, and/or any state and federal rules and regulations, so that: (a) Defendant must treat Plaintiffs equally with other persons and businesses similarly situated; and (b) Defendant will not infringe upon Plaintiffs' rights.

6. Plaintiffs also seek preliminary and permanent injunctive relief to enjoin

Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from further violating Plaintiffs constitutional rights.

7. Plaintiffs also seek a declaration that Defendant, through its agents, has subjected, and continues to subject, Plaintiffs to harassment, and arbitrary and discriminatory enforcement of its Code in a manner that: (a) violates Plaintiffs' rights to equal protection of the law under the Fourteenth Amendment to the United States Constitution; (b) deprives Plaintiffs of their substantive due process rights under the Fourteenth Amendment; and (c) deprives Plaintiffs of their procedural due process rights under the Fourteenth Amendment.

8. Plaintiffs also seek a declaration that Defendant has subjected them to an unconstitutional taking of private property by arbitrarily and discriminatorily condemning 808 Ridge Drive, DeKalb, Illinois, for more than five (5) months, in violation of the Taking Clause in the Fifth Amendment to the United States Constitution (made applicable to Defendant through the Fourteenth Amendment).

9. Plaintiffs also seek compensatory and other damages under 42 U.S.C. § 1983 based on Defendant's violations of their rights to equal protection and due process of the law under the Fourteenth Amendment.

PARTIES AND JURISDICTION

10. At all times material hereto, Plaintiffs were limited liability companies, all of which are registered to do business in Illinois, with their principal places of business located in Cook County, Illinois, as follows:

a. 1011-1027 Hillcrest LLC ("Hunter Hillcrest"), which at all times material hereto owned fee simple title to the real property and shopping center thereon commonly known as 1011-1027 Hillcrest Drive, DeKalb, Illinois (the "Hillcrest Shopping Center").

b. Hunter DeKalb Properties LLC ("Hunter DeKalb"), which all times material hereto owned fee simple title to the real property and the apartment complex thereon commonly known as 904 Hillcrest Drive, DeKalb, Illinois ("904 Hillcrest"), and 1100 W. Lincoln Highway, DeKalb, Illinois ("Lincoln Tower Apartments").

c. Hunter Normal Properties LLC ("Hunter Normal"), which at all times material hereto owned fee simple title to the real property and the apartment complex thereon commonly known as 801 Lucinda Avenue, DeKalb, Illinois ("Hunter Star").

d. Hunter Campus Suites LLC ("Hunter Campus"), which all times material hereto owned fee simple title to the real property and the apartment complex thereon commonly known as 511 Normal Road, Dekalb, Illinois ("511 Normal").

e. Hunter Tri Frat LLC ("Hunter Tri Frat"), which at all times material hereto owned fee simple title to the real properties and the apartment complexes thereon commonly known as: (a) 1024 W. Hillcrest Drive, DeKalb, Illinois ("1024 Hillcrest"); and (b) 930 Greenbrier Road, DeKalb, Illinois ("930 Greenbrier"); and (c) 934 Greenbrier Road, DeKalb, Illinois ("934 Greenbrier").

f. Hunter Ridgebrook Properties LLC ("Hunter Ridgebrook"), which at all times material hereto owned fee simple title to the real properties and the apartment complexes thereon commonly known as: 808, 832, and 835 Ridge Drive, DeKalb, Illinois ("808 Ridge," 832 Ridge," and "835 Ridge.")

g. Hunter Stadium View Properties LLC ("Hunter Stadium"), which at all times material hereto owned fee simple title to the real properties and the apartment complexes thereon commonly known as 1231, 1311, and 1315 W. Lincoln Highway, DeKalb, Illinois.

11. Defendant City of DeKalb is a municipal corporation organized under the laws of

the State of Illinois.

12. This Court has jurisdiction over this action under 28 U.S.C. § 1331, as this case presents claims that arise under the laws and Constitution of the United States.

13. This Court also has jurisdiction over this action under 28 U.S.C. § 1343(a)(3), because Defendant is a state actor and, relating to each of Plaintiffs' claims against it, was acting under the color of state law.

14. Venue is proper in this District under 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendant is subject to personal jurisdiction in this District.

15. This Court also has the authority to enter a declaratory judgment and award injunctive relief under 28 U.S.C. §§ 2201-02.

FACTS COMMON TO ALL COUNTS

16. Hunter Properties are among the largest property owners in the City. Presently, Plaintiffs collectively own and manage 900 residential units in the City, including 892 residential apartment complexes. In addition, Plaintiffs own and operate the Hillcrest Shopping Center, which has a total of eight (8) units/stores.

17. In 2014, Plaintiffs purchased their first property in the City. Between 2014 and 2016, Plaintiffs purchased the Hunter Properties identified in paragraph 10, *supra*, all of which sit adjacent to Northern Illinois University.

18. Through February 2017, Plaintiffs' ownership of the Properties was mostly uneventful. Defendants cited Plaintiffs, in total, for approximately a dozen violations during this period, all of which were promptly cured.

19. In March 2017, things sharply changed, when Defendant started to plan and budget

to redevelop the AGN Neighborhood (the "AGN Redevelopment Project"). *See* Defendant's City Council's Authorization dated August 9, 2017, p. 1, **Exhibit 1.**

20. Plaintiffs are among the largest stakeholders in the AGN Neighborhood, and the AGN Properties have an approximate market value of $64,565,000. The AGN Redevelopment Project would require Defendant to justly compensate Plaintiffs for the AGN Properties when they are taken, as scheduled under the City's plan. *See* U.S. Const., amend. V (applicable through U.S. Const., amend. XIV); Ill. Const. 1970, art. I, § 15.

21. To reduce this amount, Defendant has targeted Plaintiffs and subjected them to unwarranted harassment, improper scrutiny, unlawful arrests and prosecutions, deliberate destruction of property, and wholly unwarranted fines. Defendant has also used the burden and expense of criminal and ordinance violation proceedings to pressure Plaintiffs to sell the AGN Properties to Defendant at a sharp discount.

22. For example, since March 2017, Defendant has issued an incredible 500-plus ordinance violations against Plaintiffs, all of which were promptly cured, but nevertheless resulted in approximately $111,475 in fines and penalties.

23. In those proceedings, while the violations were all cured, presiding Dekalb County Circuit Court Judge Bradley J. Waller did not believe that he had discretion under the Code to alter the fines that were assessed. Trying to take advantage of this situation and to strong-arm Plaintiffs, since April 2017, in the ordinance violation proceedings, Defendant, through City Attorney Matthew D. Rose and City Manager Bill Nicklas, made a settlement demand on Plaintiffs to turn over the Hillcrest Shopping Center, presently valued at approximately $2.8 Million, in exchange the release and satisfaction of these default judgments totaling $111,475, **Exhibit 2.** Yet, maybe the worst part of this lowball offer was that Plaintiffs would be responsible for the mortgage and,

further, would have to buy out the lease of every tenant. *See Id.*

24. Defendant has not targeted Plaintiffs based on neutral criteria or any criteria bearing a rational relationship to a legitimate governmental interest.

Defendant's Unlawful SWAT Team Raid on Hillcrest Shopping Center

25. In July 2015, Plaintiffs purchased the Hillcrest Shopping Center through foreclosure. Over the ensuing several months, Plaintiffs performed all repairs and improvements Defendant requested, **Group Exhibit 3.**

26. Further, between February and March 2017, Defendant inspected the Hillcrest Shopping Center eight (8) times.

27. On each of these eight occasions, either (a) Defendant's Fire Inspection Officer, William Lynch ("Lynch"), or (b) Don Plass ("Plass"), the manager of the City's building contractor, HR Green, Inc. ("HR Green"), would call Plaintiffs' maintenance supervisor, Tiffany Meadows ("Meadows"), by telephone, the day of the inspection to request entry to the property.

28. On each occasion, Plaintiffs sent an employee to meet Defendant and provide it with voluntary access to the property.

29. This procedure came to an abrupt and arbitrary end on March 30, 2017. That morning, at 8:30 a.m., the City's Attorney, Dean Frieders ("Frieders"), called Meadows and demanded that she attend a meeting with him at the Hillcrest Shopping Center at 9:00 a.m. on the same day. Meadows voluntarily agreed to do so.

30. At that time, Defendant coordinated a SWAT-style raid on the Hillcrest Shopping Center. Over forty (40) of Defendant's officers and officials—including Police, Fire, and Building Inspectors—with Frieders and Lynch at the helm, descended upon and entered the property.

31. Unbeknownst at the time to Plaintiffs, two days before the raid, on March 28, 2017,

Frieders, filed a *Complaint for Search Warrant*, sworn to by Deputy Fire Chief James Zarek ("Zarek"), with the Dekalb County Circuit Court, **Exhibit 4** ("Search Warrant"). To obtain the Search Warrant, Zarek testified, falsely, that on March 28, 2017, Defendant had requested voluntary access to the Hillcrest Shopping Center and had been denied. *See* Exhibit 4. Based on this false representation, the search warrant was granted to Defendant.

32. In truth, Defendant made no attempt to contact Plaintiffs at any time, in any way, on March 28, 2017 to request access to the Hillcrest Shopping Center.

33. Section 104.3 of the Code provides that Defendant must request entry before it can inspect any occupied building. See Code, § 104.3. Only if entry is denied may Defendant pursue a search warrant. *See Id.* Defendants violated this provision of the Code.

34. Further, Defendant arbitrarily departed from its usual Code enforcement practices by resorting to SWAT-style tactics against Plaintiffs. *See Vill. of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 267 (1977) (finding that "[d]epartures from the normal procedural sequence" may be used as evidence that "improper purposes are playing a role.")

35. Defendant's raid on the Hillcrest Shopping Center lasted approximately eight (8) hours. The parties walked through every unit of the mall.

36. At the conclusion of the raid, Defendant immediately closed two (2) businesses, a Metro PCS and a taco restaurant.

37. Yet, while these business closures were immediate, it took Defendant two (2) weeks to issue written citations for the violations, resulting in lost rental income to Plaintiffs for this period without opportunity to cure.

38. Further, Defendant condemned four units at the Hillcrest Shopping Center, including two units, 1021 and 1021 1/2 Hillcrest Drive, on the auspices that Defendant had not

authorized or known about the construction of these units.

39. The grounds for condemnation, was discriminatory and arbitrary.

40. The Hillcrest Shopping Center is located in Zone 1, a commercial zone, and the type, number and size of the condemned units are expressly permitted.

41. Further, Plaintiffs purchased the Hillcrest Shopping Center with the units zoned, constructed and occupied.

42. In fact, Lynch told Meadows that Defendant used ***these very two units*** (Units 1021 and 1021 1/2 Hillcrest Drive) to train employees of the City, including, without limitation, Defendant's Fire Department, prior to Plaintiffs' purchase of the Hillcrest Shopping Center.

43. Defendant's condemnation of Units 1021 and 1021 1/2 interfered with Plaintiff's right to conduct business, including, without limitation, to rent commercial space to tenants.

44. Since March 2017, Plaintiffs have lost, in total, $58,800 in rental income based on the condemnation of Units 1021 and 1021 1/2.

Defendant's Unlawful Seven Month Condemnation of 808 Ridge

45. 808 Ridge is a 59-unit residential apartment building. On July 9, 2019, at approximately 7:30 p.m., (an) unknown arsonist(s) started a fire there.

46. In total, only seven (7) of the 59 units were damaged in the fire, all of which were in a closed and unoccupied separate wing of the building. No unit occupied by any tenant was damaged.

47. Yet, **for five months, between July and December 2019, Defendant condemned the entire 59-unit building,** forcing the summary vacation of the premises of all tenants for the entire time period.

48. As grounds for the condemnation, Defendant's Fire Chief, Jeff McMaster

("McMaster"), reported: (a) that there was "structural" damage to 808 Ridge; and (b) that the fire alarm system at the property did not operate.

49. Both of these grounds were false and were actually known by the City to be false. ***The very next day after the fire***, on July 10, 2019, Stuart Zwang, Professional Engineer License No. 062033695, inspected 808 Ridge, and issued a report stating that there was ***no structural damage*** to the property, **Exhibit 5**.

50. The next day, July 11, 2019, Alarm Detection Services, License No. 127-000143, inspected 808 Ridge, and issued a report stating the ***fire alarm and sprinkler system was fully functional***, and had been at all times relevant, **Exhibit 6**.

51. Both violations cited as grounds for condemning 808 Ridge were addressed and/or repaired *within 24 hours* of the fire. *See* Exhibits 5 and 6.

52. Not only did Defendant improperly condemn the building in the first place, but it refused to lift the condemnation following cure. All 59-units in 808 Ridge remained condemned, and forbidden to be occupied, ***for more than five months***, between July 9, 2019 and December 23, 2019.

53. Defendant's condemnation of 808 Ridge was not rationally related to any legitimate governmental interests.

54. Defendant deliberately caused 808 Ridge to sustain substantial economic loss.

55. By startling contrast, shortly thereafter, in or about October 2019, the Husky Ridge Apartments ("Husky Ridge"), a 120-unit residential apartment complex on the same block as 808 Ridge, owned by a party not related to Plaintiffs, had a fire in a row of townhouses on the second floor.

56. Contrary to its condemnation of 808 Ridge, Defendant did *not* condemn the entire

Husky Ridge structure, or *any* of the units that were not damaged by the fire. Defendant only condemned the Husky Ridge units damaged in the fire.

57. Defendant did not have a rational basis to treat Plaintiffs differently from other similarly situated persons and businesses, including, but not limited to, Husky Ridge.

58. In sum, Plaintiffs lost $267,000 in rental income in connection with the wrongful condemnation of 808 Ridge.

Defendant's Discriminatory Statements and Conduct Relating to 904 Hillcrest

59. On or about February 4, 2017, the City condemned Unit 12 at 904 Hillcrest based an issue with a shower wall, **Exhibit 7**. Plaintiffs immediately made the repairs to the unit and called to schedule the inspection.

60. During this call, Defendant's Code Compliance Inspector, Michael Stuckert ("Stuckert"), told Plaintiffs' maintenance supervisor, Bob Gardner, and Plaintiff's maintenance technician, Robert Segatto, that Defendant would no longer give "special treatment" to "lesbians," referring to Meadows, and *refused to inspect the property* for two days.

61. The law prohibits Defendant from enforcing the Code in a disparate manner based on, among other things, actual or perceived sexual orientation.

62. Defendant's refusal to inspect the property was arbitrary and discriminatory, and resulted in Unit 12 at 904 Hillcrest being condemned without just cause, unlawfully causing 904 Hillcrest to sustain substantial losses.

Defendant's Arbitrary and Discriminatory Conduct Relating to 511 Normal

63. In or about May 2017, HR Green contacted Plaintiffs and demanded that Plaintiffs remove a patch of gravel from 511 Normal. The gravel patch runs approximately 20-feet long by 6 feet wide and sits *completely on Plaintiffs' property*, allowing emergency vehicles, buses, and

other large vehicles to turn around safely.

64. Also, in or about May 2017, the City's Inspections Coordinator, Carl Lenoi ("Lenoi") called Meadows and told Meadows that permit was required for the gravel patch.

65. Yet, when Meadows asked, Leoni and Plass were unable to identify any provision of the Code, or any other state or federal rule or regulation, prohibiting gravel turnarounds. In fact, there was no such rule or requirement.

66. Several other properties in the immediate vicinity, including Hampton Inn DeKalb and the DeKalb Elks Lodge (#765), have similar gravel turnarounds. Yet, no other such property was forced to remove same.

67. By demanding that Plaintiffs remove the patch of gravel, Defendant subjected Plaintiffs to arbitrary and discriminatory enforcement of the Code for no reasonable or justifiable basis.

68. Plaintiffs declined to capitulate on the gravel turnaround and no fine was assessed.

69. However, in retaliation, since June 2017, Defendant cited Plaintiffs for 25 ordinance violations relating to 511 Normal, **Group Exhibit 8.**

70. In each case, Defendant gave no notice or time to cure to Plaintiffs, in contravention of Plaintiffs' Due Process rights and Section 107.2(4) of the Code. Instead, in each case, Defendant *immediately* lodged complaints with the Dekalb County Circuit Court. *See* Exhibit 8.

71. This conduct was arbitrary and discriminatory and lacked a reasonable basis.

Defendant's Arbitrary and Discriminatory Conduct Relating to Hunter Tri Frat

72. Hunter Tri Frat is a residential apartment complex consisting of 40 separate units and three buildings.

73. In or about March 2017, Defendant, through Plass, demanded that Plaintiffs change

every interior door on *every* unit of Hunter Tri Frat, totaling 60 doors, to labeled 90-minute fire-proof doors, **Exhibit 9.**

74. When asked by Meadows, Plass was unable to identify any provision of the Code, or any other state or federal rule or regulation, requiring Plaintiffs to install 90-minute fire-proof doors. In fact, there was not such rule or requirement.

75. By engaging in this conduct, Defendant subjected Plaintiffs to arbitrary and discriminatory enforcement of the Code for no legitimate governmental interest.

76. Plaintiffs declined to capitulate, and no fine was assessed. However, Defendant used the fire-proof door "issue" as a pretext to conduct interior inspections of all three Hunter Tri Frat buildings. Based on this search, Defendant issued various ordinance violations against Plaintiffs, **Exhibit 10.**

77. In each case, no notice of violation or time to correct was given, in contravention of Plaintiffs' Due Process rights and Section 107.2(4) of the Code. Rather, in each case, Defendant *immediately* lodged complaints in the Dekalb County Circuit Court.

78. Subsequently, on July 10, 2019, a small fire was started in the laundry room at 930 Greenbrier.

79. Defendant's Fire Inspection Officer, Lynch, inspected and recommended electrical repairs, **Exhibit 11.**

80. Plaintiffs immediately agreed to make the repairs. On or about July 10, 2019, Plaintiffs hired a licensed contractor, Servpro Damage Restoration ("Servpro"), to perform the electrical work. Servpro completed the job in one day, and power was immediately restored to the building, **Exhibit 12.**

81. Yet, after power was restored, and Plaintiffs requested a re-inspection, the City

refused to re-inspect the building that day. No reason was given for the City's refusal.

82. As a result of Defendant's refusal to re-inspect, the City condemned 930 Greenbrier, forcing 16 residents to be displaced, and losses sustained by said Plaintiff

83. Defendant's condemnation of 930 Greenbrier was not rationally related to any legitimate governmental interests.

Defendant's Arbitrary and Discriminatory Conduct Relating to 808 Ridge

84. In July 2019, Defendant, through Lynch and its Chief Building Official, Dawn Harper ("Harper"), demanded that Plaintiffs install a door latch on every door of every unit at 808 Ridge, **Exhibit 13.**

85. When asked, Lynch and Harper were unable to identify any provision of the Code, or any other state or federal rule or regulation, requiring the installation.

86. In fact, there is no such rule or requirement. Yet, to avoid court hearings and possible fines and penalties for a phantom violation, in or about November 2019, Plaintiffs began to install the latches on the doors at 808 Ridge.

87. Then, in December 2019, Defendant changed course and, through Lynch and Harper, informed Plaintiffs that the City did not want the door latches installed.

88. Defendant's enforcement of the Code relating to the door latches was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

Defendant's Arbitrary and Discriminatory Conduct Relating to Fire Extinguishers

89. In May 2018, Defendant, through Lynch and City Inspector Aaron Walker demanded that Plaintiffs tag every fire extinguisher in every one of its apartment buildings, **Exhibit 14.**

90. When asked, Lynch and Walker were unable to identify any provision of the Code,

or any other state or federal rule or regulation, requiring the tags.

91. Yet, once again, to avoid court hearings and possible fines and penalties for a phantom violation, Plaintiffs tagged all fire extinguishers in all of their buildings, **Exhibit 15.**

92. Then, in December 2019, Defendant changed course and, through Lynch and Harper, told Plaintiffs not only that the tags were unnecessary, but moreover, that certain buildings did not even need fire extinguishers in the first place, **Exhibit 16.**

93. Defendant's enforcement of the Code relating to the fire extinguisher tags was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

Defendant's Arbitrary and Discriminatory Conduct Relating to Hunter Star

94. In or about April 2017, Defendant called Plaintiffs at the Hunter Star apartment complex and notified Plaintiffs that debris from the dumpster had blown onto an adjacent property.

95. The next morning, Stuckert came to the Hunter Star property and issued two citations, **Exhibit 17.**

96. The second citation was issued for *four (4) pieces of paper that were on Plaintiffs' property*, and not on the property of anyone else. *See* Exhibit 18. Yet, when Plaintiffs pointed this out to Stuckert, he told Plaintiffs that the tickets would remain in place.

97. That is, the City *knew* that Plaintiffs had not violated the Code, yet it issued a citation to Plaintiffs anyway.

98. Defendant's enforcement of the Code relating to trash removal at the Hunter Star was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

Defendant's Illegitimate and Harassing Traffic and Parking Tickets

99. In April 2018, Defendant issued two (2) traffic tickets against Plaintiffs for alleged traffic infractions involving company vehicles, totaling $2,100, **Exhibit 18.**

100. Neither of the tickets were legitimate and both were dismissed, **Exhibit 19**.

101. Yet, Plaintiffs had to retain an attorney and appear in court to have the cases dismissed.

102. Defendant's issuance of unwarranted tickets against Plaintiffs was intentional and amounted to deliberate and unjustified official harassment.

103. Defendant, through Police Officer Brian Ballow ("Ballow"), has also targeted Plaintiffs' employees.

104. Also, in April 2018, Defendant, through Ballow, stopped two (2) vehicles titled to Plaintiffs' employee, Meadows.

105. In each instance, Ballow asked the driver for proof of insurance and ran the drivers' license and tags. No reason was given for any of the stops and no tickets were issued.

106. None of the stops were legitimate. They were meant only to intimidate and harass Plaintiffs.

107. Also, in April 2018, Defendant, through Ballow, without warning or proper cause, seized the tag (license plate) off of a vehicle Meadows purchased from a friend, Chad Anderson ("Anderson"), in an intentional act of official harassment and intimidation. Ballows claimed that Anderson called the police and reported the tags stolen. Shortly after the incident, Meadows spoke with Anderson, who confirmed that he never called the police.

108. Similarly, in March 2018, Defendant issued three tickets to automobiles parked outside of the Meadows' home, on the pretext that the vehicles were parked too close to the intersection, **Exhibit 20**.

109. None of the tickets were legitimate, and, but sharp contrast, none of Meadows' neighbors similarly parked, including McMaster, were similarly targeted or ticketed.

110. Defendant did not have a rational basis to treat Plaintiffs differently from other similarly situated persons and businesses.

111. Defendant's pattern of issuing unwarranted tickets against Plaintiffs' employees was intentional and amounted to deliberate and unjustified official harassment.

Defendant's Disparate and Suspicionless Surveillance

112. Between April 2019, to date, Defendant, through its Building Inspector, Frank Beasley, issued various ordinance violations against Plaintiffs for alleged Code violations relating to trash pickup, **Group Exhibit 21**.

113. In each case, Defendant gave Plaintiffs no notice or time to cure, in contravention of Plaintiffs' Due Process rights and Section 107.2(4) of the Code. In each case, Defendant *immediately* filed a complaint in the Dekalb County Circuit Court. *See* Exhibit 21.

114. Defendant's enforcement of the Code relating to the surveillance of Hunter Tri Frat was arbitrary and inconsistent and did not afford Plaintiffs equal treatment under the law.

115. Defendant's arbitrary and discriminatory surveillance of Plaintiffs is intentional, persistent, and ongoing.[1]

Defendant's Harassing Telephone Calls

116. Between February 2019, to date, Defendant's Police Department Dispatch has telephoned Plaintiffs more than 20 times, at all hours of the day and night (often between 1:00 and 5:00 a.m.), for non-emergency reasons.

117. Most recently, on August 22, 2020, Defendant's Police Department Dispatch called

[1] Defendant surreptitiously obtained approximately 100 default judgments against Plaintiffs in ordinance violation proceedings in the Dekalb County Circuit Court ("Circuit Court"), **Group Exhibit 22**. Defendant did this by failing to provide ***any*** notice to Plaintiffs of the ordinance proceedings, the default judgment hearings, and the default judgments themselves. No proof of service was filed in ***any*** of these approximately 100 ordinance violation proceedings. Nonetheless, while Plaintiffs' prior counsel attempted to set aside the defaults, those efforts were ultimately unsuccessful.

Meadows at approximately 2:00 a.m., at 3:00 a.m., and again at 4:00 a.m., for non-emergency matters.

118. Defendant has called Plaintiff in this manner, and at these hours, to harass, intimidate and torment Plaintiffs.

119. Defendant's arbitrary and discriminatory telephone calls, at all hours of the day and night, to Plaintiffs, is intentional, persistent, and ongoing.

COUNT I: EQUAL PROTECTION

120. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

121. The Fourteenth Amendment to the U.S. Constitution prohibits cities from denying equal protection of the laws.

122. While acting under color of state law, Defendant has deliberately, arbitrarily, and unreasonably abused its power by subjecting Plaintiffs to disparate Code enforcement efforts.

123. Such conduct is an unconstitutional abridgement of Plaintiffs' affirmative rights to equal protection of the laws under the Fourteenth Amendment.

124. Defendant's enforcement of the Code is unconstitutional because Defendant treats Plaintiff differently from other similarly situated persons and businesses.

125. Defendant's different treatment of Plaintiff from other similarly situated persons and businesses is not supported by, or rationally related to, a legitimate governmental interest.

126. Defendant's actions are arbitrary and discriminatory, and its enforcement of the Code in irrational and disparate.

127. Defendant, in violation of the Equal Protection Clause, has caused, and will continue to cause, Plaintiffs to suffer undue and actual hardship and irreparable injury.

128. Plaintiffs have no adequate remedy at law to correct the continuing deprivations of

their most cherished constitutional liberties.

129. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has violated the Fourteenth Amendment.

130. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

131. Further, as a direct and proximate result of the Defendant's continuing violations of their rights, Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for injunctive relief enjoying Defendant from further violating Plaintiffs' constitutional rights.

WHEREFORE, Plaintiffs respectfully request that the Court grant the equitable and legal relief set forth in the prayer for relief.

COUNT II: SUBSTANTIVE DUE PROCESS

132. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

133. The Due Process clause of the Fourteenth Amendment to the U.S. Constitution provides that no state shall "deprive any person of life, liberty, or property, without due process of law." *See* U.S. Const. amend. XIV, § 1.

134. Plaintiffs have a protectable property right in each and every one of the Properties.

135. Defendants' enforcement of the Code constitutes a violation of Plaintiff's rights under the Due Process Clause of the Fourteenth Amendment.

136. While acting under color of state law, Defendant deliberately, arbitrarily, and unreasonably abused its power by subjecting Plaintiffs to disparate Code enforcement.

137. In doing so, Defendant deprived Plaintiffs of the economic use and benefit of the Properties.

138. In condemning Plaintiffs' Properties at 808 Ridge, 904 Hillcrest, and 930

Greenbrier, Defendant acted arbitrarily, and in a manner that was not rationally related to any legitimate governmental interests.

139. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has violated their substantive due process rights under the Fourteenth Amendment.

140. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

COUNT III: PROCEDURAL DUE PROCESS

141. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

142. The Due Process clause of the Fourteenth Amendment to the U.S. Constitution provides that no state shall "deprive any person of life, liberty, or property, without due process of law." *See* U.S. Const. amend. XIV, § 1.

143. Plaintiffs have a protectable property interest in the Properties, and the right not to be subjected to arbitrary or discriminatory Code enforcement.

144. Defendant has enforced the Code in an arbitrary or discriminatory manner, in that Defendants have failed to give Plaintiffs reasonable notice and time to complete the repairs and improvements for which they were cited.

145. Permitting Defendant to penalize Plaintiffs under the Code without providing Plaintiffs with any time to comply is unconstitutional.

146. Further, the Code has no safeguards in place to ensure that Defendant gives Plaintiffs (or anyone else) a reasonable time to complete repairs and improvements that have been ordered.

147. Defendant has a financial stake when it penalizes someone under the Code, and thus, it is not a neutral party.

148. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has violated their procedural due process rights under the Fourteenth Amendment.

149. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

COUNT IV: INVERSE CONDEMNATION

150. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

151. The Fifth Amendment of the U.S. Constitution, made applicable to the States through the Fourteenth Amendment, provides that "private property shall not be taken for public use, without just compensation." *See* U.S. Const. amend. V.

152. Plaintiffs have a protectable property interest in the Properties, and the right not to be subjected to arbitrary or discriminatory Code enforcement.

153. While acting under color of state law, Defendant deliberately, arbitrarily, and unreasonably abused its power by subjecting Plaintiffs to disparate Code enforcement.

154. Defendant improperly applied the City's condemnation ordinance, Section 108.4 of the Code, to deprive Plaintiffs of all economic benefits of 808 Ridge for a seven-month period, between ____ and _____.

155. 808 Ridge was rendered completely "economically idle" and useless for these seven months, with no income generated and nearly 200 residents displaced. *See Lucas v. S.C. Coastal Council*, 505 U.S. 1003, 1019 (1992).

156. Defendant's condemnation of 808 Ridge was unconstitutional, resulting in an inverse condemnation and regulatory taking of 808 Ridge without just compensation.

157. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Defendant has unconstitutionally taken their Property.

158. Plaintiffs are also entitled to a judgment under 42 U.S.C. § 1983 for their compensatory and punitive damages stemming from this violation.

COUNT V: FEDERAL CIVIL RICO, 18 U.S.C. § 1962(c) and (d)

159. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

160. Defendant is a person as defined under 18 U.S.C. § 1961(3) and an enterprise as defined under 18 U.S.C. § 1961(4).

161. Defendant has committed more than two acts of racketeering activity within the last ten years and therefore have engaged in a pattern of racketeering activity as defined under 18 U.S.C. § 1961(5).

162. Defendant's multiple related and coordinate acts constitute a pattern of racketeering activity aimed at ousting Plaintiffs from the Properties and depriving Plaintiffs their constitutional and property rights.

163. Each of Defendant's predicate acts are related to one another, as they have the shared aim of harming Plaintiff and forcing Plaintiffs to relinquish ownership of the Properties.

164. Defendant engaged in the pattern of racketeering activities to advance its own interests, as an enterprise, and to further their fraudulent scheme against Plaintiffs under a veil of legitimacy. Defendant used its position to further its racketeering scheme to oust Plaintiffs from the Properties.

165. Defendant is an enterprise and conducted its affairs through a pattern of racketeering activity designed and intended to oust Plaintiffs from the Properties and injure Plaintiffs by depriving them their constitutional and property rights.

166. Defendant's pattern of racketeering amounts to and poses a clear threat of continued criminal activity through the enterprise of the City.

167. Defendant's pattern of racketeering activities has continued for the past four and a half years, and based on the past conduct, the pattern of racketeering will most likely continue into the future with no discernable end and continued threat of repetition.

168. Defendant has orchestrated and conducted the enterprise through a pattern of racketeering activity. Specifically, Defendant, under the guise of City's ordinance proceedings, has engaged in a concerted effort to oust Plaintiffs from the Properties.

169. The City has been turned into an enterprise designed to oust Plaintiffs from the Properties and "run them" from the City through a pattern of racketeering activity.

170. Defendant committed the predicate acts with the knowledge that such acts were part of a pattern of racketeering activity.

171. The Properties are involved in interstate commerce, and Defendant's conduct that consistently interrupted Plaintiffs' business affected interstate commerce.

172. Plaintiff is entitled to compensatory, statutory and punitive damages, costs and attorneys' fees related to Defendant's conduct.

COUNT VII: VOID FOR VAGUENESS

173. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

174. The provisions of Section 107.2 of the Code that requires Defendant to provide notice that "[i]nclude[s] a correction order allowing a *reasonable time* to make the repairs and improvements" for which a person is cited, are so vague as to violate Plaintiffs' due process rights under the Fourteenth Amendment and are therefore void.

175. Section 107.2 of the Code is void for vagueness because it fails to ensure that Defendant provides fair notice of an alleged ordinance violation.

176. Section 107.2 of the Code is also void for vagueness because it fails to ensure that

the Code is not arbitrary and discriminatory enforced.

177. Defendants' assessment of penalties and fines against Plaintiffs for noncompliance where no notice and no time to comply was given, punishes Plaintiffs under the Code, and is inherently penal in nature.

178. The Code does not explicitly and definitely set forth any methodology or standard for determining a reasonable time to make any repair or improvement.

179. The vagueness and standardlessness of Section 107.2 of the Code fosters biased, prejudiced, arbitrary, discriminatory and overreaching exercises of state authority by Defendant.

180. Plaintiffs are entitled to a judgment under 42 U.S.C. § 1983 declaring that Section 107.2 of the Code is void for vagueness under the Fourteenth Amendment of the U.S. Constitution.

COUNT VI: INJUNCTIVE RELIEF

181. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

182. The manner in which Defendant has enforced the Code, and state and federal rules and regulations, violates Plaintiffs' due process rights and rights to equal protection of the laws.

183. Plaintiffs are in need of immediate injunctive relief to prevent Defendants from taking any further action that is detrimental to Plaintiffs' constitutional rights.

184. Plaintiffs will suffer irreparable harm if a preliminary and permanent injunctive relief injunction is not granted.

185. Plaintiffs have raised more than a fair question as to the likelihood that they will succeed on the merits of this claim.

186. Plaintiffs respectfully requests that the Court enter an order under 42 U.S.C. § 1983 enjoining the Defendant from continuing to enforce the Code against Plaintiffs in a discriminatory, unreasonable or arbitrary manner.

COUNT VII: ATTORNEYS' FEES

187. Plaintiffs repeat and reallege the foregoing paragraphs as fully set forth herein.

188. Plaintiffs respectfully request that the Court exercise its discretion to enter an order under 42 U.S.C. § 1988(b) requiring Defendant to pay Plaintiffs their reasonable attorneys' fees in the event Plaintiffs are the prevailing party in this matter.

PRAYER FOR RELIEF

1. That this Court immediately issue a Preliminary Injunction to enjoin Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from enforcing the Municipal Code, Building Code and Property Maintenance Code of the City of DeKalb, so that: (a) Defendant must treat Plaintiffs equally with other persons and businesses similarly situated; and (b) Defendant will not enforce the Codes in any manner to infringe upon Plaintiffs' rights.

2. That this Court immediately issue a Permanent Injunction to enjoin Defendant, Defendant's officers, agents, employees and all other persons acting in active concert with them, from enforcing the Municipal Code, Building Code and Property Maintenance Code of the City of DeKalb, so that: (a) Defendant must treat Plaintiffs equally with other persons and businesses similarly situated; and (b) Defendant will not enforce the Codes in any manner to infringe upon Plaintiffs' rights.

3. That this Court render a Declaratory Judgment declaring Section 107.2 of the Municipal Code, City of DeKalb, Property Maintenance Code, unconstitutional, and declaring that Defendant, Defendant's officers, agents, employees and other persons acting in active concert with them, unlawfully obstructed Plaintiff from exercising Plaintiff's constitutionally protected rights.

4. That this Court render a Declaratory Judgment declaring that Defendant must treat

Plaintiffs equally with other persons and businesses similarly situated, and will not use the Code in any manner to infringe upon Plaintiffs' rights.

5. That the Court award to Plaintiffs compensatory damages, in an exact amount to be proved at trial, statutory damages, punitive damages, and nominal damages.

6. That the Court allow Plaintiffs to recover their reasonable attorneys' fees against Defendants under 42 U.S.C. § 1988.

7. Such other and further relief that is just and proper.

Respectfully submitted,

Hunter Trifrat LLC, Hunter 1011-1027 Hillcrest LLC, Hunter Campus Suites LLC, Hunter Dekalb Properties LLC, Hunter Stadium View Properties LLC, Hunter Ridgebrook Properties LLC, Hunter Normal Properties LLC,

By: _____
One of Plaintiffs' Attorneys

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Frank Lara (No. 06325725)
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EXHIBIT C
(LIST OF REPAIRS)

Court	Citation #	Viol	Docket #	Viol Date	Offense
Administrative	CC20-132	1	20AH2824	09/17/2020	EXTERIOR STRUCTURE/GLAZING
Administrative	CC20-132	2	20AH2824	09/17/2020	RUBBISH OR GARBAGE
Administrative	CC20-131	1	20AH2822	09/17/2020	WEEDS / GRASS FIRST TIME OFFENDER
Administrative	CC20-131	2	20AH2822	09/17/2020	RUBBISH OR GARBAGE
Administrative	CC-131	1	20AH2823	09/17/2020	RUBBISH OR GARBAGE
Administrative	CC20-121	2	20AH2343	08/14/2020	ELECTRICAL EQUIPMENT - INSTALLATION
Administrative	CC20-121	4	20AH2343	08/14/2020	ELECTRICAL EQUIPMENT - INSTALLATION
Administrative	CC20-122	3	20AH2344	08/11/2020	UNSAFE STRUCTURES AND EQUIPMENT
Administrative	CC20-122	8	20AH2344	08/11/2020	IFC - GENERAL REQUIREMENTS
Administrative	CC20-122	10	20AH2344	08/11/2020	INTERIOR STRUCTURE / INTERIOR SURFACES
Administrative	CC20-122	11	20AH2344	08/11/2020	RUBBISH OR GARBAGE
Administrative	CC20-122	12	20AH2344	08/11/2020	IFC - ILLUMINATION EMERGENCY POWER
Administrative	CC20-122	13	20AH2344	08/11/2020	EXTERIOR STRUCTURE-PROTECTIVE TREATMENT
Administrative	CC20-128	1	20AH2812	09/15/2020	RUBBISH OR GARBAGE
Administrative	CC20-129	1	20AH2817	09/16/2020	RUBBISH OR GARBAGE-DISPOSAL
Administrative	CFH20-007	1	20AH3494	10/05/2020	OFFENSES AGAINST PUBLIC PEACE,SAFEFTY, MORALS- CHRONIC DISORDERLY HOUSE
Administrative	CC20-140	1	20AH4295	11/05/2020	EXTERIOR STRUCTURE/GLAZING
Administrative	CFH20-008	1	20AH5032	11/19/2020	OFFENSES AGAINST PUBLIC PEACE,SAFEFTY, MORALS- CHRONIC DISORDERLY HOUSE
Administrative	CC20-130	1	20AH2818	09/16/2020	RUBBISH OR GARBAGE
Administrative	CFH21-001	1	21AH059	01/19/2021	OFFENSES AGAINST PUBLIC PEACE/SAFETY AND MORALS-DISORDERLY HOUSE

EXHIBIT C
(LIST OF REPAIRS)

HUNTER PROPERTIES CODE VIOLATION LIST

ADDRESS	APT	VIOLATIONS	NOTES	STATUS
1100 W Lincoln Hwy (Lincoln Towers)	General	305.3, 308.1, 605.1, 606.1, 1010.1.9.11, 703.2.3, 504.1	Elevator ceiling grate missing, elevator flooring damaged, rubbish throughout hallways, rubbish throughout exterior, collapsed ceiling 6th floor, open wires, Elevator out-of-service, Basement access door is off hinges, Door hardware must be installed in north and south stairwells to allow resident evacuation and FD access to standpipes, Appropriate Knox Box keys not available.	Citation
	508	305.3, 504.1, 305.6, 605.2	Ceiling damaged, water leak from ceiling, closet doors must be on guiderails, damaged electrical outlet faceplate	Warning Letter
	208	504.1, 605.1, 305.3, 305.6, 704.2	Shower Eschutcheon plate must be attached, bathroom light fixture needs proper cover, drywall damage, entrance door hinges loose, smoke detectors removed from mount.	Warning Letter
	604	305.3	Damaged/Collapsed ceiling from water damage-1/20/2020	Condemned
	608	305.3	Damaged/Collapsed ceiling from water damage-02/11/2019	Condemned
	613	305.3	Damaged/Collapsed ceiling from water damage-12/09/2019	Condemned
1011-1027 W Hillcrest Dr (Hillcrest Shopping Center)				

1027	Rocky's		Failed inspections no additional contact since 12/2020	Open Permit
1025-1/2	American Dream Tax Real Estate & Staffing		(sign selling pop)	
1025	Clothing It2 Fashions			
1023-1/2	American Tax Dream/Uhaul		Zoning Citation Pending	
1023	Huskies Discount Tobacco			
~~1021-1/2~~	~~West side 2 upper Apts~~		~~Uninhabitable - Total of 2 Illegal Apts. Remodel plans received. No permit application received~~.	~~Condemned~~
1021	Tacos Salsas Y Carnitas		FLS / Illegal Signage (2 doors)	observed
1019	East side upper Apts - Hillcrest Plaza Apts	304.13/.1/.2, 305.4, 305.5, 306.1.1.6.2, 307.1, 308.1, 308.2, 402.2, 703.2, 704.1, 704.2, 906.1, 906.2, 1008.2.1, 1008.3.2, 1013.3	Windows/door in disrepair/broken, interior stair treads damaged, handrails broken, deterioration of wood framing members, missing handrails, rubbish throughout property-in and out, multiple light fixtures not functional, damaged/missing door closures, smoke detectors missing/need servicing, extingushers missing/discharged, hall lighting missing/inadequate, emergency light not operating or damaged, exit signs not operating or damage	
door marked 1021	Empty		(stone front area)	
1015	Unisex Hair Salon			
1013	Northern Fresh Market			
1011	Sea Captain		FLS	
End Door	Access to Upper Apts		No recent complaints	

TRI-FRAT

1024 W Hillcrest Dr, 930 Greenbrier Rd, 934 Greenbrier Rd	General	108.5, 302.3, 304.13, 305.4, 306.1.1, 308.1, 308.2, 308.2.2, 402.2, 703.2, 704.1, 704.2, 906.1, 906.2, 1008.3.2, 1013.3	Condemned area of building open, sidewalks not cleared of snow and ice, exterior doors don't properly close, interior stair treads damaged, masonry is dilapidated, rubbish throughout property-in and out, multiple light fixtures not functional, damaged/missing door closures, several smoke detectors need servicing, several emergency lights not operating or damaged, several exit signs not operating or damaged	1. Basement Condemned all three Bldgs 2.Citations pending
934 Greenbrier		24-1-105.1	Sprinkler System modified without permit by registered contractor.	Condemned basement
RIDGEBROOK				
835 Edgebrook Dr	General	704.1.1, 704.2.1.2	Inspection and testing of automatic sprinkler system, Fire/smoke alarms	Citation Pending
		304.13, 308.1. 308.2, 703.2, 906.1, 906.2, 1008.2, 1008.3	broken windows/doors, rubbish throughout - in & out, fire doors missing closers, missing or discharged fire extinguishers, hall lighting missing/inadequate, emergency lights not operating or damaged	Observed
832 Ridge Dr	General	704.1.1, 704.2.1.2	Inspection and testing of automatic sprinkler system, Fire/smoke alarms	Citation Pending
	General	304.13, 305.3, 308.1, 308.2, 703.2, 906.1, 906.2, 1008.2, 1008.3	broken window, damaged drywall, rubbish throughout - in & out, fire doors disengaged/missing closers, missing fire extinguishers, hall lighting missing/not operating, emergency lights	Observed
	104		No electric/No heat 10/29/2020	Condemned
	123		No electric/No heat 10/30/2020	Condemned

808 Ridge Dr	General	304.13, 305.3, 308.1, 308.2, 703.2, 906.1, 906.2, 1008.2, 1008.3	broken windows/doors,damaged drywall, rubbish throughout, fire doors missing/disengaged closers, missing or discharged fire extinguishers, hall lighting non-functional, emergency lights not operating or damaged	Observed
	General	water heaters /door closers	Agreement made to have 30% of all water heaters wiring connections updated and 50% all door closers in place each year until completed.	No contact from Tiff for 2020 inspection
	116		Fire 09/16/2020	Condemned

Res 2021-035

Scott, Ruth

From: Nicklas, Bill
Sent: Friday, April 23, 2021 2:41 PM
To: Harper, Dawn; Matthew Rose
Cc: Scott, Ruth
Subject: RE: Hunter Agreement -wrong address

Follow Up Flag: Follow up
Flag Status: Flagged

We will need to present the Council with the revised document at their seats on Monday night—I will make a point of referencing the error in my remarks.

From: Harper, Dawn <Dawn.Harper@CITYOFDEKALB.com>
Sent: Friday, April 23, 2021 2:08 PM
To: Nicklas, Bill <bill.nicklas@CITYOFDEKALB.com>
Cc: Scott, Ruth <Ruth.Scott@CITYOFDEKALB.com>
Subject: FW: Hunter Agreement -wrong address

Bill,
Matt is aware but wanted you to be also, the Ridgebrook apartments consist of 808 Ridge, 832 Ridge and **835** Ridgebrook. On the agenda J 2. 1. Listed is 832 Ridgebrook – 835 is the correct number. This was pulled from the actual Court Filling – Recital A. where it appears the original typo was made.

I apologize for not reading in detail the Draft Agenda. Aaron caught this mistake.

Dawn Harper
Phone 815-748-2372 | Cell 815-762-4328
Email dawn.harper@cityofdekalb.com

City of DeKalb
opportunity - innovation
NOTE WE MOVED
164 E Lincoln Highway

From: Matthew Rose <mrose@drlawpc.com>
Sent: Friday, April 23, 2021 11:55 AM
To: Harper, Dawn <Dawn.Harper@CITYOFDEKALB.com>
Subject: RE: Hunter Agreement

[**NOTICE:** This message originated outside of the City Of DeKalb mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

He's correct. The legal description has it as 835 Edgebrook.

Sincerely,

Matthew D. Rose

Donahue & Rose, PC
9501 W. Devon Ave., Ste. 702
Rosemont, IL 60018
312-541-1078
mrose@drlawpc.com

From: Harper, Dawn <Dawn.Harper@CITYOFDEKALB.com>
Sent: Friday, April 23, 2021 11:54 AM
To: Matthew Rose <mrose@drlawpc.com>
Subject: FW: Hunter Agreement

Matt please review Aaron comment below. 835 Edgebrook 832 Ridge 808 Ridge are the 3 buildings of Ridgebrook.

Dawn Harper
Chief Building Official
City of DeKalb / 164 E Lincoln Hwy / DeKalb IL 60115
815-748-2372

From: Walker, Aaron <Aaron.Walker@CITYOFDEKALB.com>
Sent: Friday, April 23, 2021 11:46 AM
To: Harper, Dawn <Dawn.Harper@CITYOFDEKALB.com>
Cc: Beasley, Frank <Frank.Beasley@CITYOFDEKALB.com>
Subject: Hunter Agreement

Unless I'm wrong, shouldn't the address in the settlement agreement and agenda be 835 Edgebrook Dr? I don't believe there is an 832 Edgebrook.

Aaron Walker | Administrative Associate
City of DeKalb | 164 E Lincoln Highway | DeKalb, IL 60115
Phone: 815-748-2070
Email: aaron.walker@cityofdekalb.com | Website: www.cityofdekalb.com

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