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

CITY OF CHICAGO, a municipal corporation, )

Plaintiff, )

vs. )

ZION PENTECOSTAL CHURCH et. al., )

Defendants. )

No. 00 M1 403395

Re: 4100-08 S. COTTAGE GROVE

CONSENT DECREE

The plaintiff, the City of Chicago ("City"), a municipal corporation, by Mara S. Georges, corporation counsel of the City of Chicago, and her assistant corporation counsel, Scott Sachnoff and the defendant, Andy Schcolnik, acting pro se, 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

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property commonly known as 4100-08 S. Cottage Grove and identified by Permanent Index

Number (PIN) **20-03-215-030** and legally described as:

SUBLOT 1 TO 5 IN MCKEEVER'S SUBDIVISION OF LOT 41 (EXCEPT THE NORTH 33 FEET THEREOF) IN DOBBINS SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

(the "subject building").

**THIS MATTER** coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and the defendant desiring to resolve this case without a trial, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Defendant is the record owner of the subject building, having full control over the subject building, and is legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.
2. Defendant understands that the City's complaint 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 plead guilty, and that the following violations of the MCC still exist:

There is uncompleted electrical, plumbing, heating drywall, cabinetry and fixtures throughout the building.

- \*. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building has a 21% level of depreciation;
- \*. there is no sign on the building identifying the owner and manager of the

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subject building;

- \*. there is no watchman monitoring the subject building between the hours of 4:00 p.m. and 8:00 a.m.

These conditions violate Sections 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-180-010 and following, 13-196-340 through - 730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, 11-8-010 and following of the MCC.

4. Defendant understands that upon defendant's acknowledgment of the above violations 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 entering into this consent decree defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on April 10, 2000, and other occasions including November 19, 2002, and found the violations described in paragraph 3 to exist.
6. Defendant desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree.

## COMPLIANCE SCHEDULE

7. Defendant agrees and stipulates 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

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work, and will apply for and obtain a Certificate of Occupancy if one is required, and that defendant and its employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request. City acknowledges the issuance of permit# 2002-992462, dated October 25, 2002, to deconvert 18 dwelling units to 12 dwelling units and new rear open frame porch per plans.

8. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree, all necessary repair, renovation and construction will be done by licensed contractors and that the work shall meet or exceed the requirements of the MCC. Defendant further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. Defendant further agrees to allow the City's inspectors to conduct all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of ALL dates set forth in paragraph 9 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the MCC.
9. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, defendant has begun work pursuant to the permit referred to above and shall complete repairs to the subject property by no later than January 15, 2004. Reconstruction of the subject building shall occur generally according to the following schedule:
  - A) Commence erection of a barricade to protect the public way the entire facade length of the building on 41<sup>st</sup> Street and Cottage Grove Avenue which is not currently protected by a canopy or an existing exterior stair system leading to the basement level no later than

November 27, 2002, complete erection of same by no later than December 11, 2002, and maintain said barricade until an inspection of the exterior facade reveals no further parapet wall, masonry or brickwork that endangers the public way.

B) Complete all structural work by no later than March 30, 2003;

C) Complete new roof by no later than April 30, 2003;

D) Complete all wash and tuckpointing of exterior brick work by no later than June 30, 2003;

E) Complete all windows and rough carpentry by no later than July 31, 2003;

F) Complete one model condominium unit by no later than August 31, 2003;

G) Complete all rough plumbing throughout the subject building by no later than September 30, 2003;

H) Complete all drywall and taping throughout the subject building by no later than December 31, 2003

I) Substantial compliance by no later than **January 15, 2004.**

**DEFENDANT'S OTHER OBLIGATIONS**

10. Defendant agrees to pay its own costs. The City acknowledges previous payment of all outstanding litigation costs incurred by the City to date in this action.
11. Defendant agrees to maintain insurance sufficient to insure against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$1,000,000, combined single limit until occupancy of any units and further order of court. Defendant has furnished to the City a certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies

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reasonably satisfactory to the City, and in form and content reasonably satisfactory to this City. No less than 30 days prior to the expiration of the previously furnished certificate of insurance, i.e. June 11, 2003, defendant shall provide an updated certificate of insurance valid through the remainder of the completion period in this consent decree.

12. Defendant agrees to monitor the subject property daily and to keep the buildings on the subject property secure in compliance with Department of Buildings Rules and Regulations until such time as the Department of Buildings determines that the subject property is in substantial compliance with the Municipal Code.
13. Defendant agrees to and has registered the subject property as a vacant building with the Department of Buildings as required by the City of Chicago Vacant Building Ordinance, Municipal Code of Chicago §13-12-125 (2001), by certificated dated and tendered on October 28, 2002, which registration shall be kept current and proof of same transmitted to the City until such time as there is no longer a vacant building on the subject property, as defined by the Municipal Code. Defendant further agrees to comply with all requirements of the City of Chicago Vacant Building Ordinance and the Watchman Ordinance, Municipal Code of Chicago §13-12-140 (2001), until such time as there is no longer a vacant building on the subject property, as defined by the Municipal Code.
14. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense. If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendant shall, at its own expense,

correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission or U.S. Mail to the following person:

Andy Schcolnik  
P.O. Box 25516  
Chicago, IL 60625 (773) 784-3141 FAX

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

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

Scott Sachnoff  
City of Chicago Law Department  
30 North LaSalle St., Suite 700  
Chicago, IL 60602  
Telephone: 312/ 744-6979  
Facsimile: 312/ 744-1054.

**REMEDIES AND PENALTIES**

16. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, defendant shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject defendant to the penalties set forth in paragraph 16 of this consent decree.
17. If defendant fails to correct each of the violations of the MCC set forth in paragraph 3 of this consent decree according to the schedule set forth in paragraph 9, the penalty for violation of this consent decree will be:
- A. A fine of \$200.00 per day of violation commencing on the first day after the completion date stated in paragraph 9 of this consent decree, OR a fine of \$10,000.00, whichever is **HIGHER**; AND/OR
  - B. Upon motion of the City, a hearing as to why defendant should not be held in contempt of court and punished accordingly for violation of this consent decree; AND/OR
  - C. Upon motion of the City, the re-instatement of this case and the entry of any appropriate relief, including but not limited to an order of demolition of the



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subject building.

18. After the final completion date set forth in paragraph 9 of this consent decree or any prior or later date ordered by the court, and after the City's inspector(s) determine(s) and the court finds that the subject building in toto is in substantial compliance with the MCC and the Court enters an order reflecting that finding, upon motion of defendant with notice to the City, the City shall issue the appropriate release.

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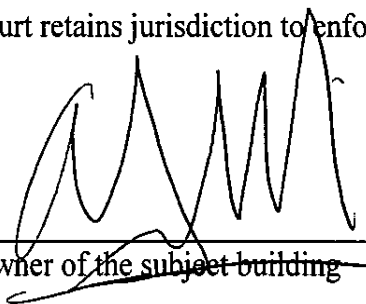
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## DISMISSAL

18. This case is dismissed subject to compliance with the terms of this consent decree.

Either party may record this order with the Cook County Recorder of Deeds. Both parties waive their right to appeal this order. The court retains jurisdiction to enforce the terms of this order.

FOR THE DEFENDANT



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

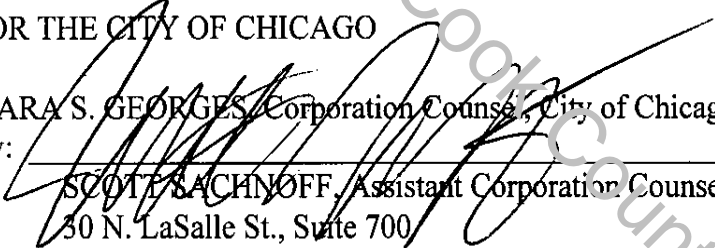
Andy Schcolnik 2035 W. Giddings Chicago, IL 60625 773 764-7900  
Name, present residential address and Telephone number of defendant/owner

Dated: November 20, 2002

FOR THE CITY OF CHICAGO

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

By:



SCOTT SACHINOFF, Assistant Corporation Counsel  
30 N. LaSalle St., Suite 700  
Chicago, IL 60602  
312/744-6979

Dated: November 20, 2002

ENTERED:

Assoc. Judge WILLIAM G. PILEGGI

NOV 20 2002

Circuit Court - 1764

Date

Judge

