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#90909

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

CITY OF CHICAGO, a municipal  
corporation, )

Plaintiff, )

vs. )

S.T.C.R. CO., LAKESIDE BANK, ALL-  
TEMP HEATING, AIR & COOLING, )  
HYDE PARK BANK & TRUST, ED-  
WARD SIMS, ARETHA SIMS, INDE-  
PENDENT TRUST CORP., TR# 15255, )  
MIDWEST PARTNERSHIP, ERNEST )  
BUSH, JR., )

Defendants. )

No. 96 M1 405412

Re: 5830-36 S. Calumet Avenue

1410

CONSENT DECREE

The plaintiff, the City of Chicago ("City"), a municipal corporation, by Brian L. Crowe,  
corporation counsel of the City of Chicago, and his assistant, Scott Sachnoff, and the defendant,

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Ernest Bush Jr., ("Bush"), 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 property commonly known as 5830-36 S. Calumet Avenue and identified by Permanent Index Number (PIN) 20-15-123-017 (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 and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Defendant Bush 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 charged that violations of the Municipal Code of Chicago (MCC) and Illinois law existed at the subject building.
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 and heating systems in the building;

there is uncompleted drywall 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 had a 12% (incomplete) level of depreciation when the case was originally filed;

\* there is no sign on the building identifying the owner and manager of the

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subject building;

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\* there is no watchman on the premises every day continuously between the hours of 4pm and 8am.

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

4. Defendant acknowledges the existence of the above violations and that by signing this consent decree there will not be a trial of any kind on the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on June 11, 1996, and other occasions including July 13, 1998, 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 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 existence of Permit # 97-863764, issued December 17, 1997, per approved plan for the subject property and that said permit covers all work necessary to bring the subject premises into compliance with the MCC.

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, arrange for and accomplish by the City's inspectors, 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 shall complete work by **March 15, 1999**. The reconstruction of the subject building shall occur generally according to the following schedule:
- A 50% completion of all rehab work remaining to be done as of the date of the entry of this order by no later than November 15, 1998.
  - C Substantial compliance/completion by **March 15, 1999**.

**DEFENDANT'S OTHER OBLIGATIONS**

10. Defendant agrees to pay its own costs and defendant agrees to pay all outstanding

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litigation costs incurred by the City to date in this action in the amount of \$ 809.00 and the Clerk of the Circuit Court of Cook County is hereby directed to accept payment of said cost when presented by defendant on any date up to and including August 19, 1998, at which time said Clerk shall evidence the receipt thereof hereafter as receipt # \_\_\_\_\_.

11. Defendant agrees to maintain insurance and has current liability coverage via binder sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$450,000.00 combined single limit. Defendant shall furnish to the City a certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to this City within 21 days of the entry of this order. City acknowledges receipt of documentation evidencing defendant's financial ability to perform repairs specified in this agreement.
12. Pursuant to the Municipal Code of Chicago, Illinois, Ch. 13-12-140, defendant agrees and stipulates the subject building shall be monitored daily and shall maintain an electronic security system at the subject building or shall have a watchman on the premises pursuant to said ordinance until the completion date set forth in paragraph 9 of this consent decree.
13. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense. If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently



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hazardous conditions exist at the subject building, defendant shall, at its own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to both of the following persons:

Ernest Bush, Jr.  
7723 S. State Street  
Chicago, IL 60619  
(773) 483-8075 (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.

14. Defendant agrees to notify the City if, at any time before the subject building is determined to be in substantial compliance with the MCC, there is any change or modification in the ownership of the subject building, or if defendant ceases to have full control over the subject building for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject building, the introduction of new investors in the building, receipt of a notice of sale of delinquent real estate taxes or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting defendant's ownership or ability to comply with this consent decree (including but not limited to assignments, petitions for tax deed, bankruptcies, and liens on the property). Notice 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

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Facsimile: 312/744-1054

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## REMEDIES AND PENALTIES

15. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, defendant shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject defendant to the penalties set forth in paragraph 16 of this consent decree.
16. 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 the entry of a demolition order against the subject building.
17. After the completion date set forth in paragraph 9 of this consent decree or any

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later date ordered by the court, or after the City's inspector determines that the subject building is in substantial compliance with the MCC, upon motion of defendant with notice to the City, the Court will enter an order making such a finding.

**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 or register this order with the Cook County Registrar of Torrens, as appropriate. The court retains jurisdiction of this case to enforce the terms of this order. Each party waives its right to appeal.

FOR THE DEFENDANT

\_\_\_\_\_  
Signature of defendant's attorney, if any

\_\_\_\_\_  
Printed name, address, telephone number and facsimile number of defendant's attorney

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

*Ernest Bush, Jr.*  
\_\_\_\_\_  
Ernest Bush, Jr. 3350 S. Prairie Chicago, IL 60616 IL B200-2005-2110

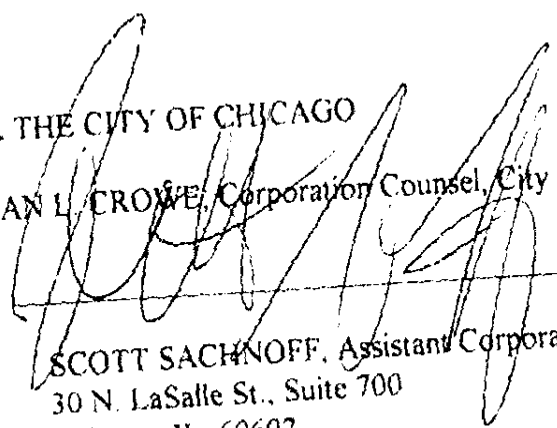
Printed name, present residential address and Drivers License number of defendant or owner

Dated: July 15, 1998

FOR THE CITY OF CHICAGO

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

By:



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

JUDGE CURTIS HEASTON

Dated: July 15, 1998

JUL 15 1998

ENTERED:

CIRCUIT COURT - 225

7-15-98

Date July 15, 1998



Judge

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

\* \* \* LEGAL DESCRIPTION \* \* \* FRONT

Address: 5830 5836 S CALUMET AV  
PI# 20-15-123-017

FRONT

LOT 13 (EXCEPT THE NORTH 1 FOOT 9 INCHES THEREOF) ALL OF LOTS 14, 15 AND 16 AND THE NORTH 11-1/2 INCHES OF LOT 17 (EXCEPT THE WEST 25 FEET OF SAID LOTS CONVEYED TO THE CHICAGO AND SOUTH SIDE RAPID TRANSIT RAILROAD COMPANY) IN BLOCK 2 IN FOLLANSBEE'S SUBDIVISION OF LOTS 17, 18, AND 21 TO 24 BOTH INCLUSIVE, IN NEWHALL, LARNED AND WOODBRIDGE'S SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

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