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

CITY OF CHICAGO, a municipal corporation,)

Plaintiff,)

vs.)

WOODLAWN EAST COMMUNITY AND NEIGHBORS, et al.)

Defendants.)

No. 96 MI 405726

Re: 1411-15 E. 65th Place

CONSENT DECREE

The plaintiff, the city of Chicago ("City"), a municipal corporation, by Brian L. Crowe, corporation counsel of the city of Chicago and his assistant, and the defendant, Woodlawn East Community and Neighbors, Inc., acting ___ pro se or X by counsel David L. Goldstein, 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 1411-15 East 65th Place, Chicago, Illinois and identified by Permanent Index Number (PIN) 20-23-220-004 (the "subject building").

CH-047-11-0000

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 by virtue of a quitclaim deed recorded 7/28/94, 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. Defendant admits that the subject building is dangerous and unsafe and requires substantial reconstruction, and that the following violations of the MCC exist:
 - a. The subject building is vacant and open;
 - b. The plumbing and electrical fixtures are missing or defective throughout;
 - c. The heating system is defective;
 - d. The exterior walls and foundation need masonry work;
 - e. The rear porch is missing;
 - f. The interior walls and ceilings have many holes throughout;
 - g. The flooring is warped and rotting throughout;
 - h. The roof leaks;
 - i. The sashes, frames, doors and trim are missing or defective throughout;

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- j. All glazing is missing;
- k. The lot is full of junk and debris;
- l. 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;
- m. There is no sign on the building identifying the owner and manager of the subject building;
- n. 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 pleading guilty and signing this consent decree there will not be a trial of any kind on the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
- 5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on 8/2/96 and other occasions including 4/6/98 and found some of the violations described in paragraph 3 still 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.

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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.
- 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, which determination shall not be unreasonably withheld. Defendant further agrees to allow the City's inspectors to conduct all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of the completion date set 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 start work by 4/7/98 and shall complete work by 8/1/98. The reconstruction of the subject building shall occur generally according to the following schedule:
 - a. As of 6/10/97, the building has been consistently secure;

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- b. On 7/11/97 the City issued permit #97-851237 covering work to rehabilitate the subject building and repair fire damage;
- c. As of 6/10/97, excessive junk and debris was removed from the subject property;
- d. As of 8/26/97, gutting of the interior was occurring and presently is completed;
- e. As of 1/16/98, exterior tuckpointing and all masonry repairs to parapet walls and back of building were completed, and the installation of basement glass block windows was completed;
- f. As of 4/6/98, all new windows were installed;
- g. Not later than 6/1/98, all interior framing will be completed;
- h. As of 4/6/98, the installation of all rough electrical and plumbing systems is completed;
- i. As of 4/6/98, installation of the building's insulation has begun, to be completed not later than 6/1/98;
- j. Not later than 7/1/98, the building's heating and ventilation system will be completely installed;
- k. Not later than 7/1/98, the installation of all necessary interior drywall and insulation will be completed;
- l. Not later than 7/1/98, reconstruction of the rear porches will be completed;
- m. Not later than 8/1/98, all electrical and plumbing fixtures will be completely installed, including kitchen cabinets;

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n. Not later than 8/1/98, all trim carpentry will be completed and the interior of the subject building will be in substantial compliance with the MCC.

DEFENDANT'S OTHER OBLIGATIONS

- 10. Defendant agrees to pay, in addition to its own costs, all outstanding litigation costs incurred by the City to date in this action in the amount of \$299.00 instanter, as evidenced by receipt number 04/11/98 00011
- 11. Defendant agrees to maintain insurance sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage and to indemnify the City for any harms it may incur while the building stands empty.
- 12. Defendant agrees and stipulates that the subject building shall be monitored daily for security purposes until the completion date set forth in paragraph 9 of this consent decree.
- 13. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense. If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendant shall, at its own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:

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David L. Goldstein
Attorney At Law
35 East Wacker Dr. - Suite 1750
Chicago, IL 60601
Tel.: 312/ 236-5689
FAX: 312/ 782-4519

Steve Givhan
Woodlawn East Community &
Neighbors, Inc. (WECAN)
6450 S. Stony Island Ave.
Chicago, IL 60637
Tel.: 773/ 288-3000
FAX: 773/ 288-3081

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, bankruptcies, and liens on the property). Notice shall be given by facsimile transmission and U.S. Mail directed to:

Joan D. Boman
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/ 744-7683
Facsimile: 312/ 744-1054.

REMEDIES AND PENALTIES

15. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree,

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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 an order of demolition of the subject building.

DISMISSAL

- 17. This case is dismissed subject to compliance with the terms of this consent decree. Each party waives its right to an appeal in this matter. This Court retains jurisdiction of this case to enforce the terms of this consent decree.

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

FOR THE DEFENDANT

[Handwritten signature]

Signature of defendant's attorney, if any

David L. Grossman 35 E. Wacker Dr Chicago IL 60601 #17250.

Printed name and address of defendant's attorney

Wood Lane East Community & Neighbors by Steve Gunkler

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

Wood Lane East Community & Neighbors

Printed name and present residential address of defendant or owner

Dated: 4/7/98

FOR THE CITY OF CHICAGO

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

By:

[Handwritten signature]

JOAN D. BOMAN, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-7683

Dated: 4/7/98

JUDGE CURTIS HEASTON

ENTERED:

APR 07 1998
CIRCUIT COURT - 225

Date

Judge

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

* * * LEGAL DESCRIPTION * * * FRONT

Address: 1411 1415 E 65 PL
PI# 20-23-220-004

FRONT

LOT 33 AND THE EAST 9 FEET 11 3/4 INCHES OF LOT 32 IN
WOODLAWN TERRACE, AS SUBDIVISION OF THE SOUTH 325 FEET
OF THE NORTH 1,815 FEET OF THAT PART LYING EAST OF THE
ILLINOIS CENTRAL RAILROAD OF THE EAST 1/2 OF THE NORTHEAST
1/4 OF
SECTION 23, TOWNSHIP 38 NORTH, RANGE 14,
LYING EAST OF THE 3RD PRINCIPAL MERIDIAN
IN COOK COUNTY ILLINOIS

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