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Property of Cook County Clerk

#90909

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

CITY OF CHICAGO, a municipal corporation,)
)
Plaintiff,)
)
vs.)
)
RICARDO GARCIA, et al.)
)
Defendants.)

No. 98 M1 401160
Re: 4300-06 S. Kedzie Ave.
Room 1109

COOK COUNTY CLERK

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 Ricardo Garcia, acting ___ pro se or X by counsel, Austin Wyman and Ann Pantoga, Tenney & Bentley, 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 4300-06 S. Kedzie Avenue, Chicago, Illinois and identified by Permanent Index Number (PIN) 19-02-407-016, 19-02-407-017 and 19-02-407-018 (the "subject building"). The property's legal description is

LOTS 1 TO 5 INCLUSIVE IN BLOCK 1 IN W. HAYDEN BELLS ARCHER AND KEDZIE AVENUE, SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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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 Ricardo Garcia 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. 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 building was found vacant and open;
 - b. The truss roof leaks;
 - c. The exterior masonry has washed out mortar joints;
 - d. The electrical, plumbing and heating systems are inoperative;
 - e. The floor tiles are peeling up;
 - f. The ceiling tiles are missing or damaged;
 - g. The interior plaster is broken in certain spots;
 - h. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the subject building has a 14% level of depreciation;
 - i. There is no sign on the building identifying the owner and manager of the subject buildings;
 - j. 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 -

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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 9/12/97 and several other occasions including 9/24/98 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.
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 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 1/8/99 and shall complete work by 10/15/99. The reconstruction of the subject building shall occur generally according to the following schedule:
 - a. As of 3/23/98, the building was secured and has been kept secure;

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- b. As of 12/31/98, an architectural plan was obtained for removal and replacement of the truss roof and associated repairs to the building's masonry walls, and the City issued a building permit covering the described repairs;
- c. As of 12/31/98, the truss roof was removed and interior floor joists were shored up;
- d. Not later than 6/16/99, the north wall of the building will be substantially demolished, new steel joists and metal decking will be installed and the north wall rebuilt, new concrete flooring will be poured in the basement, all necessary repairs to the south wall will be completed, and a new truss roof will be installed;
- e. Not later than 7/16/99, architectural plans for all necessary interior reconstruction will be completed and defendant will apply to the City for any additional permits, if necessary;
- f. Not later than 10/15/99, all necessary interior reconstruction and repairs will be completed, and the 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 \$451.00 instanter, as evidenced by receipt number 000026. *THE CLERK OF THE COURT IS AUTHORIZED TO ACCEPT CHECK # 2774 MADE PAYABLE TO CITY OF CHICAGO*
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. Defendant further agrees to furnish or cause to be furnished to the City a certificate or certificates of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to the City.
12. Defendant agrees and stipulates that the subject building shall be kept in a secure condition at all times, and shall be monitored daily 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

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conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:

Ann Pantoga
Tenney & Bentley
111 W. Washington St.
Suite 1900
Chicago, IL 60602
Tel.: 312/ 407-7800
FAX: 312/ 807-4858

Ricardo Garcia
1701 W. 47th Street
Chicago, IL 60609
Tel.: 773/ 247-0622
FAX: 773/ 247-7591

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, 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.

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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

Ann Addis Pantoga
Signature of defendant's attorney, if any

ANN ADDIS PANTOGA, TENNEY + BENTLEY, LLC, 111 W. Washington, Ste. 1900 Chicago, IL 60602
Printed name and address of defendant's attorney

RICARDO GARCIA, 1701 N 4TH ST, CHICAGO IL 60609
Signature of defendant entering consent decree or owner of the subject building

[Signature]
Printed name and present residential address of defendant or owner

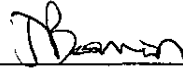
Dated: 1/8/99

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FOR THE CITY OF CHICAGO

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

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

Dated: 1/8/99

JUDGE CURTIS HEASTON
JAN 08 1999
CIRCUIT COURT - 225

ENTERED:

 Date Judge

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