

13

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

DOROTHY GAUTREAUX, et al.,	)	
	)	
Plaintiffs,	)	No. 66 C 1459
	)	
v.	)	No. 66 C 1460
	)	
GEORGE W. ROMNEY, and CHICAGO	)	(Consolidated)
HOUSING AUTHORITY, et al.,	)	
	)	
Defendants.	)	

FILED
DEC 29 1971
H. STUART CUNNINGHAM
At _____ o'clock
CLERK

REPLY MEMORANDUM IN SUPPORT OF PLAINTIFFS'
MOTION FOR FURTHER RELIEF AGAINST CHA

Alexander Polikoff
Milton I. Shadur
Bernard Weisberg
Cecil C. Butler
Charles R. Markels
Merrill A. Freed
Attorneys for Plaintiffs

December 29, 1971

Alexander Polikoff
109 N. Dearborn Street
Chicago, Illinois 60602
641-5570

TABLE OF CONTENTS

	<u>Page No.</u>
I. AS A MATTER OF LAW PLAINTIFFS ARE ENTITLED TO EFFECTIVE REMEDIAL RELIEF IN THIS, NOT SOME OTHER, LAWSUIT	2
II. SCHOOL DESEGREGATION CASES ARE NOT IRRELEVANT; THEY PROVIDE THE CLOSEST ANALOGY FOR HOUSING DESEGREGATION CASES	6
III. PLAINTIFFS HAVE A RIGHT TO THE ORDER THEY SEEK	11
IV. CHA DOES NOT LACK THE POWER TO PERFORM UNDER THE REQUESTED ORDER	15
CONCLUSION	18

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

DOROTHY GAUTREAUX, et al.,	)	
	)	
Plaintiffs,	)	No. 66 C 1459
	)	
v.	)	No. 66 C 1460
	)	
GEORGE W. ROMNEY, and CHICAGO	)	(Consolidated)
HOUSING AUTHORITY, et al.,	)	
	)	
Defendants.	)	

REPLY MEMORANDUM IN SUPPORT OF PLAINTIFFS'
MOTION FOR FURTHER RELIEF AGAINST CHA

CHA's answering memorandum opposes plaintiffs' motion for further relief on two grounds: (1) plaintiffs are said to have no right to the order they seek (pp. 9-15), and (2) CHA could not perform, it says, even if the requested order were entered. (pp. 15-19.) The response to these two arguments is given in Parts III and IV below. But we shall first deal with CHA's assertion, threaded throughout its memorandum, that plaintiffs need a new lawsuit to obtain the relief they seek (Part I hereof), and the separate argument (pp. 19-26) that school desegregation cases do not support the relief sought. (Part II hereof.)

I. AS A MATTER OF LAW PLAINTIFFS ARE ENTITLED TO
EFFECTIVE REMEDIAL RELIEF IN THIS, NOT SOME
OTHER, LAWSUIT

Throughout its brief CHA makes the astounding assertion that plaintiffs need a new lawsuit to obtain the further relief they seek. (See, e.g., pp. 4, 5, 10; 11, 12.) The argument, such as it is, is that this lawsuit, as evidenced by the allegations of the complaint, was confined to site selection practices, that such practices were the "sole wrong" (p.4) complained of, that the order already entered has remedied the "objectionable procedures" (p.5), and that relief in the form of an order to acquire sites without City Council approval amounts to a "new cause of action" (p.10) and presents a "new case" (p.12) which requires a "new lawsuit" (p.10), or at least an "amended complaint." (p.10.)

These assertions are not just wrong; they are irresponsible and needlessly waste the time of the Court and counsel. They completely ignore the firmly established duty of the Court and the parties in all manner of racial discrimination cases* not only to eliminate discriminatory practices for the future but to remedy the effects of the discriminatory practices of the past. CHA's memorandum on this "issue" reads just as if we had

*The three cases cited by CHA to support its views involve, respectively, a libel action by the government under the Federal Food, Drug and Cosmetic Act to condemn a drug product, a false arrest action, and an action by the United States against two Blackfeet Indians for herding cattle on a reservation without a grazing permit. (CHA memorandum, p.10.)

not cited and quoted extensively from the cases referred to on those pages which articulate again and again the obligation to remedy and correct past effects as well as to prohibit future discrimination. We will not burden the Court with a repetitious discussion but simply direct the Court's attention to the many cases cited on those pages which articulate the duty to "eliminate the discriminatory effects of the past," to "undo the results of past discrimination," to "guarantee that the effects of the discrimination should be eliminated," to "correct the effects of their racially discriminatory policies," and the like.

CHA's memorandum is also written as if it were not already the law of this case that there is a duty to remedy past effects; as if this Court's opinion of February 1969 did not direct the submission of judgment orders not only to "prohibit the future use" but also "to remedy the past effects" of CHA's site selection practices, 296 F.Supp. at 914; as if this Court had not entered its judgment order in July 1969 in part "to remedy the past effects" of the site selection practices, 304 F.Supp. at 737; as if CHA had not been ordered to use its best efforts to increase the supply of dwelling units and to take all steps necessary to that end, 304 F.Supp. at 741 (a provision which would have been wholly unnecessary if the objective was only to prohibit discriminatory site selection in the future); and as if this Court had not retained jurisdiction "for all

purposes, including enforcement ..., material changes in conditions existing at the time of this order or any other matter." 304 F.Supp. 741, emphasis added.

Indeed, CHA's memorandum is written as if CHA had not read the complaint in this case which sought, among other things:

"(3) That after a full hearing this Court order defendants to submit for the approval of this Court a comprehensive plan for the selection of future sites in defendants' public housing system which would eliminate the discriminatory aspects of such system, and retain jurisdiction until the same is effectively carried out and completed; and

(4) That plaintiffs and the class they represent be given such other and further relief as the Court may deem just and equitable."
(Complaint, p.15.)

And the memorandum is written as if Rule 54(c) of the Federal Rules of Civil Procedure did not exist. The Rule provides:

"... every final judgment shall grant the relief to which the party in whose favor it is rendered is entitled, even if the party has not demanded such relief in its pleadings."

CHA refers to the Court's statement that it was not in the Court's thinking in July 1969 that it might be necessary for CHA to buy sites and build housing units regardless of whether City Council approval was secured. (p.6.) The inference is that what was in the Court's mind 2-1/2 years ago respecting the then factual situation limits and restricts the Court today in dealing with today's facts. With equal relevance it might be asked whether it was in the Supreme Court's mind in 1954,

when it first decided the Prince Edward County case, that years later it would find it necessary to direct the entry of far-reaching remedial orders in the self-same lawsuit to deal with the local recalcitrance its earlier orders had encountered. Griffin v. School Bd. of Prince Edward County, 377 U.S. 218 (1964).

It is a truism that courts of equity have inherent and extensive powers to shape and modify their remedial orders to the changing needs of a particular situation, whether or not such powers have been expressly reserved. United States v. Swift & Co., 286 U.S. 106, 114 (1932).^{*} CHA's assertions would be put in proper perspective if we could imagine a school desegregation case in which the original order prohibited drawing school boundaries in a discriminatory way in the future but did not require the redrawing of the existing boundaries; in which experience under the order and recalcitrance of the school board showed that the original relief would not do the job of desegregating the school system; and in which the

^{*}In Swift Mr. Justice Cardozo said:

"We are not doubtful of the power of a court of equity to modify an injunction in adaptation to changed conditions ... If the reservation [of the power to modify] had been omitted, power there still would be by force of principles inherent in the jurisdiction of the chancery. A continuing decree of injunction directed to events to come is subject always to adaptation as events may shape the need." 286 U.S. at 114.

school board nevertheless argued that because the complaint had not specifically demanded the redrawing of the boundaries and the court had not initially contemplated that form of relief, a new lawsuit was required before that relief could be granted. It is too late in the day for responsible litigants to be making such arguments.*

II. SCHOOL DESEGREGATION CASES ARE NOT IRRELEVANT;
THEY PROVIDE THE CLOSEST ANALOGY FOR HOUSING
DESEGREGATION CASES

CHA gives three reasons why school cases "do not support the relief" which is now sought. (p.19.)

The first reason is that there is said to be a constitutional right to schooling but not to housing, and that the right to education is possibly the most important function of state and local government. (pp. 22-24.) The second reason is that school boards are said to have the power to do what courts order

*The early view of one court in a school case that the Constitution does not require integration but merely forbids discrimination has been expressly rejected by the later decisions. See United States v. Jefferson County Bd. of Ed., 380 F.2d 385, 389, n.2 (5th Cir. 1967), cert. denied, 389 U.S. 840 (1967). In Hawkins v. Town of Shaw, 437 F.2d 1286 (5th Cir. 1971), a non-school case (see Part II of this memorandum), the court specifically rejected the suggestion that prohibiting future discrimination was sufficient. 437 F.2d at 1292-93.

"We do require, however, that the Town of Shaw, itself, submit a plan for the court's approval detailing how it proposes to cure the results of the long history of discrimination which the record reveals." 437 F.2d at 1293.

them to do, for example, levy taxes, revise boundaries, etc., whereas CHA lacks needed powers because it can only act with the cooperation of HUD, the City of Chicago, title insurance companies, etc. (p.24.) The third reason is that school cases are said not to deal with the problem which lies at the heart of public housing difficulties - the flight to the suburbs - and that none of the dangers presented by that difficulty are supposed to have been considered or analyzed by the courts in the school cases. (pp. 24-26.)

The second of these two reasons, CHA's asserted lack of power, is dealt with in Part IV below. We will treat here with the first and third reasons, but only briefly since they merit no more than a brief response.

The first reason, that schooling is relatively more important than housing, may really be dismissed out of hand. Schooling and housing are both important and the cases outlawing discrimination have not rested on a federal constitutional right to either. The courts and Congress have each recognized the great importance of housing as well as schooling. As early as 1921 Mr. Justice Holmes observed:

"Housing is a necessary of life. All the elements of a public interest justifying some degree of public control are present." Block v. Hirsch, 256 U.S. 135, 156 (1921).*

*See also Mr. Justice Douglas, concurring in Reitman v. Mulkey, 387 U.S. 369, 385-86 (1967):

"[U]rban housing is in the public domain as evidenced ... by the vast schemes of public financing with which the States and the Nation have been extensively involved in recent years. Urban housing is clearly marked with the public interest. Urban housing ... is affected with a public interest in the historic and classical sense."

In 1937 Congress underscored the importance of housing by declaring it to be a national policy "to promote the general welfare of the Nation by employing its funds and credit ... to remedy the unsafe and insanitary housing conditions and the acute shortage of decent, safe, and sanitary dwellings for families of low income ..." Housing Act of 1937, 42 U.S.C. §1401. In 1949 Congress declared that the general welfare and security of the Nation "require housing production ... and the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family." Housing Act of 1949, 42 U.S.C. §1441. In 1968 Congress reaffirmed this national housing goal and found that the Nation's housing was not increasing rapidly enough. Housing and Urban Development Act of 1968, 42 U.S.C. §1441a. Congress could not have been plainer in expressing the view that housing is a fundamental national concern. (Of course it is the fact of governmental discrimination, not the area of life in which it occurs, that governs the right to relief.)

Moreover, as noted in our opening memorandum, school and housing problems are closely related and a number of courts have recently observed that school problems may not be capable of solution unless the problems of housing discrimination are solved as well. See the quotations from the opinions of three different federal judges, all to this effect, set out in the footnote at p.12 of our opening memorandum. The schooling-is-

more-important-than-housing argument is nothing but insubstantial rhetoric.

The third reason given for distinguishing school cases is said to be that they do not deal with the flight to the suburbs. That assertion is simply wrong. Courts in school cases have recognized precisely this problem. For example, see Bradley v. School Board of City of Richmond, Virginia, 51 F.R.D. 139 (E.D. Va. 1970) and 324 F.Supp. 396 (E.D. Va. 1971), adding as defendants the school boards and boards of supervisors of the two counties adjoining the City of Richmond. See also the recognition of, and the effort to deal with, "the ongoing flight to the suburbs by the white population" in United States v. Board of School Commissioners of the City of Indianapolis, 332 F.Supp. 655, 676 (S.D. Ind. 1971), writs of prohibition respecting joinder of suburban school districts denied, Carmel-Clay Schools v. Honorable S. Hugh Dillin, No. 71-1702 (7th Cir. October 1, 1971), and Avon Community School Corp. v. Honorable S. Hugh Dillin, No. 71-1695 (7th Cir. September 27, 1971); and the similar recognition and response in Bradley v. Milliken, ___ F.Supp. ___, No. 35257 (E.D. Mich., orders entered September 27, 1971 and November 5, 1971). See also the quotations set out at page 12 of our opening memorandum which show a keen awareness of the close relationship between housing, particularly public housing, racial patterns and school segregation problems.

Nonetheless, we do not rely exclusively, as CHA implies, on school cases. In a variety of contexts, by no means limited to school problems, courts of equity have recognized the duty to remedy the effects of past discrimination as well as to prohibit

discrimination in the future, and have fashioned remedial orders to that end. United States v. Louisiana is a voting case, Reynolds v. Sims is a reapportionment case, and Lackawanna, Dailey, Hamtramck and Crow are all housing cases, Town of Shaw specifically rejected the suggestion that prohibition of future discrimination, without remedying past effects, was sufficient relief, and Shaw involved discrimination across a spectrum of municipal services, apparently not including schools.*

Each of these cases of course presents its own unique remedial problems, and no-one has suggested that the precise form of relief which is granted in one case is necessarily applicable to the different facts of another. But it is indefensible to argue that the illustrations which the school cases, the voting cases, the reapportionment cases, the housing

*Louisiana v. United States, 380 U.S. 145 (1965); Reynolds v. Sims, 377 U.S. 533 (1964); Kennedy Park Homes Ass'n v. City of Lackawanna, 436 F.2d 108 (2nd Cir. 1970), cert. denied, 401 U.S. 1010 (1971); Dailey v. City of Lawton, Oklahoma, 425 F.2d 1037 (10th Cir. 1970); Garrett v. City of Hamtramck, ___ F.Supp. ___, No. 32004 (E.D. Mich. Nov. 22, 1971); Crow v. Brown, ___ F.Supp. ___, No. 14954 (N.D. Ga. Sept. 7, 1971); Hawkins v. Town of Shaw, 437 F.2d 1286 (5th Cir. 1971). It is no novelty for a court deciding a housing case to rely upon a school case precedent. See, Norwalk CORE v. Norwalk Redevelopment Agency, 395 F.2d 920, 931-32 (2nd Cir. 1968), Dailey, *supra*, 425 F.2d at 1040, Lackawanna, *supra*, 318 F.Supp. at 697, and this Court's prior opinion, 296 F.Supp. at 907, 914. In Crow v. Brown the court said, "[I]n the area of public housing local authorities can no more confine low-income blacks to a compacted and concentrated area than they can confine their children to segregated schools." Excerpt from the opinion at Appendix A, p.i, of our opening memorandum.

cases and many other racial discrimination cases afford of the use of equitable powers to remedy the effects of past discrimination are all somehow irrelevant to the problem of housing discrimination in the Chicago area.

III. PLAINTIFFS HAVE A RIGHT TO THE ORDER THEY NOW SEEK

CHA gives four reasons why plaintiffs are said to have no right to the order they now seek, and why the cases cited in support of that relief are "inapplicable here." (p.10.) CHA acknowledges that we have cited "a line of cases which generally hold that a state cannot interpose a statute to frustrate a federal court's fashioning of a remedy to correct a violation of constitutional rights." (p.10.) But CHA's memorandum fails to deal with or even to mention any of these cases in particular. The sole responsive argument is the four reasons for "inapplicability" now to be discussed.

The first reason is that HUD is supposed to be unable to finance a CHA project "until there has been a local determination by the City of Chicago approving that project." (p.11.) The argument is the sheerest sleight of pen. CHA refers to no federal statute, and there is none, which requires City of Chicago or City Council approval of "that project" or of any project - respecting site acquisition or anything else. The federal statute cited by CHA (42 U.S.C. §1415) does not require

approval of a project but rather that a so-called "local cooperation" agreement be entered into with the "governing body of the locality." 42 U.S.C. §1415(7)(b)(i). There has been such a "cooperation agreement" entered into between Chicago and CHA covering "not to exceed 60,000 dwelling units" and relating to "any low-rent housing projects developed and operated, or to be developed and operated, with the financial assistance of PHA [predecessor of HUD]." (§2(a) of the Consolidated Cooperation Agreement, as amended, between the City and CHA, emphasis added. A true and correct copy of this agreement is attached hereto as Exhibit A.) Thus, the federal requirement for a cooperation agreement has already been satisfied with respect to future CHA projects up to an aggregate of 60,000 housing units.* The only requirement for City Council approval of CHA sites is in the state statute which is the subject of the pending motion.

Moreover, HUD obviously is unaware of any such federal requirement of "approving that project" as the one CHA pretends to have uncovered. In its memorandum of December 17, 1971, referring specifically to plaintiffs' proposal to by-pass the City Council on site selection, HUD states:

"We agree that there is ample precedent for by-passing State statutes which would impede justice to parties who have not obtained effective relief." (p.4.)

*The cooperation agreement cannot be "abrogated, changed, or modified" without the consent of HUD. See the discussion in Part IV of this memorandum.

The second of the four reasons is a restatement of the indefensible position that a new lawsuit is needed to obtain the relief sought:

"[I]n this case, the relief sought and achieved was the elimination of CHA's past site selection procedures ..." (p.11.)

That supposed reason has already been discussed.

The third reason is that there is no evidence that the statute giving the City Council a site selection veto power "was created for the purpose of frustrating plaintiffs' relief" (p.11), or "is being employed by the City Council to frustrate plaintiffs in their efforts to obtain relief..." (p.12.) We pointed out in our initial memorandum that no such discriminatory motivation need be shown - the frustrating effect of the state law is the only determination required. (See our opening memorandum at pages 13-14.) Thus, in United States v. Louisiana there was no determination of (and the Supreme Court expressly declined to pass upon) the state voter qualification statute in question. 380 U.S. at 154, n.17. Nonetheless, the Court affirmed an injunction against application of the statute because it concluded that the effect of continuing to apply the statute would be to frustrate the remedy for past discrimination.

Similarly, in the many other cases cited in our opening memorandum (pp. 9-12), there was no determination that the statute in question had been "created" or was "being employed" to frustrate the relief sought. The courts merely determined

that the effect of the statute was to frustrate such relief. For example, in Greenwood and Bessemer there was no determination that teacher employment statutes had been "created" or were being "employed" to frustrate the efforts of the plaintiffs to obtain relief, but the application of these statutes was nonetheless enjoined because of their effect of frustrating a remedy for school segregation. See our opening memorandum, pp. 10-11, and generally Part III, pp. 8-14.

The fourth and final reason (closely related to the third) is that City Council action or inaction with respect to CHA sites "could obviously rest on reasons other than invidious racial distinctions." (p.12.) Of course it could. So could action under teacher tenure, hiring and assignment statutes. Presumptively, such action would rest not on invidious racial distinctions but on the values inherent in non-discriminatory hiring of teachers, in granting tenure to teachers and in not assigning them involuntarily to different schools. And so might application of voter qualification tests, as in Louisiana v. United States, rest upon the values inherent in having qualified rather than unqualified persons compose the electorate. But, as the cases cited in our opening memorandum (and not responded to by CHA) clearly show, the application of these statutes is enjoined when - and solely because - the effect of their continued application would be to frustrate the efforts of a federal court to remedy the effects of past discrimination.

CHA's four reasons are without merit. The cases discussed in our opening memorandum, which HUD calls "ample precedent," show clearly that the Court has the power to order CHA to by-pass the veto power statute that has so far frustrated effective relief in this case.

IV. CHA DOES NOT LACK THE POWER TO PERFORM UNDER
THE REQUESTED ORDER

CHA's final argument is that it lacks the power to do what we ask - that it is an "impossible act" we seek. (p.19.) Again four reasons are given, the first of which (pp. 15-16) is a repetition of the argument, already dealt with, that HUD could not finance CHA's projects lacking City Council approval of the sites.

The second reason (pp. 16-17) is that land acquisition may be difficult because there will be few negotiated purchases, and a new legal defense - lack of City Council approval - will be available in condemnation proceedings. Surely CHA cannot seriously expect this Court to allow constitutional wrongs to go unremedied because of such speculations as these. Indeed, they do not even amount to assertions of impossibility or lack of power but, at their worst, more time spent in land acquisition. All the more reason to get about the job promptly.

So too with CHA's next speculation (p.17), that title insurance will be difficult to obtain. The sooner such problems

are faced, assuming they appear, the better. (Precisely the same kinds of speculations as to legal and practical difficulties likely to ensue from orders requiring that state statutes be disregarded could be, and sometimes were, advanced in the cases cited in Part III of our opening memorandum. See, e.g., referring to the possibility of litigation over reassignment of teachers, United States v. Greenwood Municipal Separate School District, 406 F.2d 1086, 1094 (5th Cir. 1969).)

Finally, CHA speculates that it will encounter zoning problems. (pp. 17-18.) This concern relates only to some, not all, of the properties to be acquired, and is not even theoretically an objection to going forward with the many sites as to which no zoning changes are required. But even where zoning changes are necessary, CHA's speculation that such changes will not be made is no reason for not entering the order plaintiffs seek.

It is plain, as pointed out in Part V of our opening memorandum, that the Court has ample power to deal with zoning problems if they arise; nor, in the face of the authorities, does CHA argue the contrary. Thus, in Lackawanna the defendants were "enjoined from using any of the City's municipal powers regarding land use ..."; in Dailey they were "enjoined ... from denying the building permit on the ground of a zoning violation"; in SASSO they were affirmatively ordered to "take steps necessary and reasonably feasible under the law to accommodate within a

reasonable time the needs of low income residents ...," and specifically told, "Such steps shall include, so far as necessary and reasonably feasible under the law, ... public housing programs requiring the exercise of the fiscal and eminent domain powers ..."; in Crow some defendants were "enjoined from issuing any instructions ... to refrain from issuing building permits ..." and "from interfering in any way with the construction and completion" of specified projects, while others were ordered to "issue building permits"; and in Hamtramck the defendants were ordered to present a remedial program which was to "include an increase of low and moderate income housing" and to "encompass construction of new housing," all within an "acceptable time schedule." (See the citations and quotations in Part V of our opening memorandum and pp. 24-25 of the Hamtramck opinion and order.)

What CHA does argue is that it has no power to zone and could not by itself handle such problems if they arose. Assuming this to be true,* the remedy would be to join the appropriate

*It is questionable. As pointed out in our opening memorandum (p.24), the City is contractually obliged under its cooperation agreement with CHA to "make such changes in any zoning of the site and surrounding territory of [CHA projects] as are reasonable and necessary for the development and protection of such Projects." Cooperation Agreement, ¶6(c). Moreover, the cooperation agreement cannot be "abrogated, changed, or modified" without the consent of HUD. ¶12. Such agreements are enforceable by housing authorities. See Housing Authority v. City of Los Angeles, 243 P.2d 515 (S.Ct. Cal. en banc 1952), cert. denied, 344 U.S. 836 (1952); State ex rel Great Falls Housing Authority v. City of Great Falls, 100 P.2d 915 (S.Ct. Mont. 1940); and Housing Authority of Milbourne v. Richardson, 196 So.2d 489 (Fla. Dist. Ct. App. 1967). Thus, if the City should be uncooperative in the development of housing on sites acquired by CHA, it may well be within CHA's power to obtain the cooperation (already promised it) by an appropriate equitable action.

additional parties as defendants to the action. The Court has the undoubted power to do this (see Part IV of our opening memorandum), and the "affirmative obligation to seek means of disestablishing state-imposed segregation must be shared by all agencies, or agents of the state ..." Franklin v. Quitman County Board of Education, 288 F.Supp. 509, 519 (N.D. Miss. 1968), quoted at p.18 of our opening memorandum.

The issue, then, is should the City, the Mayor and the Aldermen be made parties now. HUD urges this and, by logical implication from its zoning argument, so does CHA. It is the plaintiffs' view that since zoning problems will not arise, if at all, until land is acquired, it is premature to anticipate such difficulties now. The first step is site acquisition, and this step CHA has the power to take if this Court orders it. If, however, the Court holds a different view and believes with HUD and perhaps CHA that now is the time to join additional defendants, it remains true that site acquisition is the first step and should be taken even while, to anticipate future problems, additional parties are being joined. Thus, the order plaintiffs seek should be entered even if the Court directs that additional parties should now be added.

CONCLUSION

CHA's arguments are insubstantial. Although it is true (as CHA suggests) that full relief requires a metropolitan plan, the inference that pending the preparation and implementation

of such a plan nothing more should be done in Chicago is inadmissible. It is clear that additional housing is needed both within and without the City of Chicago if the effects of the past discrimination are to be fully remedied. As this Court's previous orders have recognized, housing within Chicago must go forward promptly. Without defaulting in its duty as a court of equity, this Court cannot permit its remedial efforts to be frustrated any longer by foot-dragging and intransigence. By its unresponsive memorandum on the point CHA tacitly concedes (and HUD has explicitly affirmed) that this Court has the power to direct that CHA disregard the City Council site selection veto power which has so far been an obstacle to implementation of the Court's judgment order. That step should now be taken.

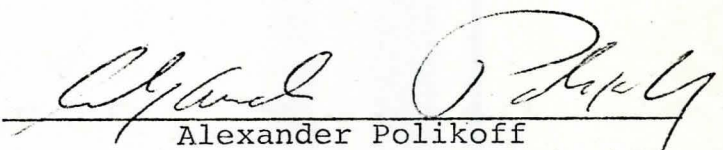
The pending motion asks for a specific plan in three stages.* It does not yet ask for an order directing that sites actually be acquired, but only for a program setting forth the specific steps to be taken to acquire sites and provide housing. A proposed form of such an order, which provides for a hearing on the submitted plans before entry of the further orders which would actually direct site acquisition, is attached hereto. Such an order, similar in principle to those entered in Town of

*The first stage is not moot as CHA suggests. (p.9.) The Court and plaintiffs should be provided with a specific plan showing how many of the sites (after CHA's long delay) are still available, how many housing units will be provided thereon, and a timetable.

Shaw, Hamtramck, and many other cases, is essential if CHA and this case are to be moved off dead center, and if the power and duty of a federal court to vindicate federal constitutional rights are not to be balked by local agencies.

Respectfully submitted,

Alexander Polikoff
Milton I. Shadur
Bernard Weisberg
Cecil C. Butler
Charles R. Markels
Merrill A. Freed
Attorneys for Plaintiffs

By: 
Alexander Polikoff
One of the Attorneys for Plaintiffs

December 29, 1971

Alexander Polikoff
109 N. Dearborn Street
Chicago, Illinois 60602
641-5570

CONSOLIDATED COOPERATION AGREEMENT

THIS AGREEMENT entered into this 24th day of July, 1957,
by and between the CITY OF CHICAGO (hereinafter called the "City"), and the
CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"), Witnesseth:

WHEREAS, the City heretofore has entered into various Cooperation Agreements
with the Local Authority in which the City has agreed to assist and cooperate with
the Local Authority, and the Local Authority has agreed to make Payments in Lieu of
Taxes, in connection with the development and administration of federally-assisted
low-rent housing within the corporate limits of the City, in accordance with the
provisions of the United States Housing Act of 1937, as amended, and the Annual
Contributions Contracts with the Federal government pursuant thereto; and

WHEREAS, the various Cooperation Agreements heretofore referred to are
identified as follows:

Agreement dated August 6, 1952, covering Illinois 2-1, Ida B. Wells Homes;

Agreement dated April 30, 1946, covering Illinois 2-9, Dearborn Homes;

Agreement dated July 23, 1951, covering Illinois 2-7 and Illinois 2-8,
Altgeld Gardens and Wentworth Gardens;

Agreement dated July 23, 1951, covering Illinois 2-23, Jane Addams Houses;
Illinois 2-24, Julia C. Lathrop Homes; and Illinois 2-25, Trumbull Park
Homes;

Agreement dated August 6, 1952, covering Illinois 2-2, Frances Cabrini
Homes; Illinois 2-3, Robert H. Brooks Homes; Illinois 2-4, Bridgeport
Homes; and Illinois 2-5, Lawndale Gardens; and

Agreement dated March 1, 1950, covering the development of not more
than 40,000 units of low-rent housing by the Local Authority pursuant
to or subsequent to the Housing Act of 1949, as amended, and with
respect to which the Local Authority has developed and is undertaking
the operation of the following Projects:

Illinois 2-11, Philip Murray Homes
Illinois 2-13, Frank O. Lowden Homes
Illinois 2-14, Victor A. Olander Homes
Illinois 2-15, Leclaire Extension
Illinois 2-16, Harold L. Ickes Homes
Illinois 2-17, Grace Abbott Homes
Illinois 2-18, Ida B. Wells Extension
Illinois 2-19, Henry Horner Homes
Illinois 2-26, Victor A. Olander Extension

EXHIBIT A

and is now undertaking the development of additional low-rent housing projects identified as follows:

Illinois 2-6, Dorney Homes
Illinois 2-20, Frances Cabrini Extension
Illinois 2-21, Rockwell Gardens
Illinois 2-22, Statsway Gardens
Illinois 2-29, Prairie Avenue Courts Extension
Illinois 2-30
Illinois 2-31
Illinois 2-32
Illinois 2-33
Illinois 2-34
Illinois 2-35
Illinois 2-36
Illinois 2-37

Specific descriptions and locations of these Projects are included in Schedules A and B attached hereto and incorporated as part of this Agreement; and

WHEREAS, the Local Authority now proposes to enter into a Consolidated Annual Contributions Contract with the PUBLIC HOUSING ADMINISTRATION (herein called the "PHA") for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended; and

WHEREAS, in connection therewith, the PHA requires that existing Cooperation Agreements with the City be amended as provided by the Consolidated Annual Contributions Contract; and

WHEREAS, the parties desire to consolidate their undertakings with respect to all such low-rent housing developments under a single Agreement so as to give effect to the provisions of the Federal law and the Consolidated Annual Contributions Contract between the Local Authority and the PHA:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties do agree as follows:

1. The Agreements described above are hereby consolidated into this Agreement and this Agreement is hereby substituted for such Agreements; Provided, that this Agreement shall in no way affect outstanding obligations, rights, and other

actions taken pursuant to such Agreements, all of which matters shall be administered pursuant to and under this Agreement. This Agreement shall govern the rights and obligations of the parties hereof providing for local cooperation, as required by the Housing Act of 1937, as amended, and the Consolidated Annual Contributions Contract.

2. Whenever used in this Agreement:

- (a) The term "Projects" shall mean those federally-aided, low-rent housing projects developed and operated by the Local Authority with the financial assistance of the PHA, prior to the adoption of the Housing Act of 1949, and identified in Schedule A, attached hereto and made a part hereof, and any low-rent housing projects developed and operated, or to be developed and operated, with the financial assistance of PHA, pursuant to or subsequent to the adoption of the Housing Act of 1949, as amended, which in the aggregate may not exceed 40,000 dwelling units. The Projects heretofore developed or now in development pursuant to this latter authorization are identified in Schedule B, attached hereto and made a part hereof.
- (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

3. The Local Authority is undertaking the development, improvement and operation of certain low-rent housing projects under a Consolidated Annual Contributions Contract with the PHA for loans and annual contributions in connection with such Projects and shall undertake to develop and administer any and all Projects thereunder and such other Projects with respect to which the PHA shall agree to render financial assistance.

4. Under the Constitution and the Statutes of the State of Illinois, all Projects are exempt from all real and personal property taxes levied and imposed by any taxing body with respect to any Project, and so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, or any monies due to the PHA in connection with said Project shall remain unpaid, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes upon such Project, or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (hereinafter called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the public services and facilities furnished by the City from time to time without either cost or charge

for, or with respect to such Project. Each such annual Payment in Lieu of Taxes shall be made in accordance with Section 29 of the Illinois Housing Authorities Act, as amended, and shall be in an amount equal to ten per cent (10%) of the aggregate Shelter Rent collected by the Local Authority in respect to such Project during the preceding calendar year; Provided, however, that upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project, or assets of the Local Authority shall attach, nor shall any interest or penalties accrue, or attach on account thereof.

The Payments in Lieu of Taxes shall be distributed among the Taxing Bodies in accordance with Section 29 of the Illinois Housing Authorities Act, as amended; Provided, however, that no payment for any year shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Projects were not exempt from taxation.

5. The City agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of any Project undertaken subsequent to the Housing Act of 1949, and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, that, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, that this paragraph 5 shall not apply in the case of any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project.

With respect to Projects Nos. Illinois 2-1, 2-2, 2-3, 2-4 and 2-9, the requirements for eliminating unsafe or insanitary dwelling units has been accomplished as established by the relevant Cooperation Agreements previously listed. It

is agreed that no provision for elimination of unsafe or insanitary dwelling units was required with respect to Projects Nos. Illinois 2-7, 2-8, 2-23, 2-24 and 2-25 (which Projects were originally constructed by the Federal government).

6. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either such Project is used for low-rent housing purposes, or any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the City, without cost or charge to the Local Authority, or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- (a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City; including, but not limited to educational, fire, police and health protection services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within the Project and on the boundaries thereof; and also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;
- (b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to

the Local Authority such interest as the City may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the City, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

- (c) Insofar as the City may lawfully do so, grant such deviations from the Building Code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Projects;
- (d) Accept grants of easements necessary for the development of such Projects;
- (e) Cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects;
- (f) Waive such building and inspection fees as may be payable by the Local Authority if it becomes subject to the payment of such fees with respect to the following Projects:

Illinois 2-1, Ida B. Wells Homes;
Illinois 2-2, Frances Cabrini Homes;
Illinois 2-3, Robert H. Brooks Homes;
Illinois 2-4, Bridgeport Homes;
Illinois 2-5, Lawndale Gardens;
Illinois 2-9, Dearborn Homes.

7. In respect to any Project, the City further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

- (a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the City;
- (b) It will accept the dedication of all streets, roads, alleys and adjacent sidewalks bounding the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement and paving thereof in accordance with specifications acceptable to the City; provided, however, that the Local Authority shall not be required to perform or pay for any more work, with respect to such streets, roads, alleys and adjacent sidewalks bounding the area of such Project, than could be lawfully assessed against the Project site if it were privately owned; and
- (c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site for such work if such site were privately owned.

8. If the City shall, within a reasonable time after written notice from the Local Authority, fail or refuse to furnish or cause to be furnished any of the

services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

9. Nothing in this Agreement shall be construed as limiting the power of the City to furnish aid and cooperation other than and in addition to the matters more particularly described in this Agreement.

10. The City consents to the assignment of this Agreement for the protection of the holders of any bonds issued to aid in financing the Projects.

11. This Agreement constitutes the sole agreement between the Local Authority and the City in connection with federally-assisted low-rent housing with respect to Payments in Lieu of Taxes on Projects and the furnishing of public services therefor, and all the other existing agreements between the City and the Local Authority are hereby rescinded and abrogated.

12. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

13. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project pursuant to this Agreement:

- (a) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid (1) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the City on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (2) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
- (b) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause (a)(1) of this Section 13; Provided, that the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project;
- (c) The City shall distribute the payments made to

it pursuant to clauses (a) and (b) of this Section 13 among the local public bodies (including the City) in proportion to their respective aggregate contributions to such Project.

14. The City certifies that all conditions precedent to the valid execution and delivery of this Agreement on its part have been complied with, that all things necessary to constitute this Agreement its valid, binding, and legal agreement on the terms and conditions and for the purposes herein set forth have been done and have occurred, and that the execution and delivery of this Agreement on its part have been and are in all respects duly authorized in accordance with law.

The Local Authority similarly certifies with reference to its own execution and delivery of this Agreement.

IN WITNESS WHEREOF the City and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF CHICAGO, ILLINOIS

By /s/ RICHARD J. DALEY
Mayor

ATTEST: (Seal affixed)

/s/ JOHN C. HOPKIN
City Clerk

CHICAGO HOUSING AUTHORITY

By /s/ JOSEPH P. SULLIVAN
Chairman

ATTEST: (Seal affixed)

/s/ W. D. KIAN
Secretary

AMENDMENT TO
CONSOLIDATED COOPERATION AGREEMENT

CONFIDENTIAL COPY

THIS AMENDMENT entered into this 22nd day of June, 1959, by
and between the CITY OF CHICAGO (hereinafter called the "City"), and the
CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"),
Witnesseth;

WHEREAS, the parties hereto have heretofore entered into a
Consolidated Cooperation Agreement, dated July 24, 1957, and desire to amend
said Agreement;

NOW, THEREFORE, in consideration of the undertakings and mutual
covenants hereinafter set forth, the parties do agree as follows:

1. Section 4 of the Consolidated Cooperation Agreement, dated
July 24, 1957, entered into between the parties hereto, is hereby amended
to read as follows:

"4. Under the Constitution and the Statutes of the
State of Illinois, all Projects are exempt from
all real and personal property taxes levied and
imposed by any taxing body with respect to any
Project, and so long as either (a) such Project
is used for low-rent housing purposes, or (b)
any contract between the Local Authority and
the PHA for loans or annual contributions, or
both, in connection with such Project remains
in force and effect, or (c) any bonds issued in
connection with such Project shall remain out-
standing, or any monies due to the PHA in con-
nection with said Project shall remain unpaid,
whichever period is the longest, the City agrees
that it will not levy or impose any real or per-
sonal property taxes upon such Project, or upon
the Local Authority with respect thereto.
During such period, the Local Authority shall
make annual payments in lieu of such taxes
(hereinafter called 'Payments in Lieu of Taxes'),
in accordance with Section 29 of the Illinois
Housing Authorities Act, as amended, in payment
for the public services and facilities which
are furnished by the City, without either cost
or charge for or with respect to such projects.

"After a Project is or has been occupied in
whole or in part, and annually thereafter, the
Local Authority is obligated to make Payments
in Lieu of Taxes in an amount equal to ten per
cent (10%) of the Shelter Rentals charged by
the Local Authority in respect to such Project
during the preceding calendar year; Provided,

however, that upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties occur or attach on account thereof.

"The Payments in Lieu of Taxes shall be distributed among the Taxing Bodies in accordance with Section 29 of the Illinois Housing Authorities Act, as amended; Provided, however, that no payment for any year shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Projects were not exempt from taxation."

2. Section 6(a) of the Consolidated Cooperation Agreement, dated July 24, 1957, entered into between the parties hereto, is hereby amended to read as follows:

"(a) Furnish or cause to be furnished to the Local Authority and the tenants of such public services and facilities of the same character and to the same extent as are furnished at the date hereof, i.e. July 24, 1957, without cost or charge to other dwellings and inhabitants in the City; including, but not limited to educational, fire, police and health protection services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within the Project and on the boundaries thereof; and also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City."

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed in their respective names and their respective seals to be impressed hereon and attested as of the date and year first above written.

APPROVED

/s/ John C. Melaniphy
Corporation Counsel

ATTEST:

/s/ John C. Marcin
City Clerk

CITY SEAL AFFIXED

ATTEST:

/s/ Alvin E. Rose
Secretary

AUTHORITY SEAL AFFIXED

CITY OF CHICAGO

By /s/ Richard J. Daley
Mayor

CHICAGO HOUSING AUTHORITY

By /s/ Joseph P. Sullivan
Chairman

AMENDMENT NO. 2 TO
CONSOLIDATED COOPERATION AGREEMENT

THIS AMENDMENT entered into as of this 10th day of February, 1969, by and between the CITY OF CHICAGO (hereinafter called the "City") and the CHICAGO HOUSING AUTHORITY (hereinafter called the "Local Authority"),

W I T N E S S E T H

WHEREAS, the City and the Local Authority entered into a Consolidated Cooperation Agreement, dated July 24, 1957, as approved by the City Council on June 27, 1957 and as amended pursuant to approval of the City Council on May 27, 1959; and

WHEREAS, under the terms of said Cooperation Agreement the City agreed to assist and cooperate with the Local Authority, and the Local Authority agreed to make payments in lieu of taxes, in connection with the development and administration of federally-assisted low-rent housing within the corporate limits of the City, in accordance with the provisions of the United States Housing Act of 1937, as amended, and the Annual Contributions Contract with the federal government pursuant thereto; and

WHEREAS, said Consolidated Cooperation Agreement contemplated the development of not to exceed 40,000 dwelling units; and

WHEREAS, the Local Authority advises that total dwelling units completed and in management or in planning, design and development by the Chicago Housing Authority approximate 40,000 dwelling units; and

WHEREAS, the parties hereto desire to amend said Agreement to provide for the development of not to exceed 60,000 dwelling units;

NOW, THEREFORE, in consideration of the undertakings and mutual covenants hereinafter set forth, the parties do agree as follows:

COPY CONFORMED

BY: AT

The Consolidated Cooperation Agreement dated July 24, 1957, entered into by the parties hereto and amended on June 22, 1959, is hereby further amended by deleting from Section 2(a) thereof the number "40,000" and substituting in lieu thereof the number "60,000."

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above-written.

CITY OF CHICAGO, ILLINOIS

By: RICHARD J. DALEY
Mayor

(SEAL)

Attest:

JOHN C. MARCIN
City Clerk

CHICAGO HOUSING AUTHORITY

By: CHARLES R. SWIBEL
Chairman

(SEAL) - AFFIXED

Attest:

C. E. HUMPHREY
Secretary

APPROVED:

RAYMOND A. SIMON
CORPORATION COUNSEL

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

FILED

DEC 29 1971

STUART CUNNINGHAM
Clerk
At 10 o'clock

DOROTHY GAUTREAUX, et al.,	)	
	)	
Plaintiffs,	)	No. 66 C 1459
	)	
v.	)	No. 66 C 1460
	)	
GEORGE W. ROMNEY, and CHICAGO	)	(Consolidated)
HOUSING AUTHORITY, et al.,	)	
	)	
Defendants.	)	

ORDER

This matter coming on to be heard pursuant to plaintiffs' motion for further relief filed November 24, 1971, and the Court having considered the oral and written presentations of the parties and being fully advised; and the Court having retained jurisdiction of this matter for all purposes, specifically including enforcement of this Court's judgment order of July 1, 1969, which order, among other things, obligates the defendant Chicago Housing Authority ("CHA") to "use its best efforts to increase the supply of Dwelling Units as rapidly as possible in conformity with the provisions of [such] judgment order," and directs CHA to "take all steps necessary to that end, including making applications for allocations of federal funds and carrying out all necessary planning and development;" and it appearing to the Court that

pursuant to such reservation of jurisdiction further orders are necessary to enforce such judgment order and "to remedy the past effects of CHA's unconstitutional site selection" as provided in this Court's Memorandum Opinion of February 10, 1969;

IT IS HEREBY ORDERED:

1. CHA shall file with the Court and serve upon attorneys for plaintiffs within 15 days from the date hereof (i.e., on or before January 18, 1972) a specific plan for,

- (a) the prompt acquisition by CHA of sites for public housing units previously submitted by CHA to the City Council of the City of Chicago ("City Council") pursuant to this Court's orders of July 20, 1970 and March 1, 1971, and since approved by the City Council, and
- (b) the prompt construction of public housing units thereon,

such plan to include specific identification of sites to be acquired, the number of housing units to be constructed thereon, and a specific time schedule by which all major steps to and including the completion and renting of housing units thereon are proposed to be accomplished;

2. CHA shall file with the Court and serve upon attorneys for the plaintiffs within 30 days from the date hereof (i.e., on or before February 2, 1972) a specific plan for,

(a) the prompt acquisition by CHA, regardless of any action taken or not taken by the City Council, of such number of additional sites for public housing units as will, when added to the sites referred to in paragraph 1 of this order, permit CHA to provide the 1500 public housing units referred to in this Court's orders of July 20, 1970 and March 1, 1971, and

(b) the prompt provision of public housing units thereon,

such plan to include specific identification of sites to be acquired, the number of housing units to be constructed or otherwise supplied thereon, and a specific time schedule by which all major steps to and including the completion and renting of housing units thereon are proposed to be accomplished; and

3. CHA shall file with the Court and serve upon attorneys for the plaintiffs within 45 days from the date hereof (i.e., on or before February 17, 1972) a specific plan for,

(a) the prompt acquisition by CHA, regardless of any action taken or not taken by the City Council, of such number of additional sites for public housing units as will permit CHA to provide 7,000 public housing

units in addition to the 1500 such
units hereinabove referred to, and

(b) the prompt provision of public housing
units thereon,

such plan to include the proposed method for specific identification of the sites to be acquired and a specific time schedule by which all major steps to and including the completion and renting of housing units thereon are proposed to be accomplished.

4. A hearing for the consideration of each of such plans, respectively, and the entry of further orders in connection therewith, is hereby set, without further notice, 15 days following the last day for the filing and service thereof, at 10 o'clock A.M., to wit, on February 2, 1972, February 17, 1972 and March 3, 1972, respectively.

ENTER:

Judge

January 3, 1972