

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

CABRINI-GREEN LOCAL ADVISORY COUNCIL,	)	
	)	
	)	
Plaintiff,	)	
	)	96 C 6949
-vs-	)	
	)	Hon. David H. Coar
CHICAGO HOUSING AUTHORITY and	)	
JOSEPH SHULDINER, CITY OF CHICAGO;	)	Magistrate Judge
RICHARD M. DALEY,	)	Rebecca R. Pallmeyer
	)	
Defendants.	)	

CONSENT DECREE

Plaintiff CABRINI-GREEN LOCAL ADVISORY COUNCIL (the "LAC"); JOSEPH SHULDINER and the CHICAGO HOUSING AUTHORITY (the "CHA" or "the CHA defendants"); and RICHARD M. DALEY, and the CITY OF CHICAGO (the "City" or "the City defendants"), hereby agree to the entry of this Consent Decree in order to obtain a full and final settlement of all claims alleged in this case or that could have been alleged herein with respect to the design and implementation of the Near North Redevelopment Initiative ("NNRI") and HOPE VI revitalization plans for Cabrini-Green, either by the LAC or by the residents of Cabrini-Green, who are members of and represented by the LAC.

The LAC brought this case alleging that the NNRI, including CHA's HOPE VI plan, displaced Cabrini-Green residents and reduced the supply of affordable housing units at Cabrini, thereby resulting in a discriminatory impact upon African Americans, women and children. As such, the LAC asserted that the CHA defendants had violated the Fair Housing Act, 42 U.S.C. § 3604(a) and (b);

Title VI of the Civil Rights Act, 42 U.S.C. § 2000d; the HOPE VI Statute, 42 U.S.C. § 1437l, note and 42 U.S.C. 1437v(d)(2); the City's Consolidated Plan required under the HOPE VI Statute; the Uniform Relocation Act, 42 U.S.C. § 4625(c)(1) and (3) and various implementing regulations; and previous Memoranda of Agreement the CHA executed with the LAC. Finally, the LAC asserted that the CHA defendants had excluded the residents of Cabrini-Green from the planning process that gave rise to the NNRI and consequently violated Sections 18 and 24 of the United States Housing Act, 42 U.S.C. §§ 1437p(b)(1) and 1437v(d)(2); as well as their contractual obligations to the residents under a May 28, 1993 Memorandum of Agreement between the LAC and CHA.

The LAC further claimed that the City defendants' NNRI violated the Fair Housing Act, 42 U.S.C. § 3604(a) and (b); Title VI of the Civil Rights Act, 42 U.S.C. § 2000d; the Housing and Community Development Act, 42 U.S.C. §§ 5304(b)(2), 5304(d)(2)(A)(i) and (iv), and 5309(a); and the Community Development Block Grant agreement between HUD and the City.

Plaintiff's complaint and amended complaint sought declaratory and injunctive relief prohibiting the defendants from implementing the NNRI and CHA's HOPE VI plans.

Since the initiation of the lawsuit, both the CHA defendants and the City defendants have denied that any Cabrini-Green resident would be displaced as a result of the NNRI and CHA's HOPE VI plans for the community. They have not only denied any and all liability in the case, but insisted that unless the NNRI and HOPE VI plans

were implemented, all public housing would disappear from the Cabrini-Green neighborhood as a result of federal laws already adopted and the pace of development around Cabrini-Green. The CHA and City defendants state that the NNRI and HOPE VI initiative at Cabrini-Green were designed to preserve public housing at Cabrini-Green; foster a mixed-income and integrated neighborhood; radically improve the schools, parks, police protection, and public facilities in the neighborhood; and spark economic development, including jobs for Cabrini-Green residents. The defendants deny that the LAC or Cabrini-Green residents were ever excluded from the planning process at Cabrini-Green.

After extensive discussion between the parties and counsel, and a full review of the substantial record compiled in this case, the LAC has determined it is in the best interests of the LAC and the Cabrini-Green residents it represents to settle this case on the terms set forth herein, given the risks and uncertainties of further litigation. The LAC, elected by the residents of Cabrini-Green, enters into this consent decree as the representative of all families that now live at the Cabrini-Green development or have lived there since January 1, 1993. Members of the LAC include building presidents elected by the residents of each building in the Cabrini-Green development. Further, the officers of the LAC have been directly elected by the residents of Cabrini-Green in development-wide secret ballot voting. Since the announcement of the NNRI in June 1996, the LAC has held various resident meetings to discuss the initiation and progress of this litigation and to

solicit feedback from the residents of Cabrini-Green, including the residents who comprise the boards of the resident management corporations for 1230 N. Burling, the Green Homes, the Cabrini Rowhouses, and the Cabrini Extension. Prior to execution of this consent decree, the LAC reviewed and approved this consent decree on July 28, 1998.

The CHA and City defendants continue to deny all of the claims asserted but consider it desirable to settle this litigation on the conditions set forth below in order to avoid the risks, expense and burden of protracted litigation. Indeed, by entry of this Consent Decree, the LAC, the CHA and the City seek to end their differences amicably and work together to make the NNRI and the HOPE VI initiative at Cabrini-Green a real success, both for Cabrini-Green's residents and the others who will live, work and invest in the neighborhood.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

The LAC-CHA Provisions

I. Demolition and Replacement Units

A. The LAC agrees to the demolition of the remaining six buildings that comprise the Cabrini Extension North, including 1158 N. Cleveland, 1150-1160 N. Sedgwick, 1159-1161 N. Larrabee, 1015-1017 N. Larrabee, 1121 N. Larrabee, and 500-502 W. Oak. The CHA agrees to provide for the funding and construction of at least 895 public housing eligible units to be sited in the HOPE VI Planning Area, i.e., units affordable to families making less than 80% of

the Chicago Metropolitan Area Median Income ("a.m.i."). For purposes of this decree, the HOPE VI Planning Area is that geographical area bounded by Chicago Avenue on the south, Wells Street on the east, North Avenue on the north, and the Chicago River on the west. These units shall include (1) 700 public housing units (units with rents set at 30% of the family's income, with no minimum income requirements) and (2) 195 additional units on CHA land affordable for families earning 40% or less of a.m.i. CHA funding for these units will come from existing HOPE VI and public housing development monies, internal subsidies generated by the development of CHA land, Tax Incremental Financing ("TIF") proceeds (if available), possible future HOPE VI awards, or such other sources of funding as available. These units shall be in addition to any replacement units provided for under any plans for the revitalization of the Green Homes and the Cabrini Extension South. As reflected in Section VII below, the City of Chicago has made the additional commitment that (1) 75 units with flat rents affordable to residents earning 80% or less of a.m.i., (2) 20% of the units at Evergreen II, and (3) 30% of all Single Residency Occupancy ("SRO") hotels and senior units to be built as part of the NNRI, will be made available to CHA for displaced Cabrini-Green families.

B. The demolition of the Cabrini Extension North buildings shall occur in two phases. In Phase I, 1158 N. Cleveland, 1150-1160 N. Sedgwick, and 500-502 W. Oak shall be demolished once this consent decree becomes effective and the U.S. Department of Housing

("HUD") has indicated in writing that it approves of the changes in the CHA's HOPE VI revitalization plan required by the terms of this decree. No further demolition shall occur until the following conditions are met, unless otherwise waived by both the LAC and the CHA:

1. Three hundred (300) public housing units are under construction in the HOPE VI Planning Area;
2. CHA identifies and secures sufficient funds for the construction of an additional four hundred (400) public housing units in the HOPE VI Planning Area;
3. The sites for the additional four hundred (400) public housing units have been identified and secured; and
4. The request for proposal referred to in Section III(C)&(D) has been issued and a proposal or proposals selected for all of the units to be built on CHA land.

Until these conditions have been satisfied, the CHA shall maintain the occupied apartments and common areas of the buildings at 1159-1161 N. Larrabee, 1015-1017 N. Larrabee and 1121 N. Larrabee ("the Larrabee buildings") in decent, safe and habitable condition. Within sixty (60) days of the effective date of this consent decree, the LAC and the CHA shall conduct a survey of the units and common areas in these buildings to identify any building code violations, and shall then agree upon a reasonable timetable, not to exceed one (1) year within which to repair these violations. If it is dangerous or cost-prohibitive to keep these buildings occupied, CHA may vacate these buildings or consolidate residents within the buildings but only after good-faith negotiation with the LAC. If a joint CHA-LAC decision cannot be reached, the matter will be resolved by the Court. CHA shall take no action to vacate

or consolidate residents in these buildings until such resolution by the Court.

C. CHA shall issue a request(s) for proposals ("CHA RFP") for the Division/Hudson South site and the Larrabee South site, as described in CHA's HOPE VI revitalization plan, dated June 30, 1997 (relevant portions of which are attached hereto as Exhibit A), but as modified by the 1998 Intergovernmental Land Transfer Agreement between the Board of Education and the CHA (transferring the land on Exhibit B-1 from the CHA to the Board of Education and transferring the land on Exhibit B-2 from the Board of Education to CHA). The CHA RFP will require that the LAC (or its affiliated development entity) be the co-general partner for the development of all units on these sites with a 51% interest in the ownership of the general partnership. The RFP shall further provide that the LAC shall participate in developers' fees and profits (provided it uses such fees and profits for not-for-profit purposes), the selection of property managers and construction contractors, the planning of the development, as well as the development of resident and other programs; however, the extent of the LAC's participation shall be negotiated with the successful developer and shall be set forth in the "Rights and Responsibilities" section of the partnership agreement. The RFP shall provide that the developer who maximizes LAC participation in these areas shall receive additional points in the competitive process. A committee composed of an equal number of LAC appointees and CHA appointees shall be created to select the successful proposal or proposals from those submitted in response

to the RFP. The RFP shall reserve the right to reject all proposals should the panel members determine that the RFP has not produced an acceptable proposal. If all proposals are rejected, the LAC and the CHA shall renegotiate the terms of a second RFP, but the second or any subsequent RFP shall continue to require that the LAC will serve as co-developer of the units. McCormack Baron & Associates shall serve as CHA's development manager in connection with the issuance of the CHA RFP and subsequent development of units on property identified in the CHA RFP.

D. The CHA RFP shall require that approximately 923 units shall be built on the CHA property described in I(C) above. Of these 923 units, at least 472 units will be public housing eligible, consisting of (1) at least 277 public housing units, and (2) at least 195 units that will be affordable for families making 40% of a.m.i., i.e., families earning 40% of a.m.i. will not be required to pay more than 30% of their monthly income toward their housing costs. The majority of units built on this CHA property shall be public housing eligible.

1. 195 units The parties fully expect that the CHA RFP described in Paragraph I(C) above will produce a proposal sufficient to ensure affordability of these 195 units for those earning 40% of a.m.i., so that no CHA subsidy will be required. The RFP, however, will permit developers to propose a CHA subsidy as part of their financing plan. Nonetheless, those proposals not relying upon any CHA subsidy shall be given the highest rating (insofar as this aspect of the proposal is concerned) and those

proposing CHA subsidies shall receive the lowest rating. Should a majority of the RFP review committee determine that the best proposal is one that relies upon CHA subsidy, CHA will provide the subsidy necessary. The LAC may establish for families residing in these units a hardship fund from the LAC's development monies which will provide temporary financial assistance for families unable to meet their housing costs due to loss of income.

2. 277 units One-half of the 277 public housing units shall be reserved for families that have at least one household member working 30 hours per week, including work through Earnfare, Work First, or any REDI program where the household member is paid wages for his or her work. Notwithstanding the above, any displaced Cabrini family (as defined in Section III below) shall be eligible for the new public housing units even if they are not employed. The remaining one half of these units shall have no work requirement.

E. With respect to all other public housing units built as part of the NNRI, i.e., those public housing units not developed on CHA land, one half of those units shall be reserved for working families as defined above.

F. In connection with development on CHA property, the LAC shall participate in the creation of all requests for proposals, solicitations for bids, bid packages, and development, construction, and other contracts relating, either directly or indirectly, to the expenditure of funds identified in paragraph I(A), for the purpose of insuring that:

1. All bids are evaluated with community benefit as a significant criterion;
2. Minority and Women Business Enterprise goals consistent with HUD and CHA policy are achieved;
3. Goals are set for minority employment, especially the employment of Cabrini-Green residents, in all phases of the NNRI; and
4. To the greatest extent possible, contractors will be required to train and employ Cabrini-Green residents.

II. Relocation

A. Families relocated from the buildings at Cabrini-Extension North ("relocated families") shall be given the following relocation options: 1) within the HOPE VI Planning Area, a rehabilitated unit in the Cabrini-Green development that complies with HUD's Housing Quality Standards and applicable building code requirements; 2) within the HOPE VI Planning Area, a new replacement housing unit (whether a public housing unit or one of the additional 195 additional units) constructed under Section I(A), in accordance with Section III below; 3) a Section 8 certificate or voucher together with mobility assistance, or 4) a scattered site unit to the extent such a unit is not claimed by a Horner family pursuant to the consent decree entered in Henry Horner Mothers Guild, et al. v. Chicago Housing Authority, et al., 91 C 3316 and orders entered in Gautreaux, et al. v. CHA, 66 C 1459. Relocation options (2) and (4) shall be considered permanent relocation choices. Relocation options (1) and (3) shall be considered temporary relocation choices until such time as the family has been offered and refused a suitable public housing unit under option (2). All relocation efforts (whether temporary or

permanent) shall be completed in conformity with the Uniform Relocation Act and the HOPE VI Relocation Manual, dated March 26, 1996. A family's housing choice shall be honored to the extent that it qualifies for such a unit and to the extent that its first choice is available. Where two or more similarly-situated families seek the same unit, CHA shall conduct a lottery to determine which family will receive that unit. With families who choose Section 8 as their relocation choice, the CHA's obligations under this section shall continue for forty-two months from the date of relocation or until such time that as the family has moved into a permanent housing choice, whichever is sooner.

B. CHA must maintain no less than yearly regular written contact with temporarily relocated families. CHA must provide to the LAC monthly access to its updated database for relocated families.

III. Priorities for Replacement Units

A. Families displaced from the Cabrini Extension North buildings (1015-1017 N. Larrabee, 1121 N. Larrabee, 1159-1161 N. Larrabee, 500-502 W. Oak, 1117-1119 N. Cleveland, 1157-1159 N. Cleveland, 1150-1160 N. Sedgwick, and 1158 N. Cleveland) shall have the right and first priority to move into the 895 replacement public housing eligible units to be constructed under Section I(A) of this decree. Displaced families shall be defined as all families who resided in the Cabrini Extension North buildings as of January 1, 1993, except for leaseholders:

1. who were evicted from these buildings pursuant to court order, prior to their relocation to the new units developed;

2. who abandoned or voluntarily left their units prior to relocation to a newly developed unit and did not move to another CHA unit or a subsidized unit within the HOPE VI Planning Area or accept a temporary Section 8 certificate or voucher;

3. who were relocated to a scattered site unit;

4. who prior to relocation to a newly developed unit (but after relocation to a subsidized unit within the HOPE VI Planning Area, or a temporary Section 8 placement, if the displaced person resided at 1150-60 N. Sedgwick or 1158 N. Cleveland):

a. were convicted of any criminal activity that threatened the health, safety, or right to peaceful enjoyment of the CHA's public housing premises by other residents, or any drug-related criminal activity on or off the premises; or

b. had a household member, guest, or visitor while under the leaseholder's control, convicted of any criminal activity that threatened the health, safety or right to peaceful enjoyment of the CHA's public housing premises by other residents, or any drug-related criminal activity on or off the premises. This exclusion shall not apply where the leaseholder agrees to exclude the offending person from the household.

B. The CHA agrees to meet with the LAC to jointly prepare the list of all current and former leaseholders of Cabrini-Extension North since January 1, 1993. This list shall contain the following information: the name, address, and bedroom-size requirements of all displaced families. The parties agree to meet on a regular basis to update the list. The CHA and the LAC agree to keep this information confidential.

C. The CHA shall submit the leaseholder list to its Occupancy Department for its review. The Occupancy Department

shall notify the LAC in writing whether the leaseholders on the list satisfy the eligibility criteria for displaced families, as defined above. If the Occupancy Department determines that the criteria are not met, CHA shall provide the LAC with all appropriate documentation supporting this determination.

D. Where a family satisfies the eligibility criteria for replacement housing but the CHA wishes to defer providing such housing to the resident due to poor housekeeping, the pendency of a criminal case involving disqualifying felonies or misdemeanors, rent arrears, inability to establish utility service, or other good cause, the CHA shall notify the LAC in writing and shall provide all appropriate documentation supporting the request for deferral.

E. If the parties are unable to reach agreement regarding eligibility or deferrals, they shall jointly petition the Court for resolution of the matter, and the CHA shall preserve a like-size, newly developed unit for the family until the Court rules. In all other cases, the CHA shall be free to process the displaced families and provide them replacement housing pursuant to the terms of this decree.

F. The CHA and the LAC shall jointly conduct a lottery of all displaced families by bedroom size to create a priority-housing list from which families will be selected for the 895 replacement public housing eligible units. Under this paragraph, first priority shall be given to families displaced from 1150-1160 N. Sedgwick and 1158 N. Cleveland; second priority shall be given to

families from 500-502 W. Oak; and third priority to families displaced from the Larrabee buildings.

G. Current Cabrini-Green families (other than displaced families as defined above) shall have the right after displaced families to move into the replacement public housing eligible units constructed under this decree, except for leaseholders who are disqualified for any of the reasons set forth in III(A) above. Of these non-displaced families, first priority will go to Cabrini Extension families, and second priority will be for families from the balance of Cabrini. Third priority will be for families residing in other CHA developments, and fourth priority will be for those on CHA's general waiting list.

H. The CHA shall contact in writing all current Cabrini-Green leaseholders, asking whether they wish to be included in a lottery for replacement public housing eligible units. The CHA and the LAC shall jointly conduct a lottery of all leaseholders who answered in the affirmative to create a second priority-housing list for the replacement public housing eligible units. If the parties cannot reach agreement regarding eligibility or deferral of a leaseholder, the parties shall follow the same procedures described in Section III(B)-(E) above for the selection of displaced families.

IV. Job Training and Employment Opportunities

A. The CHA shall insure that all RFPs and contracts issued for CHA property or any other property developed under the NNRI in connection with the expenditure of HUD funds, including HOPE VI and

public housing development funds, shall comply with Section 3 (12 U.S.C. § 1701v and implementing regulations) and the policies set forth in CHA's "Technical Assistance Section 3 for Contractors and Chicago Housing Authority Staff." Notwithstanding the foregoing, this paragraph shall not expand in any way the obligations imposed on CHA under Section 3.

B. Every contract bid or response to RFPs issued for CHA property or any other property developed under the NNRI must include a plan for employment and training of CHA residents. A major factor in ranking such bids and responses will be the extent to which they include plans that maximize resident employment and training.

C. The CHA shall make reasonable efforts to provide employment opportunities to every displaced family so that the family may qualify for those public housing units which have been reserved for working families.

V. Resident Participation in the NNRI

A. The CHA agrees to negotiate in good faith with the LAC regarding the design and implementation of the NNRI, including the HOPE VI Revitalization Plan. "Good faith" includes meeting and negotiating with the LAC prior to reaching preliminary or final agreements with other parties, including the City, which will impact upon the design and implementation of the NNRI. The CHA agrees to make all reasonable efforts to convene monthly meetings of LAC and City of Chicago representatives, unless waived by the parties, for the purpose of monitoring and reviewing development

activities in connection with the NNRI, including the preparation and issuance of RFPs, changes in the design of the NNRI, the selection of developers, the creation of jobs and the provision of employment training for Cabrini-Green residents, the status of construction activities, and the provision of social services.

B. The CHA shall actively involve and include the LAC in the CHA's decision-making process respecting any proposed disposition of CHA property that is currently identified in whole or in part for replacement housing under the NNRI (as described in CHA's HOPE VI revitalization plan, dated June 30, 1997) in conformity with 24 C.F.R. Part 964. In addition, prior to any disposition, such property must first be offered to the LAC for purchase in conformity with 24 C.F.R. § 970.13. In any event, the CHA shall not dispose of any such property unless it receives in return replacement property within the HOPE VI Planning Area that will accommodate the same number of units as planned for the property that is the subject of disposition.

C. The CHA agrees to provide the LAC \$400,000 in funds, as originally budgeted in the May 1993 HOPE VI application and the June 1997 HOPE VI Revitalization Plan, for technical assistance (TA), including but not limited to architectural services, engineering services, real estate development consultation, and legal consultation. Said grant shall be reduced by no more than \$129,353 (funds spent to date). The CHA agrees to guarantee the payment for all services rendered by the LAC's TA consultants within the above budget. Any contracts entered into by the LAC for

TA services shall be in accordance with all applicable HUD and CHA procurement regulations and policies. CHA further agrees that the LAC may use this grant to pay all of the LAC's costs in this litigation.

VI. Social Services and Community Service

A. HOPE VI funds allocated for social services and community service, such as the Tenant Patrol Program, the Victim Assistance program, tenant-owned businesses generated by these funds, and other such programs, shall be spent to benefit Cabrini-Green Extension residents only. These funds shall be used to employ whenever possible Cabrini-Green residents who are qualified for jobs generated by the social services and community service program. At a minimum, the expenditure of these HOPE VI funds shall be subject to the employment and training requirements of Section 3 and its applicable hiring goals for public housing residents.

B. Cabrini Textiles shall be operated for the benefit of Cabrini-Green residents. Any funds generated by this enterprise, in excess of those required for the operation of the business, shall be reinvested into the Cabrini-Green community as decided by the LAC.

The LAC-City Provisions

VII. Development on Non-CHA City Land

A. All RFPs issued on non-CHA property identified in CHA's HOPE VI revitalization plan, dated June 30, 1997 for development during the course of the NNRI shall provide that 50% of the units

shall be market rate, 20% shall be affordable (as defined in Section VII(B) below), and 30% of the units shall be public housing. The public housing units shall be allocated according to the applicable language of Sections I(D) and (E) and III set forth above.

B. All RFPs issued on non-CHA property identified in CHA's HOPE VI revitalization plan, dated June 30, 1997 for development during the course of the NNRI shall provide that affordable housing units may be (a) affordable rental units (defined as affordable to families earning no more than 80% of a.m.i.), or (b) affordable for-sale units (defined as affordable to families earning no more than 120% of a.m.i. Proposals that contain a component of affordable rental units will be specifically encouraged. Responses that feature affordable units distributed among and affordable to the widest range of income levels will be most favorably considered. Proposals must demonstrate that the affordable units will remain affordable well into the future. Highest considerations will be given to proposals that identify a workable and specific long-term strategy to maintain affordability for both rental and for-sale units.

C. The City shall guarantee that 75 of the affordable units created during the course of the NNRI, excluding those developed on CHA property, will be rental units for families making less than 80% of a.m.i.

D. Displaced Cabrini-Green families, as defined in Section III(A) above, who are otherwise eligible for the affordable units,

shall have a first preference for the 75 affordable rental units. Other Cabrini-Green families, who are otherwise eligible for the affordable units, shall have second preference for these units. These units shall be allocated to families according to the procedures set forth in III(B)-(H) above.

E. Displaced Cabrini-Green families, as defined in Section III(A) above, who are otherwise eligible, shall have first preference for 20% of the units at Evergreen II and 30% of the units at all future SRO and senior developments built within the TIF district created as part of the NNRI. Other Cabrini-Green families, who are otherwise eligible, shall have second preference. These units shall be allocated to families according to the procedures set forth in III(B)-(H) above.

F. The City shall make available sufficient land for the construction of 366 public housing units in the NNRI area, excluding the 57 units at Orchard Park, Old Town Square and Mohawk North. The City believes that this commitment, in conjunction with the planned residential development on CHA land, will provide sufficient housing to accommodate all dislocated Cabrini-Green residents who want to remain in the area during and after redevelopment.

G. The LAC shall be entitled to appoint one person to the RFP Review Committee created to review all RFPs issued for non-CHA land and developer responses thereto.

H. The City has designated the area covered by the NNRI a TIF district. The City shall commit TIF dollars in the following

order of priority: (1) infrastructure needs within the TIF district (e.g., streets, sidewalks, and sewers), including the remaining portions of Cabrini-Extension South, Green Homes, and the Cabrini Rowhouses; (2) employment training for low-income residents within the TIF district, including but not limited to Cabrini-Green residents. The City agrees to include the rehabilitation of remaining Cabrini-Green buildings in the next tier of eligible costs. The City will give priority to CHA applications to use such funds for rehabilitation costs for remaining Cabrini-Green buildings.

I. The City will hire, from a short list of five qualified candidates whose qualifications have been provided to it by the LAC, an individual who will serve the function of a "resident employment specialist" who will work under the auspices of the City's CARE Center, but be assigned to the LAC, to implement the local employment and job-training aspects of the NNRI and to facilitate the employment prospects of Cabrini-Green residents. The resident employment specialist shall work out of the LAC office.

J. All RFPs issued for non-CHA property shall provide that proposals must feature a community-based hiring and training plan which concretely and comprehensively describes measures to ensure maximum reasonable opportunities for both (a) immediate employment and (b) longer-term job-training for residents of the Near North TIF District, with particular attention to the needs of those residents who have previously experienced inadequate employment

opportunities and development of job-related skills, including residents of public and other subsidized housing and people with disabilities. Respondents shall be strongly encouraged to propose creative measures toward the goal of increasing employment and training opportunities for the area residents described above. Most favorable consideration will be given to proposals that set forth a community-based hiring and training plan that is detailed, is well thought out, and provides for a broad mix of strategies for maximizing employment and training opportunities for community residents. Such a community-based hiring and training plan shall be in conjunction with and in accordance with other applicable federal, state, and local laws.

K. The City agrees to meaningfully consult with the LAC regarding the design and implementation of the NNRI as follows: The City agrees to attend and participate in monthly meetings of the LAC and CHA, unless waived by the parties, for the purpose of monitoring and reviewing development activities in connection with the NNRI, including the preparation and issuance of RFPs, changes in the design of the NNRI, the selection of developers, the creation of jobs and the provision of employment training for Cabrini-Green residents, the status of construction activities, and the provision of social services.

Miscellaneous Provisions

VIII. The CHA defendants and the City defendants, upon plaintiff's written request and without cost, shall provide to the plaintiff or make available to plaintiff for copying all documents

and other written materials relating to the implementation of this consent decree, other than privileged documents.

IX. This consent decree shall not be effective, unless it is approved both by this Court and by the Gautreaux Court. Furthermore, upon motion of either the LAC or the CHA this consent decree may be vacated in the event that HUD disapproves in writing in whole or in part the changes in the CHA's HOPE VI revitalization plan required under the terms of this consent decree.

X. The Court shall retain jurisdiction over this matter for the purpose of enabling any party to the litigation to apply to the Court for such further orders as may be necessary or appropriate for the construction, implementation, or enforcement of this decree.

XI. It is understood and agreed that all understandings and agreements previously reached between the parties hereto regarding the NNRI and the HOPE VI revitalization plans for Cabrini-Green are merged in this consent decree, which alone fully and completely expresses their agreement.

XII. Each party shall bear its own attorneys' fees and costs.

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By: Andrew S. Mine
Asst. Corporation Counsel

Counsel for City Defendants

ENTER:

David H. Coar
United States District Judge

Date: _____

F) Division/Hudson South (On-site development)

<i>Location:</i>	Cabrini-Green, on Division between Clybourn and Cleveland
<i>Land Ownership:</i>	CHA
<i>Acreage:</i>	7.4 acres
<i>Proposed Density:</i>	56.5 units/acre
<i>RFP Date:</i>	4 th Quarter, 1997
<i>Total Units:</i>	projected: 418; actual: TBD
<i>PH Units:</i>	projected: 133; actual: TBD
<i>Unit Type:</i>	TBD

Description: The first parcel of Cabrini land to be redeveloped is roughly identical to the HOPE VI planning area proposed in CHA's original application; it differs only in that 1158 N. Cleveland will be demolished rather than rehabilitated under the current plan. This land is the site of 1150-60 N. Sedgwick, 1158 N. Cleveland and 1157-59 N. Cleveland. A portion of the CHA-owned land, the former site of 1117-19 N. Cleveland, will be transferred to the school board for the construction of the new elementary school. At present all four of these buildings have been vacated. 1117-19 N. Cleveland was approved for demolition in March, 1995. HUD also authorized the demolition of 1157-59 N. Cleveland and 1150-60 N. Sedgwick in June, 1995. 1117-19 and 1157-59 N. Cleveland were demolished in the fourth quarter, 1995. CHA is currently awaiting approval of its demolition application for 1158 N. Cleveland.

In order to make the land available for development and to issue the RFP, the CHA must demolish 1150-60 N. Sedgwick and 1158 N. Cleveland. At present the Court has directed the CHA to seek Court approval before demolishing 1150-60 N. Sedgwick. The CHA is especially concerned about the danger and expense of leaving the vacant property standing. Vandals enter vacant units on a regular basis creating grave danger for Cabrini residents. As noted, CHA is awaiting a favorable response from HUD to its demolition application for 1158 N. Cleveland. The demolition of 1158 N. Cleveland is being contested in Court by the LAC.

The CHA will seek Court approval to demolish 1150-60 N. Sedgwick. Should the Court grant the motion, the demolition could be completed in the fourth quarter of 1997. Similarly, following HUD's approval, the CHA will petition the Court to permit the demolition of 1158 N. Cleveland. Provided the CHA prevails in that petition, the building could be demolished only three months later. Thus, under optimal circumstances, the CHA would be able to issue the RFP some time in the second quarter of 1998 with a selection made in the third quarter and a final agreement by the fourth quarter of 1998. Construction would begin in the first quarter, 1999 and units being turned over in the fourth quarter 1999. This schedule, again, depends on the approval of the Court.

The recommendation of the Charrette team as well as the market analyst was that an elevator mid-rise rental property be developed on the CHA-owned parcel with commercial facilities on the ground floors, due to its location in a high traffic area near the Town Center, the new school, and the new expanded park. The actual development configuration and density will be contingent on the results of the RFP issued by the CHA, which will speak only to the minimum densities and income mix.

PHASE II

G) Larrabee South (On-site development)

<i>Location:</i>	Cabrini Extension; north of Oak, east of Larrabee; south of Division
<i>Land Ownership:</i>	CHA
<i>Acreage:</i>	9.1
<i>Proposed Density:</i>	55.5 units/acre
<i>Projected RFP Date:</i>	4 th Quarter, 1999
<i>Total Units:</i>	Projected: 505; actual: TBD
<i>PH Units:</i>	Projected: 153; actual: TBD
<i>Unit Type:</i>	TBD

Description: This second parcel of CHA-owned land is currently the site of four additional high-rise buildings. These buildings will be demolished to make the

land available for mixed income development: 1159-61 N. Larrabee, 1017-19 N. Larrabee, 1121 N. Larrabee, and 500-502 W. Oak.

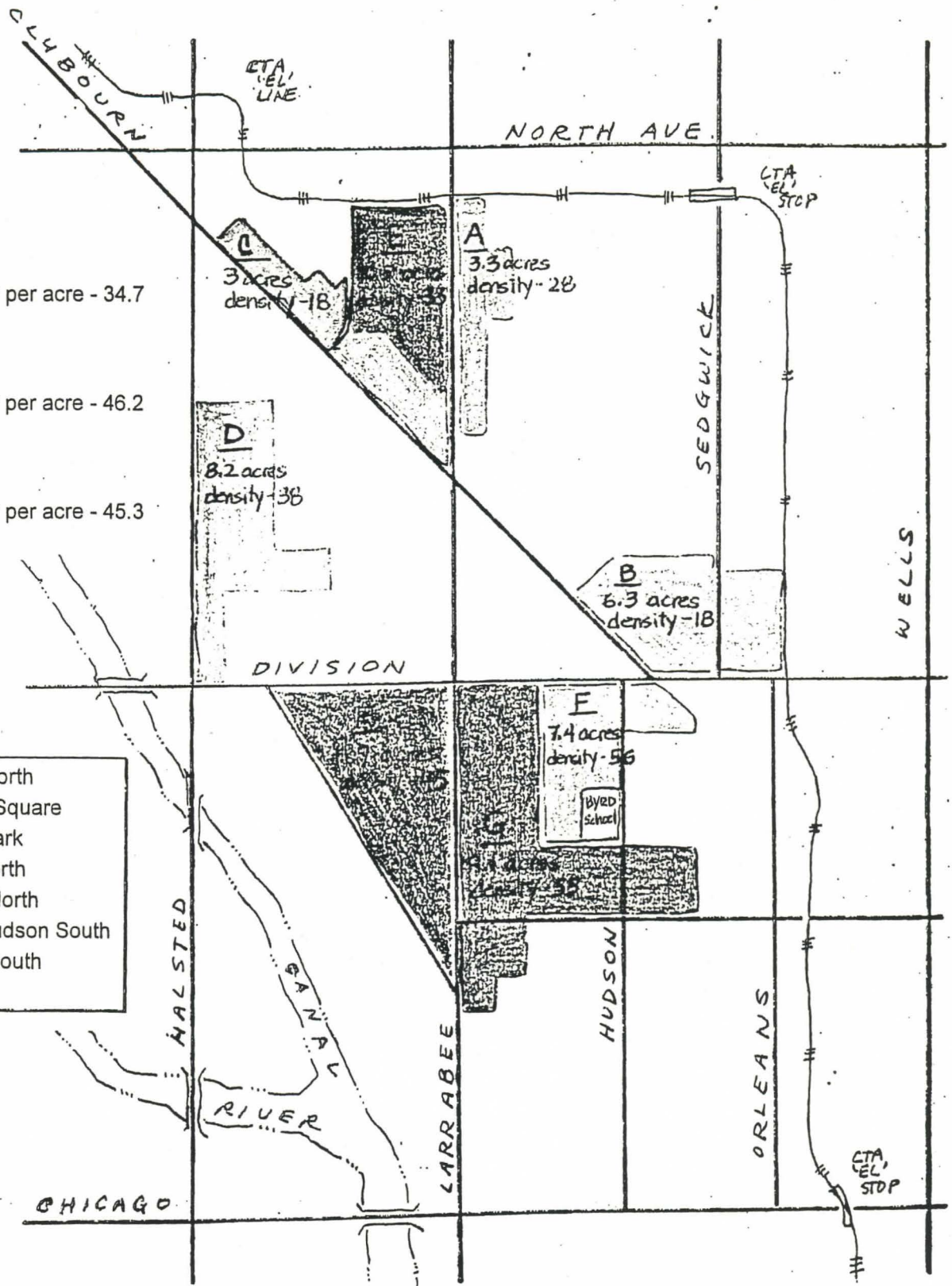
The CHA has made the commitment to the LAC and the residents of Cabrini-Green that demolition from this second phase of buildings will not take place until 300 replacement units are under construction in the first phase. Relocation will be ongoing. Assuming the success of the City's proposed phasing, the CHA will plan to begin demolishing units in 3rd Quarter, 1999, which would make the land available for construction in the 1st Quarter, 2000.

The CHA will follow the same procedure for this second phase as with the first, namely that an RFP will be issued. To expedite the development process, the CHA will issue the RFPs immediately upon vacating the buildings but prior to the completion of demolition.

ACRES & DENSITY BY PHASES

-  **PHASE I**
31.9 acres total
average density per acre - 34.7
-  **PHASE II**
15.9 acres total
average density per acre - 46.2
-  **PHASE III**
11.7 acres total
average density per acre - 45.3

- A: Mohawk North
- B: Old Town Square
- C: Orchard Park
- D: Halsted North
- E: Larrabee North
- F: Division/Hudson South
- G: Larrabee South
- H: Spanjer



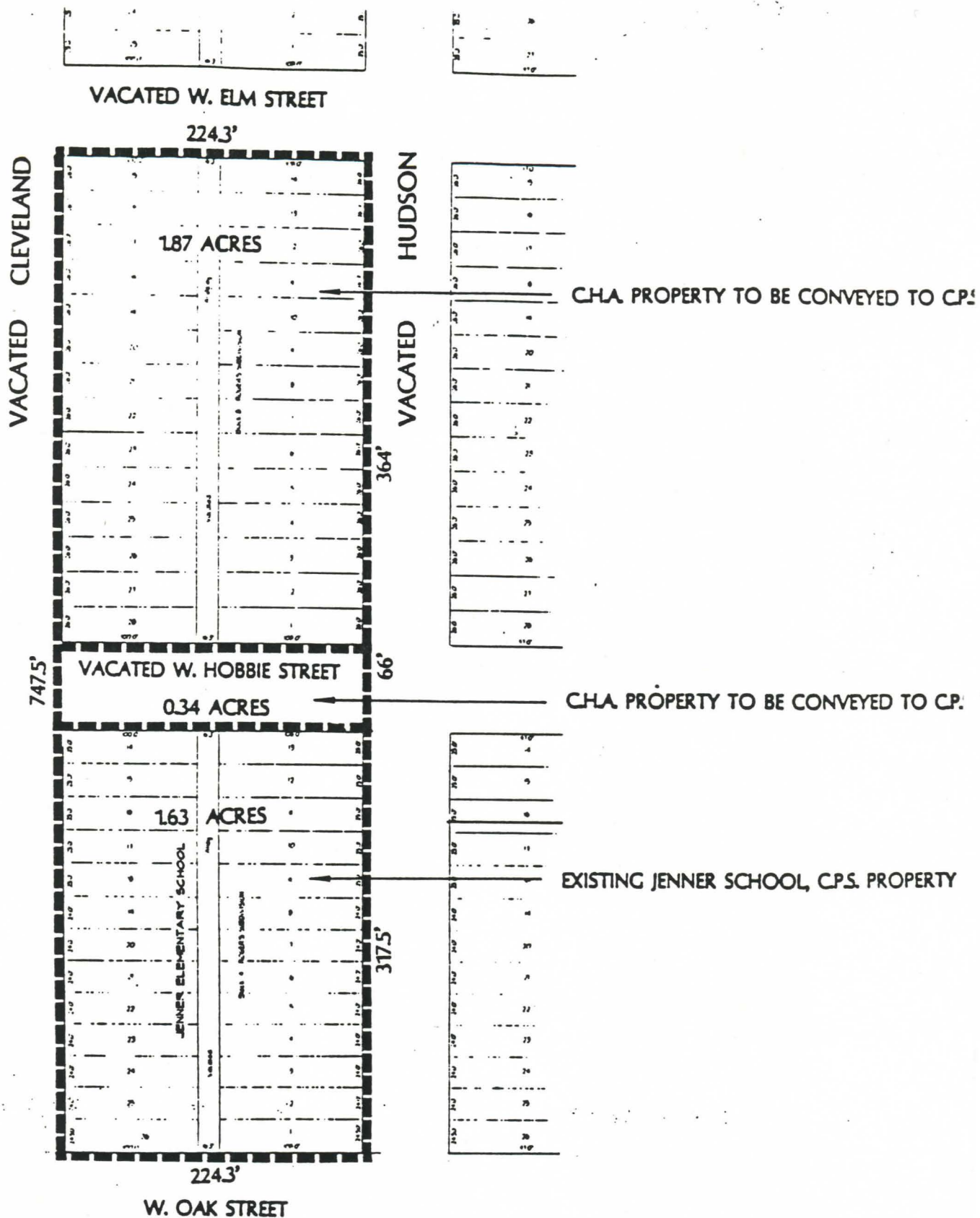
Draft Near North Redevelopment Initiative

City of Chicago - Richard M. Daley, Mayor

EXHIBIT NO. 1:

Property for one of two new elementary schools: A 224.3' x 430' (2.21 acres) rectangular parcel directly north of Jenner Elementary School bordered by Cleveland Ave. (west), Elm St. (north), Hudson Ave. (east) and Hobbie St. (south); in exchange for the following parcels totaling 2.46 acres and adjacent to the Cabrini Green development which shall be acquired by the Public Building Commission of Chicago (PBCC) and conveyed to the Chicago Housing Authority (CHA):

- A. A 225' x 125' (.63 acre) rectangular parcel bordered by Cleveland Ave. (west), Cabrini Row Houses (north), Hudson Ave. (east) and Chicago Ave. (south).
 - B. A 170' x 120' (.46 acre) rectangular parcel bordered by Cambridge St. (west), Cabrini Row Houses (north), Cleveland Ave. (east) and Chicago Ave. (south).
 - C. A 125' x 300' (.86 acre) rectangular parcel bordered by Larrabee St. (west), Oak St. (north), vacant lot/Cabrini Row Houses (east) and a privately owned lot (south).
 - D. A 125' x 180' (.51 acre) rectangular parcel bordered by site C above (west), Oak St. (north), Cambridge St. (east) and Walton St. (south).
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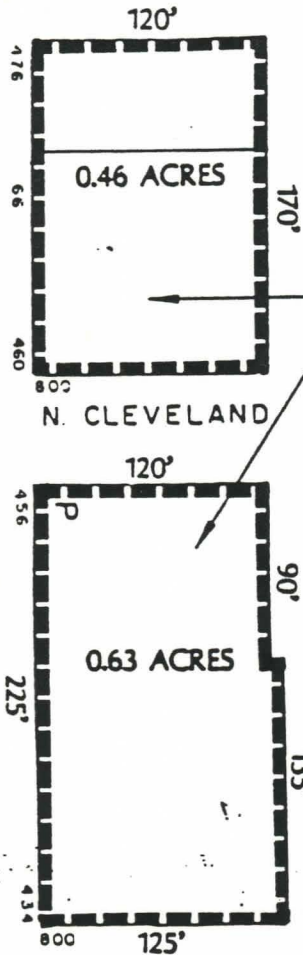


W. CHICAGO AV.

N. LARRABEE

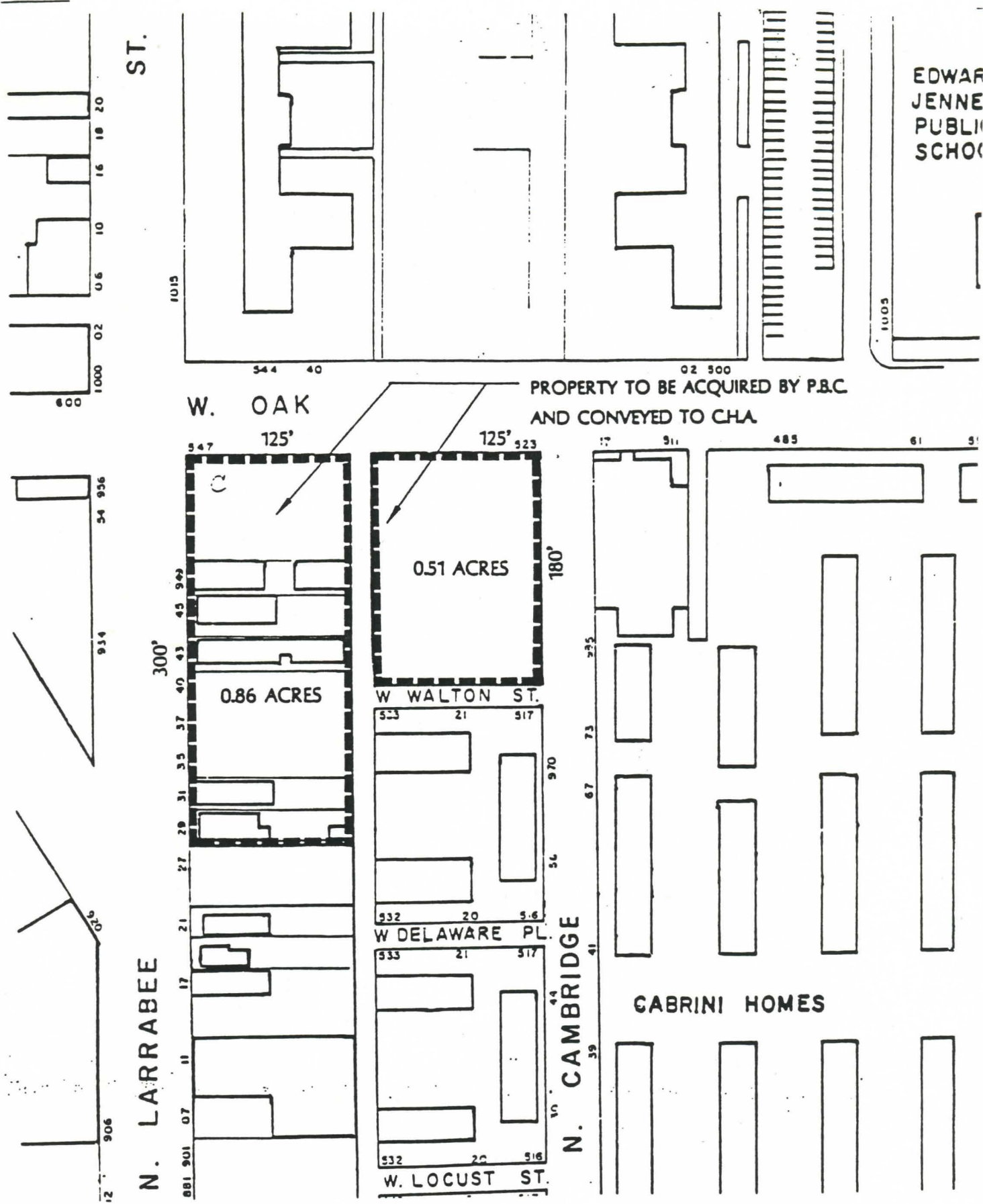
N. CAMBRIDGE

N. HUDSON



N. CLEVELAND

PROPERTY TO BE ACQUIRED BY P.B.C.
AND CONVEYED TO CHA.



PROPERTY MAP

NOTE: ALL DIMENSIONS SHOWN ARE
APPROXIMATE, TO BE VERIFIED BY SURVEY

