

On September 22, 1995, CHA and LCO entered into a Revised Agreement Regarding Former Residents Of The Lakefront Properties And The Future Use Of These Properties ("Agreement"). (See Exhibit A, attached). The premise of the Agreement was a "shared recognition and understanding that the rehabilitation of the four remaining Lakefront Properties is neither desirable nor appropriate." (See Exhibit A, first paragraph, attached). The CHA agreed to seek U.S. Department of Housing and Urban Development ("HUD") approval to

demolish the existing structures and submit plans to HUD for replacement housing including scattered site public housing units, Section 8 certificates as well as units in the North Kenwood-Oakland community. (See Exhibit A, paragraphs 1 and 2, attached). Specifically, the Agreement provides that CHA, through its Court appointed receiver, the Habitat Company ("Habitat"), was obligated to "build approximately 100 units, but not less than 80 units, of public housing as part of its Lakefront properties; that CHA, through Habitat, was to build or rehabilitate not less than 200 scattered site units in communities of the City of Chicago other than North Kenwood-Oakland; that CHA, through Habitat, was to build 141 units of scattered site housing already funded pursuant to the Gautreaux Consent Decree, in the North Kenwood-Oakland community; and that CHA would apply to HUD for three hundred and two (302) Section 8 certificates for use as replacement housing. (See Exhibit A, paragraphs 4, 5, 6 and 7, attached).

To date, within North Kenwood-Oakland, thirty (30) units have been completed/transferred. Another five (5) units are under construction and are scheduled to be transferred by January, 1999. Thirty-six (36) units are waiting for approval of building permits. Outside of North Kenwood-Oakland, thirty-eight (38) units have been completed/transferred in the Lakefront Replacement Housing program. Therefore, a total of sixty-eight (68) units are completed/transferred. (See Exhibit B, attached).

With respect to scattered site units in communities of the City of Chicago other than North Kenwood-Oakland, in its Third Quarter Report of 1998 to this Court, Habitat reported that site control of 142 units had been obtained. (See Exhibit B, attached). Additionally, approximately three hundred and two (302) certificates for Section 8 housing have been issued to Lakefront residents for use as replacement housing. (id.)

In previous discussions with LCO (See Exhibit C, attached), CHA has stated its plans to proceed with demolition of the subject properties and has taken the following actions in a good faith attempt to comply with the provisions of the Agreement:

- 1) Demolition and replacement housing plan for the subject properties were approved by HUD on September 28, 1995.

- 2) Funding has been allocated by HUD for 317 units. Funding for the remaining 104 to 124 units is expected to be derived from proceeds from the sale of market rate housing, rental units from private developers, City of Chicago, and HUD as development continues.
- 3) Habitat has site control of one hundred and forty-two (142) units.
- 4) The North Kenwood-Oakland community has been designated a Revitalizing Area by this Court.
- 5) First priority occupancy rights were established for displaced Lakefront families on July 18, 1997. (See Exhibit D, attached).
- 6) Construction or rehabilitation of replacement housing has commenced both within and outside the North Kenwood-Oakland area and sixty-eight (68) units have been completed.

The CHA has substantially complied with all conditions precedent to demolition contained in the Agreement and it is therefore CHA's intention to commence demolition of the subject properties on December 12, 1998. CHA fully intends to continue to comply with the Agreement, provide replacement housing and cooperate with LCO. (See Exhibit E, attached).

## **II. THE LAKEFRONT COMMUNITY ORGANIZATION HAS FAILED TO SATISFY THE REQUIREMENTS OF AN INTERVENOR**

The Lakefront Community Organization ("LCO") has filed an emergency motion requesting leave to intervene as a matter of right, Rule 24(a)(2) of the Federal Rules of Civil Procedure, or through permissive intervention, Rule 24(b)(2). The LCO, however, has failed to meet the requirements of either rule and, more importantly, the LCO has failed to file a timely application for intervention.

### **A. The LCO Failed To File A Timely Application For Intervention.**

This Honorable Judge has previously ruled that the first issue that must be decided in a motion to intervene is whether the motion was timely, McKersie v. I.U. International Corp. et al, 1987 WL 20380 (N. D. Ill., 1987), citing NAACP v. New York, 413 U. S. 345, 366 (1973), and when the motion to intervene is untimely it must be denied. The Seventh Circuit has followed a

four prong test to determine the timeliness of a motion to intervene: (1) the length of time the intervenor knew or should have known of her or his interest in the case; (2) the extent of prejudice to the original litigating parties from the intervenor's delay; (3) the extent of prejudice to the would-be intervenor if her or his motion is delayed; and (4) any unusual circumstances Bloomington v. Westinghouse Electric Corp., 824 F. 2d 531, 534 (7<sup>th</sup> Cir. 1987).

In this case, the Gautreaux lawsuit was filed in 1966. In September of 1995, the LCO entered into a "Revised Agreement Regarding Former Residents of the Lakefront Properties and the Future Use of Those Properties" (hereinafter "Agreement"). The terms of the Agreement involved, among other things, the demolition of the Lakefront Properties (1130 East 41<sup>st</sup>, 1132 East 42<sup>nd</sup> St., 4155 South Lake Park and 4040 Oakenwald St.). The Agreement also contain provisions concerning the "Gautreaux-appointed Receiver" (Paragraphs 4, 6, 10 & 13 of the Agreement). On June 3, 1996, this Court entered an order approving the area at issue, North Kenwood-Oakland, as a Revitalization Area. In applying the first prong of the test, the LCO knew or should have known that their interests were involved in Gautreaux as early as September of 1995. Certainly, by June 3, 1996 when this Court entertained a joint motion of the parties to designate North Kenwood-Oakland a revitalizing area, the LCO, in fact, knew that action was being taken by the Gautreaux parties that affected its interest. Moreover, on June 2, 1998, LCO was advised of CHA's intent to demolish (Exhibit C, attached). LCO offers no explanation for the delay in filing this application for intervention. This court, however, has previously ruled as untimely an eighteen month delay in filing a motion to intervene, after the party knew or should have known that its interest was involved. McKersie v. I.U. International Corp., 1987 WL 20380. In Bloomington, the court held as untimely an eleven month delay.

Clearly, the LCO's more than two-year delay in filing a petition to intervene in the Gautreaux case is extremely untimely and, therefore, must be denied.

In applying the second prong of the timeliness test, the LCO must prove that there is no prejudice to the original litigating parties from the intervenors' delay. As with the first prong, the LCO has failed to address this requirement in their motion. Nevertheless, CHA will clearly be prejudiced by the delay. Specifically, in preparation for the demolition of the buildings by implosion, the building structures have been rendered structurally unstable by the removal of fundamental structural support members and stripped of all building equipment, furnishings and finishes. (Exhibit F).

The next factor is whether the LCO will be prejudiced if the motion is denied. Not only are the interests of LCO not prejudice, those interests are being served by the Receiver building replacement units and by use of Section 8 certificates by the LCO. Nevertheless, to the extent LCO feels the agreement is being breached, LCO should file a lawsuit for a breach of contract. The last prong of the timeliness test involves special or unusual circumstances. The LCO, however, has failed to assert in its motion any unusual circumstances explaining the untimely application. The LCO may argue that CHA recently announced their intentions to demolish the Lakefront Properties. This argument, however, is without merit. As stated above, the LCO knew that their interests were involved for years. Lastly, the LCO fails to explain why after receiving further notice of the demolition on June 2, 1998 (Exhibit C), the LCO delayed its application until now.

This court must rule as untimely the LCO's motion to intervene in that (1) the LCO failed to seek timely intervention; (2) the parties in Gautreaux case would be unnecessarily prejudiced;

(3) the LCO's is not prejudiced as it has an adequate remedy in filing a separate lawsuit; and (4) there are no special circumstances.

**B. The LCO Fails to Meet the Requirement for Intervention By Right.**

The LCO has failed to articulate an argument that would entitle them to intervene as a matter of right. Federal Rule of Civil Procedure 24(a), Intervention of right, provides:

Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute of the United States confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

In Shea v. Angulo, 19 F.3d 343, 346 (1994), the court stated that Rule 24 (a)(2) establishes four conjunctive criteria for intervention as of right: (1) timely application; (2) an interest relating to the subject-matter of the action; (3) potential impairment, as a practical matter, of that interest by the disposition of the action; and (4) lack of adequate representation of the interest by the existing parties to the action.

The facts of Shea are helpful to resolving the case at bar. The plaintiff, Shea, sued, in July of 1991, Angulo and First Capital Advisers ("FCA") in Illinois state court for breach of contract. The case was eventually moved to Federal court because of the diversity of citizenship of the parties. Shea, a stockbroker, alleged that FCA agreed to place all of its trades with Shea for those clients that FCA obtains as a result of Shea. Shea claims that FCA, in breach of its contract, failed to place those clients' trades through Shea causing a loss of commission.

Shea, however, had a business partner, Butzen. Butzen moved to intervene in the Shea case claiming that Shea agreed to split all profits of the partnership. Shea admitted to the partnership but denied that the partnership was in effect at the time of the Shea-FCA dealings. The district court denied, which was affirmed by the Court of Appeals, Butzen's motion to

intervene. The court ruled that Butzen failed to meet the final two criteria for intervention as a matter of right: impairment of interest and inadequacy of representation.

The Shea court ruled that Butzen was free to initiate his own suit against Shea to recover his losses. In the case at bar, the LCO has completely failed to state, as a practical matter, an impairment. The LCO tries to assert the loss of *quid pro quo* as their impairment. This argument, however, fails. Like in Shea, the LCO is free to file a separate lawsuit for breach of contract. Moreover, The LCO's position is better defined as a matter of enforcement of the 1995 Agreement. The LCO's flawed reasoning seeks to hold hostage vacant buildings, which they have no interest in living in. Clearly, a separate lawsuit, is the proper mechanism to enforce the Agreement. The LCO, therefore, fails to prove impairment that would impede their interest. Presently, there are no actions pending before this Court the outcome of which would affect the LCO.

Also, as in Shea, the LCO has failed to prove that their interests are not adequately protected by the parties in Gautreaux. In Shea, Butzen was not allowed to intervene even though he alleged conflicts with Shea. Butzen maintained that Shea owed him money and that Shea sought employment with the defendant. The court ruled, however, that Butzen and Shea had the same interest in maximizing the financial recovery from FCA. As such, the court found Butzen's arguments of conflict as being without merit. Like in Shea, the LCO claims that CHA cannot adequately represent its interest in Gautreaux because it breached the Agreement. To the contrary, the CHA, in the Gautreaux case has agreed to the designation of the North Kenwood-Oakland community as a Revitalization Area; it continues to seek the placement, by priority, of the eligible displaced families from the Lakefront Buildings into the units being built by the Receiver; and it encourages the Receiver to complete, in a timely fashion, the construction of

those units. These are the only issues relevant to Gautreaux and those matters are adequately represented. Therefore, like in Shea, the LCO's motion to intervene as a matter of right must be denied.

**C. The LCO Failed to Meet the Requirements of Permissive Intervention.**

The LCO fails to state any argument to support permissive intervention. Federal Rule of Civil Procedure 24(b)(2), Permissive Intervention, provides:

Upon timely application anyone may be permitted to intervene in an action: (1) when a statute of the United States confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common. When a party to an action relies for ground of claim or defense upon any statute or executive order administered by a federal or state governmental officer or agency or upon any regulation, order, requirement, or agreement issued or made pursuant to the statute or executive order, the officer or agency upon timely application may be permitted to intervene in the action. In exercising its discretion the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

The LCO failed to prove that it has filed a timely motion for permissive intervention and that the LCO will not unduly delay or prejudice the adjudication rights of the Gautreaux parties. In Gautreaux v. Pierce et al., 743 F.2d 526 (1984), the court quoted in footnote #15, "In an earlier phase of this litigation, implicitly, in order to keep the Gautreaux suit to manageable proportions and to avoid delay in the original action, the district court denied intervention in cases which 'rise or fall on their own merits without much reference to the consent decree'" 548 F. Supp. At 1287. In the case at bar, the LCO should likewise be denied permissive intervention so as not to further complicate the Gautreaux case. Clearly, the LCO interest to enforce the 1995 Agreement can rise or fall on its own merits without much reference to the Gautreaux consent decree.

As stated above, the LCO has failed to file a timely application for intervention and has failed to meet the requirements of intervention by right or permission. Therefore, this Court must deny the LCO's Emergency Motion.

It is also important to point out that the LCO is represented by the Legal Assistance Foundation, a subsidiary of the Legal Services Corporation. Federal regulations, however, specifically prohibit Legal Service Corporation recipients from initiating or participating in class actions. 45 C.F.R. § 1617. The Legal Assistance Foundation's Emergency Motion to Intervene in the Gautreaux class action lawsuit clearly runs afoul of this regulation. The Legal Assistance Foundation has offered no explanations.

### **III. LCO HAS FAILED TO SATISFY THE REQUIREMENTS FOR ISSUANCE OF A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

A district court must consider four factors in deciding whether a temporary restraining order and preliminary injunction should be granted. These factors are: 1) whether LCO has a reasonable likelihood of success on the merits; 2) whether LCO will have an adequate remedy at law or will be irreparably harmed if the injunction does not issue; 3) whether the threatened injury to LCO outweighs the threatened harm an injunction or restraining order may inflict on CHA; and 4) whether the granting of an injunction or restraining order will disserve the public interest. Pelfresne v. Village of Williams Bay, 865 F. 2d 877, 882 (7<sup>th</sup> Cir. 1989).

The facts, as recited in LCO's complaint, fail to establish even one of the four elements, as discussed below, and LCO's Emergency Motion and its complaint for injunctive relief and declaratory judgment should be stricken and dismissed.

#### **A. LCO HAS NO LIKELIHOOD OF SUCCESS ON THE MERITS.**

The action brought by LCO is essentially one for breach of contract, alleging that CHA has failed to provide replacement housing for displaced lakefront residents prior to demolition of the subject property. However, as stated above, and in attached affidavits, CHA has substantially complied with its obligations under the Agreement and has indicated its plans to continue to do so. The Court must understand that in undertaking these endeavors, CHA does not and cannot act alone. In most situations, it must not only obtain HUD approval, but the approval of Habitat as well. In addition, according to paragraph 15 of the Agreement, the LCO is required to give the CHA sixty (60) days notice of its intent to declare a breach of the Agreement prior to

instituting any suit to enforce the terms of the Agreement. (See Exhibit A, paragraph 15, attached). No such notice was received by CHA. Consequently, LCO has not performed the conditions required prior to filing this suit and, as in matters requiring exhaustion of “administrative remedies”, LCO should be directed to follow the procedures as outlined in the Agreement.

**B. LCO HAS AN ADEQUATE REMEDY AT LAW AND WILL NOT BE IRREPARABLY HARMED IF THE INJUNCTION DOES NOT ISSUE.**

LCO maintains that it has no adequate remedy at law because it will lose the “quid pro quo” (the demolition of the Lakefront properties) without having any assurance that the CHA and Habitat will build replacement housing. Curiously, LCO cites no case law to support its position. Perhaps this is because LCO’s position not only has no foundation in law, it has no foundation in fact. CHA has made substantial progress in providing replacement housing for the displaced residents according to the terms of the Agreement. (See Exhibit E, attached). Additional replacement housing is planned for the sites of the planned demolition. (See Exhibit E, attached). In the event that CHA fails to abide by the terms of the Agreement, LCO has an adequate remedy at law in the form of a breach of contract action. LCO has no “property” right of which they may be divested in the event of demolition. They simply have a right to decent, safe and sanitary housing. There are no allegations that any LCO members are without such housing. Despite outreach efforts to Lakefront relocatees, completed replacement housing in the North Kenwood-Oakland area remains unoccupied. (See Exhibit E, attached).

Consequently, the only thing LCO can complain of is the failure of CHA to meet the time constraints imposed by the Agreement. Such a complaint can be adequately addressed in a breach of contract action, with no irreparable harm incurred. It is not as if the subject property is the lodging of the LCO. Residents that have moved to other dwellings lack any legal interest in preventing CHA from treating empty shells as what they are. LCO has no right to maintain open and vacant buildings that pose an immediate and continuing hazard to the community. See McKenzie v. City of Chicago, 118 F. 3d 522 (7<sup>th</sup> Cir. 1997).

**C. THE THREATENED INJURY TO LCO DOES NOT OUTWEIGH THE HARM A RESTRAINING ORDER AND PRELIMINARY INJUNCTION MAY INFLICT ON CHA.**

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LCO once again resorts to its “quid pro quo” argument to establish the balance of harms in its favor. Once again, it fails miserably. The buildings are not currently occupied. The demolition of the buildings will not displace any residents. Presently, the buildings are dangerous, unsafe, unsanitary and otherwise unfit for human habitation, occupancy or use. (See Exhibit F, attached). It is not an appropriate use of judicial power to issue an injunction that adds nothing to the protection LCO already has or can obtain by taking rudimentary precautions. The irreparable harm to LCO if the injunction is erroneously denied does not exceed the irreparable harm to CHA if the injunction is erroneously issued. See McKenzie, supra at 555. The CHA wants and needs to go forward. It cannot stand still by allowing open, vacant and dilapidated housing to remain. The only harm that may be suffered by LCO is any delay which may occur as the result of delays in funding and construction. Certainly such harm does not outweigh the harm to the CHA if it is prevented from demolishing obsolete housing.

**D. THE GRANTING OF AN INJUNCTION OR RESTRAINING ORDER WILL DISSERVE THE PUBLIC INTEREST.**

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The United States Supreme Court has recognized that “where an injunction is asked which will adversely affect a public interest, for whose impairment, even temporarily, an injunction bond cannot compensate, the court may in the public interest withhold relief until a final determination of the rights of the parties, though the postponement may be burdensome to the Plaintiff.” Yakus v. United States, 321 U.S. 414, 440-441 (1994). Open and abandoned buildings may become grounds for criminal activity and may pose a danger to children who may enter and injure themselves. Open and vacant buildings pose an immediate and continuing hazard to the community. As a general rule, interference with the enjoyment or possession of land is considered “irreparable” since land is viewed as a unique commodity for which monetary compensation is an inadequate substitute. However, it is not clear that a similar rule should apply to buildings, since the buildings, unlike the land, can be repaired or replaced. LCO does not suggest any particular reason why these buildings are irreplaceable. The public interest would be furthered by allowing the demolition to proceed.

THEREFORE, CHA and Shuldiner request this Court to deny LCO's request to intervene and for leave to file a complaint for temporary restraining and preliminary injunction order so that CHA may accomplish this important milestone for the revitalization of the North Kenwood-Oakland community and continue to move forward in improving the lives of the Lakefront residents.

Respectfully submitted,  
CHICAGO HOUSING AUTHORITY

BY: Yolande Bourgeois  
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**REVISED AGREEMENT REGARDING FORMER RESIDENTS  
OF THE LAKEFRONT PROPERTIES AND  
THE FUTURE USE OF THOSE PROPERTIES**

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The Parties hereto enter this Agreement based upon a shared recognition and understanding that the rehabilitation of the remaining Lakefront Properties, hereinafter identified, is neither desirable nor appropriate. The parties do share a common goal of providing suitable housing choices to the former residents of the Lakefront Properties, including the choice to move back into the North Kenwood - Oakland community.

The Chicago Housing Authority (CHA) and the Lakefront Community Organization (LCO), which is the sole representative of the displaced Lakefront tenant families<sup>1</sup>, by their duly authorized representatives and attorneys, hereby agree as follows:

1. The CHA shall immediately apply to the Department of Housing and Urban Development ("HUD") for permission to demolish the four Lakefront Properties that have not been rehabilitated, namely the 453 units in the three building complex known as Lake Michigan Homes located at 1130 East 41st Street, 1132 East 42nd Street and 4155 South Lake Park, comprising HUD Project No. 2-4 and the 151 units in the building located at 4040 Oakenwald Street, part of HUD Project No. 2-34, Washington Park Homes.

2. In conjunction with its demolition application(s), CHA will submit to HUD replacement housing plans, as required by 42 U.S.C. 1437p(b)(3) and 24 CFR 970.11, for the provision of replacement housing units for each public housing unit to be demolished under its application(s). The replacement housing plans will provide for the acquisition or development of

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<sup>1</sup> The "displaced Lakefront tenant families" means:

(i) all persons who were residing at the six Lakefront properties (i.e., 3939 S. Lake Park Avenue, 3983 S. Lake Park Avenue, 4040 S. Oakenwald Street, 1130 E. 41st Street, 4155 S. Lake Park Avenue and 1132 E. 42nd Street) as of October 1, 1985 and who were displaced by the proposed Lakefront properties rehabilitation project, except that "displaced Lakefront tenant families" does not include those tenant families who are leaseholders at Lake Parc Place on the date of this agreement;

(ii) the following tenant families who resided at 4040 Oakenwald Street from November, 1986 to November, 1991 and who were temporarily relocated to Lake Parc Place in 1991 and whose names are listed on attachment A hereto.

EXHIBIT "A"

scattered site public housing units and the provision of Section 8 certificates.

3. No demolition of the four remaining Lakefront properties shall commence until: (a) HUD has entered binding funding commitments with CHA for the purposes set forth in paragraphs 4 and 5 of this Agreement; (b) the City of Chicago and CHA have identified, and CHA has obtained site control of, sufficient sites, which are acceptable to LCO, to develop 141 units of public housing in accordance with paragraph 6 of this Agreement and (c) the United States District Court has entered (i) an appropriate order permitting construction or rehabilitation of public housing under paragraphs 4 and 6 of this Agreement and (ii) an appropriate order amending CHA's tenant selection and assignment plan to permit priority occupancy rights to units developed under paragraphs 4, 5 and 6 of this Agreement to displaced Lakefront tenant families. If the conditions set forth in this paragraph 3 and in paragraph 15 below are satisfied, CHA shall demolish the four remaining Lakefront properties.

4. The CHA, through the Gautreaux-appointed Receiver, subject only to satisfaction of the conditions set forth in paragraphs 3(a) and 3(c)(1) of this Agreement, shall build approximately 100 units, but not less than 80 units, of public housing and shall build or otherwise provide a community center on sites owned or otherwise provided by CHA as part of its Lakefront properties, including the 4040 Oakenwald building. CHA, through the Gautreaux-appointed Receiver, shall apply to the City of Chicago Zoning Board of Appeals for a variance or special use which would permit construction of the community center, and shall appeal, if warranted by counsel for CHA or LCO, any determination that prohibits construction of the community center. CHA and the Gautreaux-appointed Receiver shall consult and attempt to reach agreement with LCO in all matters regarding the community center and shall provide LCO with office space in the community center.

5. Subject only to satisfaction of the conditions set forth in paragraphs 3(a) of this Agreement, the CHA, through the Gautreaux-appointed Receiver and/or the Joint Venture, shall build or rehabilitate not less than 200 scattered site units in communities of the City of Chicago other than North Kenwood-Oakland on sites which are acceptable to LCO.

6. The CHA, subject only to satisfaction of the conditions set forth in paragraph 3(b) and 3(c)(1) of this Agreement, shall build 141 units of scattered site housing (new or rehabilitated already funded pursuant to the Gautreaux Consent Decree, in the North Kenwood - Oakland community. These units will be developed by the Gautreaux-appointed Receiver and/or the Joint Venture, primarily on CHA owned vacant land and City of Chicago owned

sites, which are acceptable to LCO.

7. CHA shall apply to HUD for three hundred and two (302) Section 8 certificates for use as replacement housing. In the event CHA's Section 8 replacement housing application is not funded by HUD, either in whole or in part, CHA will make available up to 302 Section 8 certificates from its own inventory of Section 8 certificates to meet the replacement housing needs of displaced Lakefront tenant families.

8. Subject to the court order discussed in paragraph 3(c)(ii) of this Agreement, CHA shall offer, on a first priority basis, all units developed under paragraphs 4, 5 and 6 of this Agreement and all Section 8 certificates provided under paragraph 7 of this Agreement, (up to a combined maximum of 604 units and certificates), to eligible displaced Lakefront tenant families. Eligible families are all displaced Lakefront tenant families except those:

(a) who because of income are no longer eligible for CHA housing;

(b) who prior to moving out of the Lakefront Properties were subject to a written eviction order terminating their right to continued occupancy at CHA;

(c) who have been evicted from public housing for "good cause" as set forth at 24 CFR Section 966.4(1)(2) or other serious violation of their lease during the period of relocation.

(d) who have been relocated outside of CHA housing but who, during the period of relocation, have been convicted of a felony involving physical violence to persons or crimes against property that adversely affect the health, safety or welfare of other persons or the misdemeanors of aggravated assault, unlawful use of a weapon, battery or criminal damage to property;

(e) who left CHA owing rent and who after a reasonable opportunity to resolve any account balance refuse or are unable to resolve any rent arrearage within a reasonable time of any determination of ineligibility.

Any displaced Lakefront tenant family determined to be ineligible for replacement housing pursuant to the provisions of this paragraph will be entitled to appeal the determination of ineligibility to a committee composed of three members chosen by LCO and three members chosen by CHA. This committee shall have access to all relevant documents that led to the finding of ineligibility, shall consider any evidence of rehabilitation of the tenant family or any evidence of the tenant family's willingness to participate in social service or other appropriate counseling service programs, and shall be empowered to waive any

or all rent arrearages for good cause shown and to establish a reasonable installment payment plan.

This committee shall initially screen the tenants who shall reside in the housing to be provided under this Revised Agreement. After initial occupancy is completed the committee shall be expanded to nine (9) members, with the three (3) additional members to be selected from the residents who will reside in the new housing to be built under this Revised Agreement.

9. Up to a maximum of 604 eligible displaced Lakefront tenant families shall be afforded either their first or their second housing choice pursuant to paragraph 8 of this Agreement. CHA, through its tenant selection and assignment procedure, shall maintain a parity in the occupancy of public housing units developed pursuant to paragraph 4 of this Agreement between eligible low income and very low income families, as those terms are defined in 24 CFR Section 913.102. In the event that CHA's obligation to afford up to 604 displaced Lakefront tenant families with either their first or second housing choices can be reconciled with CHA's obligation to maintain a parity in the occupancy of public housing units, as required by this paragraph, CHA and LCO will negotiate a mutually agreeable amendment to this Agreement.

10. CHA shall negotiate and attempt to reach agreement with the LCO with respect to all matters involving the displaced Lakefront tenant families, including but not limited to agreeing with the Gautreaux-appointed Receiver and/or the Joint Venture relative to the site selection and design of all housing units constructed, rehabilitated or otherwise made available for occupancy pursuant to the terms of this Agreement and with CHA relative to the management and operation of all housing units constructed, rehabilitated or otherwise made available for occupancy pursuant to the terms of this Agreement.

11. CHA, with the assistance of LCO, shall conduct an aggressive outreach campaign to contact eligible displaced Lakefront tenant families in order to determine whether they wish to avail themselves of the housing opportunities being provided under this Agreement. CHA and LCO shall enter a side agreement setting forth the timing, scope and terms of the outreach program. A bar date will be fixed after which there will be no further right to replacement housing under this Agreement. Consistent with the outreach program developed by and agreed to by CHA and LCO, CHA will make all reasonable efforts to locate displaced Lakefront tenant families up to the bar date.

12. All displaced Lakefront tenant families who avail themselves of the replacement housing opportunities being provided under paragraphs 4, 5, 6 and 7 of this Agreement

shall be moved by CHA, at CHA's expense, or paid by CHA the amount of actual, reasonable moving costs, including the actual reasonable costs of utility reconnection.

13. The Gautreaux-appointed Receiver shall comply with Section 3 requirements in the demolition and construction identified in the Agreement, and shall work with CHA and LCO in identifying members of displaced Lakefront tenant families as eligible for training and employment opportunities pursuant to Section 3. CHA, directly or through its agent, shall provide training for interested residents regarding management and operation of the replacement housing units being provided pursuant to this Agreement.

14. By signing this document, LCO and CHA hereby agree that this Revised Agreement replaces and supplants the Memorandum of Accord entered into on May 27, 1986. However, if the conditions set forth in paragraph 3 of this Agreement for demolition of the four remaining Lakefront properties are not satisfied by January 1, 1996, LCO may give CHA seven days notice of its intent to declare a breach of this Agreement. If those conditions are not satisfied within that seven day notice period, LCO may declare breach of this Agreement. Upon such a declaration of breach, this Revised Agreement shall be null and void, and the terms and conditions of the original Memorandum of Accord, dated May 27, 1986, shall be reinstated.

15. The construction or rehabilitation of the replacement housing required under paragraphs 5 and 6 of this Agreement shall commence within ten months after satisfaction of the conditions set forth in paragraph 3 of this Agreement for demolition of the four remaining Lakefront properties and shall be completed within a reasonable time, as that term is defined by current construction industry standards for the type of construction and rehabilitation contemplated by the agreement. If the construction or rehabilitation of the replacement housing required under paragraphs 5 and 6 of this Agreement has not commenced within ten months after satisfaction of the conditions set forth in paragraph 3 of this Agreement for demolition of the four remaining Lakefront properties or is not completed within ten months thereafter, LCO shall give CHA sixty days notice of its intent to declare a breach of this Agreement prior to instituting any suit to enforce the terms of this Agreement.

16. CHA's entry into this Revised Agreement in the context of the unique circumstances involving the displacement and relocation of the former residents of the Lakefront Properties shall not be deemed a precedent with respect to the relocation and replacement housing rights of other CHA tenants families who may be displaced and relocated from their present housing unit as a consequence of future demolition of CHA housing units.

17. This agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. In construing the terms of this Agreement, neither C nor LCO shall be deemed the drafter of this Agreement.

18. In consideration of the Agreement by the CHA to enter into the above obligations, the LCO agrees to support CHA's application to HUD for demolition of the Lakefront Properties. Both parties to this agreement agree to comply with all terms and conditions set forth herein, agree to cooperate and support implementation of this agreement and acknowledge that this agreement is intended by the parties to be a binding contract enforceable by either party in any court of competent jurisdiction.

19. CHA shall reimburse LCO for all reasonable expenses incurred by LCO members in connection with the implementation of this Revised Agreement, including car fare and transportation, telephone and copying expenses. Such reimbursement shall be provided by CHA within 30 days of submission by LCO of reasonable proof of expenditures to CHA.

EXECUTED THIS 22<sup>nd</sup> DAY OF September 1991  
IN CHICAGO, ILLINOIS

FOR THE LAKEFRONT COMMUNITY  
ORGANIZATION:

By:

Clara Dixon  
CLARA DIXON, President

By:

Izora Davis  
IZORA DAVIS  
Executive Board Director

By:

John Williams  
JOHN WILLIAMS  
Executive Board Director

By:

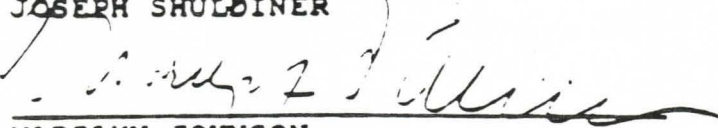
Darlene Rush  
DARLENE RUSH  
Executive Board Director

1116  
\_\_\_\_\_  
WILLIAM P. WILEN  
MICHAEL PARDYS  
ALLISON ASHE-CARD  
Legal Assistance Foundation  
of Chicago  
143 S. Dearborn Street  
Suite 700  
Chicago, Illinois  
Attorneys for LCO

FOR THE CHICAGO HOUSING AUTHORITY:

By:

  
\_\_\_\_\_  
JOSEPH SHULZINER

  
\_\_\_\_\_  
MARILYN JOHNSON  
Chicago Housing Authority  
200 W. Adams Street  
Suite 2100  
Chicago, Illinois 60606  
Attorney for CHA

ATTACHMENT A

The families of:

1. Felisa Dixon
2. Michelle Davis
3. Assie Lee Williams
4. Audrey Motes
5. Yvette Jones
6. Rose Wallace
7. Carlos Roberts
8. Hattie Taylor
9. Addie Archibald
10. Debra Miller
11. Katie Johnson
12. Ronald Henry
13. Tonia Rush

CIA Southern Site Housing  
Master Production Schedule  
6/2/97

*APPROVED NJ*

| ADDRESS            | UNIT<br>TYPE | PRO  | START<br>FOUNDATION | ERECT<br>FRAME | START<br>DRYWALL | TURNOVER | DESIGN<br>REVISIONS |
|--------------------|--------------|------|---------------------|----------------|------------------|----------|---------------------|
| 827 E. BOWEN       | 3C           | 184A | ON HOLD             | 0/VALUE1       | 0/VALUE1         | 0/VALUE1 |                     |
| 824 E. 42ND        | 3C           | 184A | 4/8/97              | 5/22/97        | 6/26/97          | 6/1/97   |                     |
| 900 E. 40TH        | 3D           | 184A | 4/17/97             | 6/2/97         | 7/9/97           | 8/22/97  |                     |
| 802 E. 41ST        | 3LB          | 184A | 4/28/97             | 6/5/97         | 7/14/97          | 8/27/97  |                     |
| 4416 S. UNIVERSITY | 3LC          | 184A | 7/25/97             | 8/12/97        | 9/16/97          | 11/3/97  |                     |
| 4448 S. UNIVERSITY | 1C           | 184A | 8/5/97              | 8/21/97        | 9/16/97          | 10/30/97 |                     |
| 4544 S. OAKENWALD  | 2E           | 184A | 8/14/97             | 9/1/97         | 10/8/97          | 11/21/97 |                     |
| 4630 S. DREXEL     | 5H           | 184A | 11/3/97             | 11/18/97       | 1/7/98           | 2/27/98  | HC accessible       |
| 1218 E. 46TH       | 3C           | 184A | 11/12/97            | 11/28/97       | 1/6/98           | 2/19/98  | V & H               |
| 1216 E. 46TH       | 1B           | 184A | 11/21/97            | 12/8/97        | 1/2/98           | 2/17/98  |                     |
| 4246 S. DREXEL     | 6H           | 184A | 12/2/97             | 12/18/97       | 2/5/98           | 3/30/98  | HC accessible       |

Note: 4630 S. Drexel and 4246 S. Drexel are physically handicapped "Accessible" on the 1st floor.

1218 E. 46th is Visually and Hearing Impaired on 1st floor.

## Kenwood-Oakland Revitalization Program Program Status

| <u>Units Within North Kenwood / Oakland Communities</u>             | <u>Units</u> | <u>Timetable</u> |
|---------------------------------------------------------------------|--------------|------------------|
| • Total units with demonstrated site control.                       | 142          | NA               |
| • Units completed as of 11/9/98.                                    | 30           | 3/97 - 11/98     |
| • Units currently under construction.                               | 5            | 10/98 - 1/99     |
| • Units expected to be under construction within the next 60 days.* | 36           | 1/99 - 4/00      |
| • Units by private developer commitment.                            | 19           | unknown***       |
| • Public housing units currently proposed for the "Drexel" site.**  | 52           | unknown***       |

### Units Outside of North Kenwood / Oakland Communities

|                                                            |     |              |
|------------------------------------------------------------|-----|--------------|
| • 25 Sites are under contract in the Woodlawn Community.   | 43± | NA           |
| • Units rehabilitated in General Areas (Rogers Park, etc.) | 38  | 12/96 - 3/98 |

\* Permits applied for.

\*\* In design/development process.

\*\*\* Subject to determination of actual start date and absorption rate of market product.



# *The Chicago Housing Authority*

June 2, 1998

Joseph Shuldiner  
Executive Director

Executive Committee  
Rosanna Marquez  
Timothy W. Wright III  
Dr. Mildred Harris

Ed Moses  
Deputy Executive  
Director for Community  
Relations & Involvement

Carmen E. Browne  
Acting Deputy  
Executive Director  
Finance &  
Administration

Jerome M. Butler  
General Counsel

Izora Davis, President  
Lakefront Community Organization  
3983 S. Lake Park Avenue  
Chicago, Illinois 60653

Dear Ms. Davis:

Subject: Demolition Intention

It is the intention of the Chicago Housing Authority (CHA) per its compliance with the Revised Agreement Regarding Former Residents Of The Lakefront Properties and The Future Use of Those Properties to commence demolition of the four remaining Lakefront Properties (4040 South Oakenwald, 1130 East 41<sup>st</sup> Street, 1132 East 42<sup>nd</sup> Street and 4155 South Lake Park) the week of July 13, 1998, but no later than August 1, 1998.

A reprise of this compliance with the Revised Lakefront Agreement follows.

## STATUS OF CONSTRUCTION

As of the writing of this letter, within North Kenwood/Oakland, eighteen (18) units have been completed/transferred. Another eight (8) units are under construction and are scheduled to be transferred in June 1998. Nine (9) units are waiting for approval of building permits (see attached for addresses). Outside of North Kenwood/Oakland, thirty-eight (38) units have been completed/transferred in the Lakefront Replacement Housing program. Therefore, a total of fifty-six (56) units are complete/transferred.

## OUTREACH AND OCCUPANCY

In 1997 CHA conducted an outreach to Lakefront Relocates by advertising in three (3) metropolitan newspapers and on radio for the new units within North Kenwood/Oakland. In addition, CHA did a mailing to Lakefront Relocates who had responded to prior outreaches. Of the eighteen (18) completed units, thirteen (13) are occupied. Of the five (5) vacancies, four (4) are three-bedroom units and one (1) is a one-bedroom unit. Lakefront applicants for three (3) of the three-bedroom units have been processed and approved by the Screening Committee. An applicant for the one-bedroom unit is being processed. You were notified in advance of the date when Screening Committee held its meeting.

## SITE CONTROL

In its First Quarter Report of 1998 to Chief Judge Marvin E. Aspen, The Habitat Company reported that site control of 143 units had been obtained. Habitat's Land Inventory indicating the addresses and number of units is attached. In summary, the units and their stages of development are as follows:

626 West Jackson Boulevard • Chicago, Illinois 60661-5601 • (312) 791-8500

EXHIBIT "C"

| NUMBER OF UNITS | PROGRAM NUMBER   | STATUS                                                                                                                      |
|-----------------|------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 33              | P002-184         | In construction, 18 units completed<br>15 to be completed                                                                   |
| 25              | P002-206         | In Bid process, Permits & Pricing                                                                                           |
| 15              | P002-180T        | In Bid process, 2 responses received<br>for 4300 Berkeley RFP, New England<br>Builders & Dorset Ltd. JV Submitted to<br>HUD |
| 44              | P002-193         | Drexel RFP being formatted                                                                                                  |
| 12              | P002-180P        | To be purchased from Thrush<br>Development 46 <sup>th</sup> & Woodlawn                                                      |
| 5               | P002-180P        | To be purchased from New Kenwood<br>L.L.C. Shakespeare School                                                               |
| 2               | P002-180P        | To be purchased from Pope Place                                                                                             |
| 1               | P002-205         | Drawings completed                                                                                                          |
| 2               | (Rehab)          | Under construction                                                                                                          |
| 4               | Misc. Properties | Tentatively Planned for Lakefront RFP or<br>Infill Units                                                                    |
| 143 Total Units |                  |                                                                                                                             |

As evidence of site control we have enclosed Warranty, Trustee, and Quitclaim Deeds, and offer letters from Thrush Development Co., and New Kenwood L.L.C. It is anticipated that a letter offering two units at Pope Place will be obtained and once received we will transmit a copy to you. Also enclosed is a HUD Purchase Agreement, Record of Invoice for one site whose closing is pending and The Habitat Co. letter dated June 20, 1997. Please note that some sites (821, 825, 827, and 829 E. 42<sup>nd</sup> Place) included in the Drexel RFP are part of the City of Chicago's commitment to provide 4 units of public housing with market rate housing and thus have not been transferred to The Habitat Co. Also, the additional properties that are listed in Habitat's Land Inventory as historic sites will be swapped for other city owned sites or Habitat will be compensated for them.

### **COMPLIANCE WITH LAKEFRONT AGREEMENT**

Paragraph 3 of the Revised Agreement Regarding Former Residents of the Lakefront Properties and the Future Use of Those Properties (Revised Agreement) states that "If the conditions set forth in this paragraph 3 and in paragraph 15 below are satisfied, CHA shall demolish the four remaining Lakefront Properties". In previous discussions with you, CHA has stated its plans to proceed with the demolition of these buildings this year. Following is a summary of actions that have taken place showing compliance with the Revised Agreement:

Paragraph 1 and 2: Demolition and replacement housing plan for the four high rises were approved by the Department of Housing and Urban Development (HUD) on September 28, 1995.

Paragraph 3: a) Funding has been allocated by HUD for 317 units.  
 Funding for the remaining 104 to 124 units may come from

proceeds from the sale of market rate housing, rental units from private developers, City of Chicago, and HUD as development continues.

b) Pursuant to the enclosed documentation there are enough sites under the control of The Habitat Company to meet the requirements to build 141 units of public housing in accordance with paragraph 5 of the Revised Agreement.

(c)(i) Under the Gautreaux Consent Decree North Kenwood/Oakland community was designated a Revitalizing Area by Chief Judge Marvin E. Aspen U.S. District Court which permits the construction or rehabilitation of public housing under Paragraphs 4 and 6 of the Revised Agreement.

(c)(ii) First priority occupancy rights were established for displaced Lakefront families on July 18, 1997 (CHA letter attached) for units developed pursuant to Paragraph 4, 5, and 6 of the Revised Agreement.

Paragraph 15:

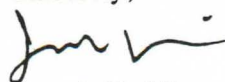
This paragraph states that construction or rehabilitation of the replacement housing required under paragraphs 5 and 6 (200 units outside of North Kenwood/Oakland and 141 units within this area) commence within ten months after satisfaction of the conditions set forth in Paragraph 3 of the Revised Agreement. As documented above, construction has commenced in both areas and 56 units have been completed.

Pursuant to the stipulations of the Revised Agreement, the CHA has determined that Paragraphs 3 and 15 are hereby satisfied. It is therefore CHA's intention per the Revised Agreement to commence demolition of the four (4) remaining Lakefront Properties the week of July 13, 1998, but no later than August 1, 1998.

CHA fully intends to continue to comply with the Revised Agreement, provide replacement housing and cooperate with the Lakefront Community Organization. We feel that this is an important milestone for the revitalization of the community and a step forward in improving the lives of the Lakefront residents.

If you have any questions, please contact Andrew Rodriguez, Director, Redevelopment Division at (312) 791-8500, extension 4501.

Sincerely,



Joseph Shuldiner  
Executive Director

Izora Davis  
Lakelront Replacement Housing Program  
North Kenwood/Oakland Status  
Page 4

cc: Karen Newton, Interim Chairperson  
Rich Monocchio, Executive Office  
Ed Moses, Deputy Executive Director  
Carole Millison, President WCDC  
Thomas Harkless, Director Housing Management  
Andrew Rodriguez, Director Redevelopment  
Valerie Jarrett, The Habitat Company  
Rozanna Marquez, City of Chicago

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Housing Program2

**DEEDS FOR LAKEFRONT REPLACEMENT HOUSING PROGRAM**  
**NORTH KENWOOD/OAKLAND COMMUNITY**

Below are the addresses of the attached Warranty, Trustee and Quitclaim Deeds in control of the Habitat Company.

4204 S. Drexel  
4100 S. Ellis  
4154 S. Lake Park  
4593 and 4595 Oakenwald  
4999 S. Oakenwald  
1012 E. 41<sup>st</sup> Place  
1014 E. 41<sup>st</sup> Place  
1016-1018 E. 41<sup>st</sup> Place  
1034 E. 41<sup>st</sup> Place  
4430 and 4432 S. University  
827-29 E. Bowen  
4246 S. Drexel  
4630 S. Drexel  
4544 S. Oakenwald  
4400 S. University  
4448 S. University  
802 E. 41<sup>st</sup> Street  
824-826 E. 42<sup>nd</sup> Street  
1216-18 E. 46<sup>th</sup> Street  
4413 S. Oakenwald  
927-929 E. 45<sup>th</sup> Street  
819-23 E. 45<sup>th</sup> Street  
4338 S. Greenwood  
945 E. 45<sup>th</sup> Street  
4333 S. Berkeley  
4331 S. Ellis  
4328-32 S. Greenwood  
823 E. 42<sup>nd</sup> Place  
3975 S. Ellis  
808 E. 41<sup>st</sup> Street  
804-806 E. 41<sup>st</sup> Street  
4027 S. Lake Park  
4365 S. Greenwood  
1211 E. 44<sup>th</sup> Place



# *The Chicago Housing Authority*

Edwin Eisendrath  
*Chairman*

Joseph Shuldiner  
*Executive Director*

*Executive Committee*  
Rosanna Marquez  
Artensa Randolph  
Timothy W. Wright III  
Dr. Mildred Harris

Jerome Butler  
*General Counsel*

Ed Moses  
*Deputy Executive  
Director for Community  
Relations & Involvement*

Ana L. Vargas  
*Deputy Executive  
Director for Finance and  
Administration*

July 18, 1997

Ms. Izora Davis  
Lakefront Community Organization  
3983 S. Lake Park Avenue  
Chicago, Illinois 60653

Dear Ms. Davis:

The CHA anticipates leasing the first nine (9) of 241 Lakefront replacement units in the summer and fall of 1997. This letter outlines how CHA will select applicants for the Waiting List and screen these Waiting List applicants in accordance with federal law.

I have enclosed a list of the displaced Lakefront tenant families generated by two CHA and one Chicago Metropolitan Housing Development Corporation (CMHDC) outreach mailings. The list of former Lakefront residents which you gave the Occupancy Department is being compared to a similar list of relocatees assembled by the Occupancy Department so that discrepancies on the list can be corrected. The CHA Occupancy Department is also indicating, for each person on your list, whether the person has responded to an outreach effort and what the response has been. All of these lists will be combined into a master list of Lakefront relocatee respondents. For each phase of Lakefront replacement housing, the CHA will try to reach additional Lakefront displaced tenant families by placing an outreach ad in the Chicago Sun-Times and Chicago Defender newspapers and mailing a letter to all respondents of the three previous outreaches (see enclosure). You are requested to add to the enclosed list any eligible displaced Lakefront families, as defined by the enclosed Revised Agreement, who are not yet on the list.

## The Wait List

The CHA will offer, on a first priority basis, Lakefront replacement homes to eligible displaced Lakefront families. CHA's Occupancy Department is creating a Waiting List of these families and will organize the list according to family size. Due to the very short time period available before occupancy of the first nine units (see enclosed construction schedule and property list), the CHA is sending a letter this week to all verified relocatees (letter and list enclosed). All persons on Attachment A of the Revised Agreement who require one bedroom units will also receive the letter inviting them to schedule a screening interview with CHA's Occupancy Department.

All Lakefront relocatees verified by Occupancy will also be verified by Ms. Izora Davis, Lakefront Community Organization (LCO), by completing the enclosed Relocation Verification Form.

For each phase of replacement housing, if the eligible displaced Lakefront families Waiting list is exhausted, the CHA will make offers to families on CHA's general waiting list.

#### Screening of Applicants

CHA's current screening criteria, as required by federal law, requires an eligibility and suitability determination for each family as follows:

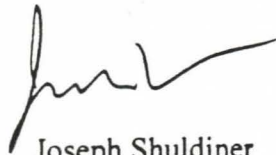
- Eligibility includes:
  1. Citizenship
  2. Income
  3. Family composition
- Suitability considers the following factors:
  1. past performance in meeting financial obligation, especially rent
  2. record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect health, safety, welfare of other tenants
  3. involvement in criminal activity on part of any applicant family member which would adversely affect health, safety or welfare of other tenants
  4. a record of eviction from housing or termination from residential programs
  5. ability and willingness to comply with the terms of the CHA lease
  6. any misrepresentations related to eligibility
  7. reasonable cause to believe that a family member's illegal use or pattern of illegal use of a controlled substance or abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents (Notice PIH 96-27, "Occupancy Provisions of the Housing Opportunity Program Extension Act of 1996")

7. Memorandum of Accord Regarding Relocation of Residents from the Lakefront Properties Pursuant to the CIAP Rehabilitation Project dated May 2, 1996
8. Gautreaux Order dated June 3, 1996
9. North Kenwood-Oakland status dated 6/19/97
10. Chicago Housing Authority Occupancy Department acknowledgment of response to outreach letter
11. Lakefront/Washington Park Extension Relocation Verification Form

The CHA is very excited to announce the availability of these replacement homes, and I look forward to a vibrant Lakefront community of which our public housing will be an important part.

If you have any questions, please contact Andrew Rodriguez, Director, Redevelopment Division at (312) 791-8500 extension 4501.

Sincerely,



Joseph Shuldiner  
Executive Director

Enclosures

cc:

Edwin Eisendrath, Chairman  
Ed Moses, Deputy. Executive Dir. for Community Relations & Involvement  
Carole Millison, President of WCDC  
Thomas Harkless, Director of Housing Management  
John Hickey, Regional Contract Administrator, Private Mgmt Admin.  
Duane Walker, Director, Occupancy  
Andrew Rodriguez, Director of Redevelopment Division

JS/CH/dg  
C:/prunits

## LAKEFRONT PROPERTIES/KENWOOD/OAKLAWN FIRST MAILING LIST

|    | NAME              | ADDRESS                 | LTR<br>MAILED<br>1ST | LTR<br>MAILED<br>2ND | LTR<br>MAILED<br>3RD | MAIL<br>RETUR 1ST<br>BY POST | OUT<br>2ND | REACH<br>3RD | RESPONSES<br>4TH | STATUS |
|----|-------------------|-------------------------|----------------------|----------------------|----------------------|------------------------------|------------|--------------|------------------|--------|
|    |                   |                         | 1991                 | 1993                 | 1994                 | OFFICE                       |            |              |                  |        |
| 1  | FELICIA GUNN      | 7234 S. JEFFERY         |                      |                      |                      |                              |            |              |                  |        |
| 2  | GRACE STANDFORD   | 6102 S. MICHIGAN        |                      |                      |                      |                              |            |              |                  |        |
| 3  | SYLVA BLUE        | 6102 S. MICHIGAN        |                      |                      |                      |                              |            |              |                  |        |
| 4  | DORIS HICKS       | 4120 S. PRAIRIE         |                      |                      |                      |                              |            |              |                  |        |
| 5  | FAYE ADAMS        | 1201 E. 72ND ST.        |                      |                      |                      |                              |            |              |                  |        |
| 6  | FELISA DIXON      | 3983 S. LAKE PARK # 710 |                      |                      |                      |                              |            |              |                  |        |
| 7  | ASSIE WILLIAMS    | 3983 S. LAKE PARK #205  |                      |                      |                      |                              |            |              |                  |        |
| 8  | CALOS ROBERTS     | 3983 S. LAKE PARK #307  |                      |                      |                      |                              |            |              |                  |        |
| 9  | ADDIE ARCHIBALD   | 3983 S. LAKE PARK #203  |                      |                      |                      |                              |            |              |                  |        |
| 10 | MARY CONNER       | 6726 S. RHODES          |                      |                      |                      |                              |            |              |                  |        |
| 11 | MARY DEBERRY      | 5017 S. ELIZABETH       |                      |                      |                      |                              |            |              |                  |        |
| 12 | BEVERLY ELDRIDGE  | 2727 S. INDIANA         |                      |                      |                      |                              |            |              |                  |        |
| 13 | VICKIE GREEN      | 7962 E. 73RD            |                      |                      |                      |                              |            |              |                  |        |
| 14 | EVA GILMORE       | 4848 S. STATE #605      |                      |                      |                      |                              |            |              |                  |        |
| 15 | PATRICIA HARRIS   | 1522 E. 67TH PL         |                      |                      |                      |                              |            |              |                  |        |
| 16 | SHIRLEY WILLIAMS  | 11604 S. STATE          |                      |                      |                      |                              |            |              |                  |        |
| 17 | AARIS JEAN HENELY | 1628 W. ESTES AVE       |                      |                      |                      |                              |            |              |                  |        |
| 18 | EARLINE JONES     | 2740 S. PRAIRIE         |                      |                      |                      |                              |            |              |                  |        |
| 19 | LAURA JAKES       | 5238 S. GREEN           |                      |                      |                      |                              |            |              |                  |        |
| 20 | ASTRID STOKES     | 1142 S. WALKINS         |                      |                      |                      |                              |            |              |                  |        |
| 21 | MARY GILESPPIE    | 5728 S. INDIANA         |                      |                      |                      |                              |            |              |                  |        |
| 22 | VEARLENE GIST     | 7206 S. EUCLID #3       |                      |                      |                      |                              |            |              |                  |        |
| 23 | BERTHA HARGROVE   | 4447 N. MAGNOLIAN       |                      |                      |                      |                              |            |              |                  |        |
| 24 | JEROME GIMMAGE    | 5837 S. CALUMET #1N     |                      |                      |                      |                              |            |              |                  |        |
| 25 | TAWANA GRIMAGE    | 6550 S. LAFLIN 2FL      |                      |                      |                      |                              |            |              |                  |        |
| 26 | ROBIN MILES       | 7659 M BOSWORTH         |                      |                      |                      |                              |            |              |                  |        |
| 27 | BARBARA PLAIR     | 727 E. 38TH ST. #403    |                      |                      |                      |                              |            |              |                  |        |



5. In previous discussions with LCO, CHA has stated its plans to proceed with demolition of the four remaining Lakefront properties (4040 S. Oakenwald, 1130 E. 41<sup>st</sup> Street, 1132 E. 42<sup>nd</sup> Street and 4155 S. Lake Park). (See Exhibit C, attached).

6. CHA has taken the following actions in a good faith attempt to comply with the provisions of the Agreement:

- a. Demolition and replacement housing plans for the lakefront properties were approved by HUD on September 28, 1995. (See Exhibit E-1, attached).
- b. Funding has been allocated by HUD for 317 units. Funding for the remaining 104 to 124 units is expected to be derived from proceeds from the sale of market rate housing, rental units from private developers, City of Chicago, and HUD as development continues.
- c. Habitat has site control of one hundred and forty-two (142) units.
- d. The North Kenwood/Oakland community has been designated a Revitalizing Area by this Court.
- e. First priority occupancy rights were established for displaced lakefront families on July 18, 1997.
- f. Construction or rehabilitation of replacement housing has commenced both within and outside the North Kenwood/Oakland area and sixty-eight (68) units have been completed.
- g. CHA fully intends to continue to comply with the Agreement, provide replacement housing and cooperate with LCO.

7. Despite outreach efforts to Lakefront relocatees conducted by CHA, including advertising in three (3) metropolitan newspapers and on radio for the new units within North Kenwood/Oakland, as well as direct mailings to relocatees who did not respond to prior outreach efforts, nine (9) of the completed units are still unoccupied.



OFFICE OF THE ASSISTANT SECRETARY  
FOR PUBLIC AND INDIAN HOUSING

CHICAGO

Mr. Joseph Shuldiner  
Executive Director  
Chicago Housing Authority  
626 West Jackson Boulevard  
Chicago, IL 60661

Dear Mr. Shuldiner:

SUBJECT: Approval of the Chicago Housing Authority (CHA) Request  
for the Demolition of 607 Units at Developments  
IL06P002034, Washington Park Homes, and IL06P002041,  
Lake Michigan Homes know as Lake Front Properties

The Department has reviewed the above-subject application  
dated July 26, 1995, which was received in the Demolition  
Processing Control point, August 2, 1995.

I am pleased to inform you that your request to demolish  
607 units in the four buildings at Washington Park Homes and Lake  
Michigan Homes (identified below) is approved.

| LAKE FRONT PROPERTIES DEMOLITION APPROVAL |                         |           |           |           |           |           |
|-------------------------------------------|-------------------------|-----------|-----------|-----------|-----------|-----------|
| Project<br>Number                         | Address                 | 1-<br>BDR | 2-<br>BDR | 3-<br>BDR | 4-<br>BDR | TOTA<br>L |
| IL06P002034                               | 4040 S. Okenwald<br>Ave | 2         | 28        | 90        | 30        | 150       |
| IL06P002041                               | 4155 S. Lake<br>Park    | 3         | 28        | 90        | 30        | 151       |
| IL06P002041                               | 1130 E. 41st<br>Street  | 4         | 28        | 90        | 31        | 153       |
| IL06P002041                               | 1132 E. 42nd<br>Street  | 4         | 28        | 90        | 31        | 153       |
| TOTAL                                     |                         | 13        | 112       | 360       | 122       | 607       |

Approval of your application is based on the Department's  
understanding of your application as outlined in the enclosed  
memorandum from me to the Illinois State Office.

Distribution: 10/10/95 dad (✓ if applicable)  
✓ J. Shuldiner  
□ Dr. C. Adams  
□ H. Holton  
□ G. Murray  
✓ M. F. Johnson  
□ T. Lipo  
✓ R. Monocchio  
✓ J. Nelson  
✓ A. Rodrigue  
✓ G. Russ  
□ S. Rutyna  
✓ S. Onakhi  
✓ A. Vargas  
✓ B. Prescott  
□ Profit/Ower

EXHIBIT "E-1"

As part of your submission, you included a request for the following replacement units from the Department:

| FFY 95 Replacement Housing Requested |       |       |       |       |
|--------------------------------------|-------|-------|-------|-------|
| 1-BDR                                | 2-BDR | 3-BDR | 4-BDR | TOTAL |
| 13                                   | 112   | 360   | 122   | 607   |

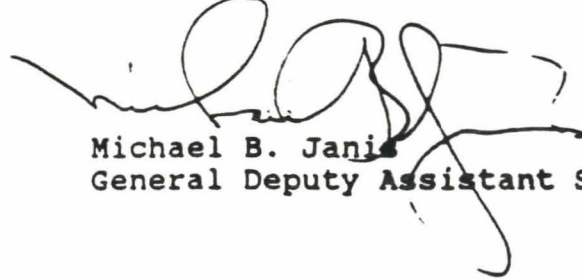
Under the Rescissions Act, PL 104-19, signed by President Clinton on July 27, 1995, public housing agencies (HAs) approved for demolition or disposition of public housing dwelling units on or before September 30, 1995, are no longer required to do one-for-one replacement, nor is the Department obligated to provide funding for replacement housing units. As a result of the Rescissions Act, there are very limited resources for funding replacement housing this fiscal year. In accordance with the Notice of Funding Availability issued in the Federal Register on June 16, 1995, as modified by the Rescissions Act, the Department's funding will be limited to litigation related units and priority replacement housing requests. You will be notified before the end of the fiscal year if your application for replacement housing will be funded by the Department.

The Illinois State Office has been informed of this approval and its staff is available to provide any technical assistance necessary for your agency to proceed with demolition of the units, or development of your new public housing units.

In accordance with the recently published regulations, your agency is required to inform the Illinois State Office of the status of the project, (i.e. delays, actual disposition or other problems). When the disposition is completed, please submit a report to the Illinois State Office confirming the action and certifying compliance with all applicable requirements. Files must be maintained which are sufficient for audit purposes and must be made available upon request.

As you start the implementation process, I urge your agency to continue to maintain an open dialogue with your residents and local officials. If you have an occasion to modify your plans, the Illinois State Office stands ready to assist you, as does my staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael B. Janis", with a long, sweeping horizontal line extending to the right.

Michael B. Janis  
General Deputy Assistant Secretary

Enclosure

OFFICE OF THE ASSISTANT SECRETARY  
FOR PUBLIC AND INDIAN HOUSING

SEP 28 1995

MEMORANDUM FOR: Richard B. Kruschke, Director, Illinois State  
Office of Public HousingFROM: Michael B. Japis, General Deputy Assistant Secretary for  
Public Indian Housing

THROUGH: Ainars Rodins, P.E., Program Advisor

SUBJECT: Approval of the Chicago Housing Authority (CHA) Request  
for the Demolition of 607 units at Developments  
IL06P002034, Washington Park Homes, and IL06P002041,  
Lake Michigan Homes

This application was received by the Demolition/Disposition Control Point from the CHA August 2, 1995. The environmental review was performed by the Illinois State Office staff.

The proposed demolition is for four buildings from parts of two CHA developments, Washington Park Homes and Lake Michigan Homes. Locally this group of buildings is referred to as Lake Front Properties.

| ORIGINAL CONFIGURATION OF DEVELOPMENTS CONTRIBUTING TO LAKE<br>FRONT SKIRPS DATA |           |           |           |           |           |           |              |          |
|----------------------------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|----------|
|                                                                                  | 0-<br>BDR | 1-<br>BDR | 2-<br>BDR | 3-<br>BDR | 4+BD<br>R | TOTA<br>L | # of<br>Bldg | DOF<br>A |
| IL06P002034<br>Washington<br>PK                                                  | 35        | 172       | 186       | 734       | 432       | 1559      | 68           | 3/6<br>0 |
| IL06P002041<br>Lake<br>Michigan                                                  |           | 146       | 85        | 270       | 92        | 593       | 4            | 9/6<br>3 |
| TOTAL                                                                            | 35        | 318       | 271       | 1004      | 524       | 2152      | 72           |          |

The Lake Front properties that CHA is proposing to demolish are configured as follows:

| CONFIGURATION of PROPOSED DEMOLITION at LAKE FRONT PROPERTIES |                      |       |       |       |       |       |
|---------------------------------------------------------------|----------------------|-------|-------|-------|-------|-------|
| Project Number                                                | Address              | 1-BDR | 2-BDR | 3-BDR | 4-BDR | TOTAL |
| IL06P002034                                                   | 4040 S. Okenwald Ave | 2     | 28    | 90    | 30    | 150   |
| IL06P002041                                                   | 4155 S. Lake Park    | 3     | 28    | 90    | 30    | 151   |
| IL06P002041                                                   | 1130 E. 41st Street  | 4     | 28    | 90    | 31    | 153   |
| IL06P002041                                                   | 1132 E. 42nd Street  | 4     | 28    | 90    | 31    | 153   |
| TOTAL                                                         |                      | 13    | 112   | 360   | 122   | 607   |

The CHA is asking to demolish 607 units at Washington Park Homes and Lake Michigan Homes, based on 24 CFR 970.6(a) "...the project or a portion of the project is obsolete as to physical condition, location, or other factors, making it unusable for housing purposes and no reasonable program of modifications, is feasible to return the project or portion of the project to useful life..." and 24 CFR 970.6(a)(3) "Other factors which have seriously affected the marketability, usefulness, or management of the property." The CHA has provided cost estimates in its application that show the repairs to the facilities, \$71,786,855, would exceed the current cost guidelines of \$66,056,250. The CHA further contends that even if the development was rehabilitated, it still would not be suitable for use by families because the high-rise design with single loaded exterior corridors has proven unmanageable. The CHA and the City of Chicago are also interested in reducing the residential density in this neighborhood, so elimination of these buildings would help alleviate this problem. We concur in CHA's determination.

These buildings have been vacant since 1985. They were vacated because of the large number of building code violations that had been issued by the City of Chicago. The CHA has certified that the relocation at the time the buildings were vacated was performed in accordance with the regulations in effect at the time and the residents were moved into other CHA developments or given Section-8 certificates.

The CHA is requesting 607 units of low rent housing development replacement units from this Fiscal Year's (FY) development allocation as explained below:

| Lakefront FY 95 Replacement Housing Requested |       |       |       |       |
|-----------------------------------------------|-------|-------|-------|-------|
| 1-BDR                                         | 2-BDR | 3-BDR | 4-BDR | TOTAL |
| 13                                            | 112   | 360   | 122   | 607   |

The CHA includes documentation that the residents of these developments, as well as those relocated from the buildings have been consulted in the development of the application for partial demolition of these two projects, as well as changes to the overall plans for these facilities. Included in the package is a letter dated July, 1994 telling former residents of the buildings slated for demolition of two public meetings August 4, 1994, and August 8, 1994, to discuss the revised plans. This letter also asks for resident feedback on whether they want to return to the neighborhood after redevelopment is completed. Copies of the resident responses are included in the application package. A public meeting was held on January 25, 1994 with the development residents and other CHA residents to discuss the demolition plans. No written comments other than those on the response cards were received.

The CHA did not offer these buildings for sale to the development resident groups based on the exemption in 24 CFR 970.13(a)(2)(i) of the regulation, "... The PHA has determined the property proposed for demolition is an imminent threat to the health and safety of the residents...." The CHA includes documentation in its submission showing that the CHA was forced to close these buildings by the City of Chicago due to dangerous and hazardous code violations within the buildings. In January of 1992, a structural analysis was prepared by Salse Engineering which uncovered structural weaknesses throughout all of the gallery slabs indicating that the buildings were no longer safe. Therefore, we concur in the CHA's determination that the buildings proposed for demolition do not constitute an appropriate opportunity to purchase for the resident organization.

The CHA has not identified sites for the replacement units, but the CHA has provided, with the application, a certification that it will comply with site and neighborhood standards requirements found at 24 CFR Part 941 as required under the public housing development program, once sites have been identified.

The CHA has provided a certification assuring that it will comply with the accessibility requirements set forth in 24 CFR Part 8.25 in conjunction with the proposed RHP.

An Environmental Assessment, as required by 24 CFR Part 50, was performed by the Illinois State Office for the site. In addition, as required by the above regulation, a certification was provided by the Executive Director stating that the CHA will comply with the environmental review requirements once sites have been identified for the replacement units.

As required by the regulation, the CHA Board of Commissioners approved the submission of the CHA's application for demolition on July 27, 1995, by resolution No. 95-HUD-24. The plan for the RHP was also approved by the Mayor of Chicago on July 31, 1995.

We have reviewed the application and find it to be consistent with Section 18 of the U.S. Housing Act of 1937, as amended, and the implementing regulation 24 CFR Part 970, including requirements related to resident consultation, relocation, and opportunity to purchase the development by the appropriate resident organizations. Therefore, based upon our review and finding that the requirements of 24 CFR Part 970 and Section 18 of the Act have been met, the proposed partial demolition as outlined below, is hereby approved.

| LAKE FRONT PROPERTIES DEMOLITION |                      |       |       |       |       |       |
|----------------------------------|----------------------|-------|-------|-------|-------|-------|
| Project Number                   | Address              | 1-BDR | 2-BDR | 3-BDR | 4-BDR | TOTAL |
| IL06P002034                      | 4040 S. Okenwald Ave | 2     | 28    | 90    | 30    | 150   |
| IL06P002041                      | 4155 S. Lake Park    | 3     | 28    | 90    | 30    | 151   |
| IL06P002041                      | 1130 E. 41st Street  | 4     | 28    | 90    | 31    | 153   |
| IL06P002041                      | 1132 E. 42nd Street  | 4     | 28    | 90    | 31    | 153   |
| TOTAL                            |                      | 13    | 112   | 360   | 122   | 607   |

In approving this application for this partial demolition of Washington Park Homes and Lake Michigan Homes, the Department acknowledges the CHA's request for public housing development replacement units from FY 1995 as outlined below:

| FY 95 Replacement Housing Requested |       |       |       |       |
|-------------------------------------|-------|-------|-------|-------|
| 1-BDR                               | 2-BDR | 3-BDR | 4-BDR | TOTAL |
| 13                                  | 112   | 360   | 122   | 607   |

Under the Rescissions Act, PL 104-19, signed by President Clinton on July 27, 1995, public housing agencies (HAs) approved for demolition or disposition of public housing dwelling units on or before September 30, 1995, are no longer required to do one-for-one replacement, nor is the Department obligated to provide funding for replacement housing units. As a result of the Rescissions Act, there are very limited resources for funding replacement housing this fiscal year. In accordance with the Notice of Funding Availability issued in the Federal Register on June 16, 1995, as modified by the Rescissions Act, the Department's funding will be limited to litigation related units and priority replacement housing requests. The CHA will be notified before the end of the fiscal year if its application for replacement housing will be funded by the Department.

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

|                                 |                            |
|---------------------------------|----------------------------|
| DOROTHY GAUTREAUX, et al.,      | )                          |
|                                 | )No. 66 C 1459             |
| Plaintiffs,                     | )                          |
|                                 | )Honorable Marvin E. Aspen |
| v.                              | )                          |
|                                 | )                          |
| CHICAGO HOUSING AUTHORITY       | )                          |
| and JOSEPH SHULDINER, Executive | )                          |
| Director,                       | )                          |
| Defendants.                     | )                          |

**AFFIDAVIT OF ANDREW RODRIGUEZ**

ANDREW RODRIGUEZ, being first duly sworn on oath deposes and states as follows:

1. I am currently employed as the Director of Redevelopment for the Chicago Housing Authority ("CHA").
2. In that capacity, I am responsible for the project to Demolish by Implosion the Four High Rise Structures Commonly Known as the "Lakefront Properties" located at 1130 East 41<sup>st</sup> Street, 4155 South Lake Park Avenue, 1132 East 42<sup>nd</sup> Street and 4040 South Oakenwald Avenue, (the "Buildings").
3. In preparation for the demolition of the buildings by implosion, the building structures have been rendered structurally unstable by the removal of fundamental structural support members and stripped of all building equipment, furnishings and finishes. Demolition by implosion is a specific technique where the controlled collapse of a building by gravity is achieved

through the engineered application of explosives at strategic building support points causing the building to safely collapse in a predetermined manner and direction.

4. The buildings, prior to their being vacated in 1985, posed serious life safety and sanitation hazards to the residents. They were the subject of extensive life, safety and sanitation building code violations, were severely deteriorated, and exhibited serious structural and original design deficiencies which prevented cost-effective rehabilitation. Currently, building conditions include serious structural deficiencies (under reinforcing of galleries), poor original design (inadequate elevator capacity, open walkway galleries, lack of gallery drainage system, weather exposed elevator systems, unheated elevator shafts), and chronic structural deterioration (concrete spalling, reinforcing steel deterioration). In addition, the buildings are functionally obsolete and would require significant upgrading to resolve extensive building code violations and to conform with current life-safety and handicapped accessibility requirements.
5. Conditions of the surrounding community will improve with demolition of these vacant and blighted buildings. Demolition will significantly reduce the extremely dense 67 dwelling unit per acre residential density in conformance with CHA goals. Demolition is necessary to begin the redevelopment of the site to provide mixed income, low-rise housing which will preserve public housing opportunities.

6. The buildings have been rendered structurally unstable and non-viable due to preparations for demolition by implosion as evidenced by the following:
  - a. The buildings have been structurally destabilized as part of the engineering for the proposed demolition by implosion.
    1. All wind reinforcing shear walls have been removed.
    2. Concrete at all columns at 1, 3, 7 and 12 has been removed to expose reinforcing steel reducing compressive capability of columns 15% to 20%.
    3. All spiral reinforcing steel at support columns at 1, 3, 7 and 12 have been cut to induce building failure.
  - b. Building utilities services have been terminated and removed.
    1. All natural gas lines have been terminated at services. Lines have been removed from the buildings.
    2. All electrical service has been terminated and distribution equipment has been removed.
    3. All water service has been terminated.
  - c. All building equipment has been removed or terminated. The buildings are completely stripped either previously or as part of demolition preparation.
    1. All vertical piping has been cut, including, heat risers, gas supply, electrical service and water supply.

2. All horizontal heat supply piping has been removed as part of the asbestos abatement of risers and boiler rooms. In addition, all connections to radiant heating in floor slabs have been cut.
  3. All elevator equipment has been removed or terminated. The elevator cables have been cut and cars have been buried at the bottom of the elevator shafts. Obsolete controllers have been removed. All vertical elevator tracks have been cut; and all elevator doors have been removed.
  4. All fire protection systems have been removed or terminated, all vertical fire protection standpipes and risers have been cut and all fire protection equipment was removed previously.
- d. Architectural building components have been removed.
1. Exterior masonry walls have been removed at 1, 3, 7 and 12 to open the interior of the building to the outside.
  2. All exterior windows and frames were previously removed.
  3. Temporary plastic window closures have been removed as required to accommodate implosion.
  4. All plumbing fixtures (toilets and sinks) have been removed.
  5. All kitchen cabinetry has been removed.
  6. All roofing has been removed.
7. Previous structural defects and poor original design prevent cost-effective rehabilitation and justify demolition, as evidenced by the following:

- a. The buildings posed imminent serious life-safety, structural and sanitation hazards to residents due to:
  1. Extensive building code violation citations.
  2. Gallery walkways (open corridors onto which apartment units exit) were under-reinforced in original construction and were unsafe. Reinforcing steel was also improperly installed allowing reinforcing steel to be exposed to elements causing deterioration and loss of strength, due to inadequate concrete coverage.
  3. Gallery walkways were installed without a drainage system which created serious "slip-and-fall" conditions from accumulated ice and snow.
- b. The buildings exhibited extensive structural deterioration which would have required significant, costly repairs including:
  1. Extensive concrete cracking and spalling.
  2. Reinforcing steel exposed and deteriorated.
- c. The poor original design required significant engineering and upgrading including corrections to rectify:
  1. Inadequate elevator capacity;
  2. Uninsulated/unheated elevator shafts exposing elevator equipment to weather;
  3. Open-to-weather gallery exit walkways were installed without drainage systems; and

4. Extremely low ceilings and headroom at beams which prevent rehabilitation of heating and ventilation systems.
8. The buildings are functionally obsolete due to the following:
  - a. the buildings have been open to weather causing extensive damage to any remaining interior finishes and construction;
  - b. the buildings have been vacant for over twelve years and have been exposed to vandalism and scavengers. Most fixtures, copper piping, electrical wiring and other materials having any salvage value have been stolen from the buildings;
  - c. the buildings were originally high-rise "family" buildings and cannot be used for "family" housing under current federal housing regulations;
  - d. the buildings have **no** fire protection or life-safety systems and elevators systems which were inadequate have been removed;
  - e. the buildings were not and are not in conformance with handicapped accessibility requirements and codes;
  - f. the open-to-weather gallery walkways would need to be enclosed;  
and

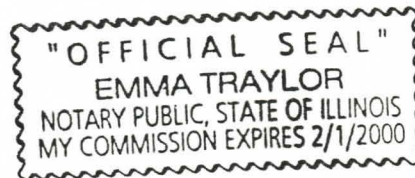
- g. heating and ventilating systems were poorly designed, operated with very little control and have been rendered completely inoperable.

FURTHER AFFIANT SAYETH NOT.

  
ANDREW RODRIGUEZ

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF NOVEMBER, 1998.

  
NOTARY PUBLIC



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

**DOROTHY GAUTREAUX, et al.,**

**Plaintiffs,**

**v.**

**CHICAGO HOUSING AUTHORITY  
and JOSEPH SHULDINER, Executive  
Director,**

**Defendants.**

)

)No. 66 C 1459

)

)Honorable Marvin E. Aspen

)

)

)

)

)

)

**RECEIVED**

NOV 30 1998

**NOTICE OF FILING**

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

TO: See Attached Service List

On November 30, 1998, the Defendants, CHICAGO HOUSING AUTHORITY and JOSEPH SHULDINER, Executive Director, caused to be filed In The United States District Court For The Northern District of Illinois, Eastern Division, Defendants Response To Lakefront Community Organization's Emergency Motion To Intervene and Leave To File A Complaint For A Temporary Restraining Order and Preliminary Injunction.



Yolande Bourgeois

One of Defendants' Counsel

**CERTIFICATE OF SERVICE**

I, Yolande Bourgeois, an attorney, certify that I caused to be delivered to the counsel on the attached service list, by placing a true and correct of same in the U.S. Mail chute on this 30<sup>th</sup> day of November, 1998, before the hour of 5:00 p.m., with postage fully prepaid.



Yolande Bourgeois

Jerome M. Butler  
Yolande Bourgeois  
Timothy Fair  
Chicago Housing Authority  
200 West Adams, Suite 2100  
Chicago, Illinois 60606  
(312) 791-8415

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