

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

RECEIVED

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

DOROTHY GAUTREAUX, et al.,	)	
Plaintiffs,	)	
-vs-	)	No. 66 C 1459
	)	
CHICAGO HOUSING AUTHORITY, et al.,	)	Hon. Marvin E. Aspen
Defendants.	)	

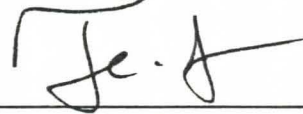
NOTICE OF MOTION

To: Mr. Edward Feldman
Miller, Shakman & Hamilton
208 S. LaSalle St., Suite 1100
Chicago, IL 60604

Rose E. Joshua
77 W. Washington, Suite 1314
Chicago, IL 60602

Robert Jones
Business and Professional People for
the Public Interest
25 E. Washington St., Suite 1515
Chicago, IL 60602

PLEASE TAKE NOTICE that on Friday, December 14, 2001, at 9:30 a.m., or as soon as counsel may be heard, I shall appear before the Honorable Judge Aspen, in the courtroom usually occupied by him, in the U.S. District Courthouse, 219 South Dearborn Street, Chicago, Illinois, and then and there present DEFENDANT CHA'S MOTION FOR A RULE TO SHOW CAUSE WHY THE LAKEFRONT COMMUNITY ORGANIZATION SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO HONOR THIS COURT'S SUBPOENA.

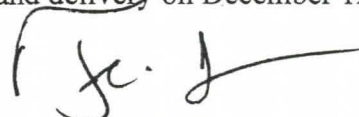


Attorney for Chicago Housing Authority

Thomas E. Johnson
JOHNSON, JONES, SNELLING, GILBERT & DAVIS
36 S. Wabash Ave., Suite 1310
Chicago, IL 60603
(312) 578-8100

CERTIFICATE OF SERVICE

THOMAS E. JOHNSON, an attorney, hereby certifies that a copy of this Notice and Motion was served upon the above-named parties by hand delivery on December 12, 2001.



THOMAS E. JOHNSON

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

DOROTHY GAUTREAUX, et al.,	)	
Plaintiffs,	)	
-vs-	)	No. 66 C 1459
	)	
CHICAGO HOUSING AUTHORITY, et al.,	)	Hon. Marvin E. Aspen
Defendants.	)	

**DEFENDANT CHA'S MOTION FOR A RULE TO
SHOW CAUSE WHY THE LAKEFRONT COMMUNITY
ORGANIZATION SHOULD NOT BE HELD IN CONTEMPT FOR
FAILURE TO HONOR THIS COURT'S SUBPOENA**

The defendant Chicago Housing Authority ("CHA") moves that this Court enter a Rule to Show Cause against the Lakefront Community Organization ("LCO") for its failure to honor this Court's subpoena. In support of this motion, the CHA states as follows:

1. When CHA demolished the four remaining Lakefront CHA high-rises, the Authority agreed to give those displaced from these and the other Lakefront properties a first priority for the new units and Section 8 units to be provided in lieu of the CHA high-rises. This was part of the Revised Agreement Regarding Former Residents of the Lakefront Properties and The Future Use of Those Properties, a copy of which is Exhibit A hereto.

2. Since before 1985, the LCO , a not-for-profit tenant group, has represented those displaced Lakefront families in dealing with the CHA on the Lakefront Replacement Housing project. CHA has provided substantial funding to the LCO so that it might maintain an office and employ staff. In the last year, CHA has paid LCO \$17,000 per month. LCO

has for years conducted outreach activities to identify the displaced Lakefront families and has periodically met with them to keep them apprised of the status of development efforts. As part of the 1995 Revised Agreement, LCO promised CHA it would assist CHA in “conducting 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 [by CHA]” (par. 11 of Exh. A hereto). LCO further agreed that a “bar date will be fixed after which there will be no further right to replacement housing under this Agreement”. (Id.) As Section 8 Certificates and new units have become available, LCO has provided CHA with the names of some displaced Lakefront families to fill these units.

3. On June 11, 2001, however, the Gautreaux plaintiffs filed a Motion to Show Cause against CHA because CHA was not tenaning some new Lakefront units that had been completed (or were about to be completed). CHA responded that delays in tenaning the units were due to LCO’s failure to provide the names of displaced Lakefront tenants. Plaintiffs urged that CHA make an effort to come up with a definitive list of all displaced Lakefront families that could be located, so that there would be no further interruption in the tenaning of units.

4. On July 20, 2001, this Court entered an Order, requiring that CHA still give eligible, displaced Lakefront public housing families first priority for all of the 441 new replacement housing units now being constructed as Lakefront Replacement Housing. The

Court, however, further provided that if LCO did not provide sufficient numbers of displaced Lakefront families to fill the units by July 23, 2001, then CHA should lease these units to non-Lakefront families. Finally, the Court ordered that CHA identify the universe of eligible, displaced Lakefront families no later than December 31, 2001. (By a separate motion, CHA seeks to extend that date to February 28, 2001.) A copy of the Court's July 20, 2001, Order is Exhibit B hereto.

5. For purposes of the Court's Order (and otherwise in connection with the Lakefront Replacement Housing program), "displaced Lakefront families" means: a) all persons who were residing at the six Lakefront CHA properties (i.e., 3939 S. Lake Park Ave., 3983 S. Lake Park Ave., 4040 S. Oakenwald St., 1130 E. 41st St., 4155 S. Lake Park Ave., and 1132 E. 42nd St.) as of October 1, 1985, and who were displaced by the proposed Lakefront properties rehabilitation project, except for those families who became leaseholders at Lake Parc Place; and b) a specific set of families who resided at 4040 S. Oakenwald from November 1996 to November 1991, and who were temporarily relocated to Lake Parc Place in 1991.

6. Prior to the entry of the Court's July 20, 2001 Order, CHA met with the LCO and their attorney in order to obtain the names and addresses of all displaced Lakefront families in the custody of LCO, and to work out a plan for identifying a final list of such families. LCO, however, refused to provide CHA with the list of families LCO had located and further refused to discuss any final outreach plan or a bar date for claims by displaced

Lakefront families. CHA's counsel confirmed these refusals in a letter dated July 16, 2001, a copy of which is Exhibit C hereto. LCO never responded to this letter.

7. CHA then developed a plan for identifying the universe of displaced Lakefront families, using the Woodlawn Community Community Development Corporation. This was the plan that has been filed in Court.

8. CHA, however, wants to make sure that every displaced Lakefront family is identified and that the current outreach campaign does not duplicate outreach activities already undertaken by LCO. As such, CHA issued a subpoena to LCO for all of the names of displaced Lakefront families in its possession, for all information pertaining to its prior outreach activities, including its audits and tax returns (so that CHA could determine how the money it provided LCO ----for outreach-----had been spent). A copy of the subpoena is attached as Exhibit D hereto. The subpoena was returnable on October 19, 2001.

9. LCO asked that it be allowed until November 2, 2001 to respond to the subpoena, to which CHA agreed. A copy of CHA's letter is Exhibit E hereto.

10. On November 5, 2001, LCO provided CHA with various memos listing the names and, in some cases, the addresses of displaced Lakefront families. LCO objected to the balance of the subpoena as "irrelevant". A copy of LCO's response is Exhibit F hereto.

11. Counsel for the CHA and counsel for the LCO then discussed LCO's objections on November 21, 2001. During that discussion, LCO's counsel indicated that she would consider providing additional information prior to November 27, 2001. A letter

confirming this understanding is Exhibit G hereto. LCO, however, has failed to produce any further information responsive to the subpoena.

12. The LCO's objections to the subpoena are not well-founded:

- A. Paragraphs 1-3 of the subpoena seek LCO's minutes, resolutions, audits and tax returns in an effort to determine what outreach activities have been undertaken. LCO claims that these materials are not relevant to CHA's obligation to build replacement housing for Lakefront tenants. The materials, however, are not sought in connection with CHA (or the Receiver's) building activities, but rather as part of CHA's effort to conduct a complete and thorough outreach campaign to ensure that all displaced Lakefront families are identified in an efficient manner. If LCO has already published notices in newspapers, or already run ads on particular radio stations, there is no need for CHA to do so again. If certain outreach efforts have been particularly successful, e.g. the use of skip tracers to update addresses, or the conduct of community meetings, then CHA will spend more time on these successful efforts. In the end, the "information sought need not be admissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence", Fed. Rule of Civ. Proc. 26(b)(1). The subpoena issued satisfies this test. LCO also objected to the production of this information on grounds it is privileged, but never identified the privilege at work, either in its written objection or in the discussion counsel undertook to resolve the parties' discovery differences. Counsel for the CHA is not aware of any privilege that would protect these standard books and records.
- B. Paragraph 4 of the subpoena sought all information LCO has on displaced Lakefront families. LCO produced some memos with names and, in some cases, addresses. If this constitutes a full response to this paragraph of the subpoena, there is no need to inquire further, but LCO will not indicate whether this is all of the information in its possession responsive to the subpoena.
- C. Paragraph 5 of the subpoena sought all information in the custody of LCO pertaining to its prior outreach activities. This is obviously pertinent to the Court-ordered task of identifying all displaced Lakefront families. LCO took the position that this request was "not

relevant to LCO". That is not the standard. Surely the documents are relevant to CHA's obligation to locate these families, which is the issue before the Court.

WHEREFORE, CHA prays that this Court issue a Rule to Show Cause why LCO should not be held in contempt for its failure fully to respond to the subpoena attached as Exhibit D hereto.

A handwritten signature in black ink, appearing to read 'T. E. Johnson', written over a horizontal line.

Attorney for Chicago Housing Authority

Thomas E. Johnson
JOHNSON, JONES, SNELLING,
GILBERT & DAVIS, P.C.
36 S. Wabash Ave., Suite 1310
Chicago, IL 60603
(312) 578-8100

**REVISED AGREEMENT REGARDING FORMER RESIDENTS
OF THE LAKEFRONT PROPERTIES AND
THE FUTURE USE OF THOSE PROPERTIES**

-1

The Parties hereto enter this Agreement based upon a shared recognition and understanding that the rehabilitation of the four 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 families¹, by their duly authorized representatives and attorneys, hereby agree as follows:

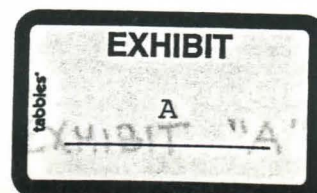
1. The CHA shall immediately apply to the Department of Housing and Urban Development ("HUD") for permission to demolish the four Lakefront Properties that have not been rehabilitated, namely the 453 units in the three building complex known as Lak Michigan Homes located at 1130 East 41st Street, 1132 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

¹ 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.



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

Appeal Ejection
Committee } 3 LCO
 } 3 CHA

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 an 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 a 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 22nd DAY OF September 1995
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
DARLEEN RUSH Darlene Rush
Executive Board Director D.R.

11/16

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

FOR THE CHICAGO HOUSING AUTHORITY:

By: *Joseph Shulziner*

JOSEPH SHULZINER

Marilyn Johnson

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 School Bus Handing
Master Production Schedule
12/97

REVISED
N.K.

ADDRESS	UNIT TYPE	PRO	START FOUNDATION	ERECT FRAME	START DRYWALL	TURNOVER	DESIGN REVISIONS
827 E. BOWEN	3C	184A	ON HOLD	8/VALUE1	8/VALUE1	8/VALUE1	
824 E. 42ND	3C	184A	4/8/97	5/22/97	6/25/97	8/1/97	
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	9/18/97	11/3/97	
4448 S. UNIVERSITY	1C	184A	8/6/97	8/21/97	9/18/97	10/30/97	
4544 S. OAKENWALD	2E	184A	8/14/97	8/1/97	10/8/97	11/21/97	
4830 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	1/8/98	2/19/98	V & H
1218 E. 46TH	1B	184A	11/21/97	12/8/97	1/2/98	2/17/98	
4248 S. DREXEL	6H	184A	12/2/97	12/18/97	2/6/98	3/30/98	HC accessible

Note: 4830 S. Drexel and 4248 S. Drexel are physically handicapped "Accessible" on the 1st floor.

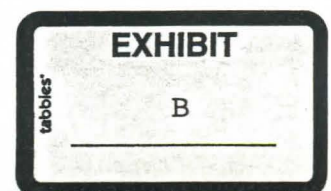
1218 E. 46th is Visually and Hearing Impaired on 1st floor.

New England Builders, Inc.

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)
)
) 66 C 1459
)
) Hon. Marvin E. Aspen
)
)

This matter coming to be heard on the Motion of Plaintiffs to Show Cause why Defendant Chicago Housing Authority should not promptly tenant vacant scattered site housing units in the North Kenwood-Oakland neighborhood, and the Court having received presentations from both parties, IT IS HEREBY ORDERED:

- A. Eligible displaced Lakefront families shall continue to have first priority for all of the 441 new units that have been or will be built as Lakefront Replacement Housing, in accordance with this Court's June 3, 1996 Order.
- B. CHA shall review all information submitted by the Lakefront Community Organization (LCO) in an effort to identify eligible, displaced Lakefront families to fill all existing vacant scattered-site units in North Kenwood-Oakland and the additional units expected to be transferred to CHA by the end of July 2001. To the extent that CHA does not have sufficient applications from eligible, displaced Lakefront families by July 23, 2001 to fill all of those units, then any remaining

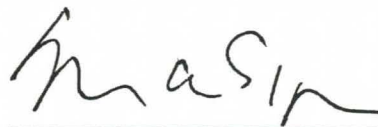


vacant units shall promptly be filled in accordance with the Tenant Assignment Plan for scattered site housing.

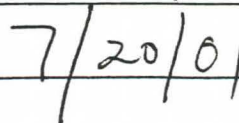
- C. The Tenant Assignment Plan previously approved by this Court requires that 50% of new scattered-site units be allocated to eligible community residents, 25% allocated to CHA residents on the CHA Transfer List, and 25% allocated to families on the CHA Waiting List. The Tenant Assignment Plan shall be amended to permit CHA to assign North Kenwood-Oakland Transfer List and Waiting List units on a first priority basis to relocatees from other CHA developments.
- D. No later than September 15, 2001, the CHA shall complete a plan for finally identifying the universe of eligible, displaced Lakefront families, complete with a bar date which will cut off all future claims to replacement housing by displaced Lakefront families, and thereafter CHA shall implement this plan. The bar date shall be set no later than December 31, 2001. Notwithstanding the bar date, any eligible, displaced Lakefront resident who attains his or her majority and first becomes eligible for public housing after December 31, 2001 and who submits an application for Lakefront Replacement Housing within 60 days of becoming eligible for public housing, shall be treated as if he or she had applied before the bar date, provided such resident was a household member on the lease at the time of displacement and is identified among the universe of eligible, displaced Lakefront families by the bar date. Once all of the identified, eligible, displaced Lakefront families have been housed, the priority found in Paragraph A above shall no longer apply.

- E. Occupants shall not be selected for future Lakefront Replacement Housing units beyond those identified in Paragraph B until the outreach program described in Paragraph D has been completed and the bar date has passed. Eligible, displaced Lakefront families identified through the outreach process discussed in Paragraph D shall have first priority to occupy all future Lakefront Replacement Housing units beyond those identified in Paragraph B. Any unit for which no eligible, displaced Lakefront family can be identified shall be filled in accordance with the revised Tenant Assignment Plan.
- F. In the future, the Receiver shall continue to provide regular notices to both CHA and the LCO of the estimated dates for transferring new or rehabilitated Lakefront Replacement Housing units to the CHA. No later than 210 days before the estimated transfer date of a new unit, CHA shall request applications from eligible, displaced Lakefront families identified through the outreach process described in Paragraph D. No later than 180 days before the estimated transfer date of each new or rehabilitated Lakefront Replacement Housing Unit, CHA shall commence reviewing the files of at least three prospective tenants for compliance with any applicable occupancy or eligibility requirements established by the CHA, a private developer, or a private manager. No later than 60 days before the estimated transfer date for each unit, CHA shall determine the unit's occupant.

Enter



Date



JOHNSON, JONES, SNELLING, GILBERT & DAVIS, P.C.

Attorneys At Law
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603
(312) 578-8100
(312) 422-0708 Fax
E-Mail Address: jjsgd@jjsgd.com

Thomas E. Johnson
Leslie Ann Jones
Phillip H. Snelling
Jeffrey B. Gilbert
Anne Megan Davis

July 16, 2001

Paul B. Siegel
Carolyn E. Golab
Paralegals

BY FAX (312) 573-0023

Ms. Stacey Beutler
Horwitz & Weinstein
311 W. Superior St., Suite 525
Chicago, IL 60610

Re: Gautreaux

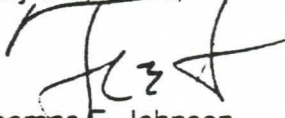
Dear Ms. Beutler:

Thank you for the opportunity to meet with you and your client, Izora Davis. Based on our meeting, my understanding is that:

1. We now have eleven new lakefront units that either are now vacant or will be vacant when they come on line late this month.
2. There are only four files of LCO families now pending at CHA Occupancy and it is unclear whether any of these four families will qualify for tenancy in the new units.
3. The LCO agreed to supply whatever applications they have for these eleven units to me by July 23, 2001. We will need more than eleven applications, as we cannot be sure that every applicant will qualify. We prefer receiving at least three applications for each unit. If there are insufficient applicants, CHA intends (as we told the Court) to lease the remaining units to needy CHA families from other developments.
4. My understanding is that Ms. Davis is unwilling to share with CHA the list of eligible LCO families she has located. Ms. Davis is also unwilling to discuss any final outreach plan with CHA, leading to a bar date by which LCO families would have to be identified. If these observations are not true, please let me know at once.

I will discuss all of this with my client and we will then determine the best course of action to take.

Very truly yours,



Thomas E. Johnson

TEJ:skp

cc: Lillian Fuentes
Bob Jones
Eddie Feldman

EXHIBIT

C

Issued by the
UNITED STATES DISTRICT COURT
 NORTHERN ILLINOIS
 DISTRICT OF

DOROTHY GAUTREAUX, et al.,
 Plaintiffs,

V.

CHICAGO HOUSING AUTHORITY, et al.,
 Defendants.

SUBPOENA IN A CIVIL CASE

CASE NUMBER: 1 66 C 1459

TO: Ms. Izora Davis
 Lakefront Community Organization
 3983 S. Lake Park Ave., 1st Floor
 Chicago, IL 60653

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE LIST APPENDED AS EXHIBIT A HERETO.

PLACE Law Offices of Thomas E. Johnson
 36 S. Wabash Ave., Suite 1310
 Chicago, IL 60603

DATE AND TIME
 October 19, 2001
 10:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

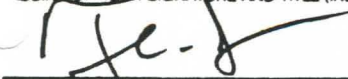
PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE



, Attorney for Defendant CHA

10/11/01

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Thomas E. Johnson
 36 S. Wabash Ave., Suite 1310
 Chicago, IL 60603 - (312) 578-8100

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

¹ If action is pending in district other than district of issuance, state district under case number.

EXHIBIT

tabbies

D

PROOF OF SERVICE

DATE		PLACE
10/11/01		Lakefront Community Organization 3973 S. Lake Park Ave. Chicago, IL
SERVED		
SERVED ON (PRINT NAME)		MANNER OF SERVICE
Receptionist in Lakefront's Office		Personal Delivery
SERVED BY (PRINT NAME)		TITLE
CAROLYN E GOLAN		SECRETARY

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

10/11/01
DATE

Carolyn E Golan
SIGNATURE OF SERVER

36 S. Wabash Ave, #1310
ADDRESS OF SERVER

Chicago, IL 60603

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in

person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

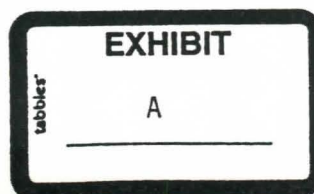
(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**LIST OF DOCUMENTS SUBPOENAED
FROM LAKEFRONT COMMUNITY ORGANIZATION**

1. The Lakefront Community Organization 's ("LCO/LCO's") bylaws, corporate minute book, and all duly-adopted resolutions;
2. All audits performed on LCO's finances;
3. All tax returns filed by LCO, with the federal and state governments from 1995 to present;
4. All information on "displaced Lakefront tenant families," as defined in the attached Revised Agreement, in the possession of LCO, including but not limited to: names and addresses (current or former) of such families, Social Security numbers, and/or CHA tenant numbers for such families, and housing applications completed by such families; and
5. All information in the custody of LCO pertaining to prior outreach efforts, aimed at locating or identifying "displaced Lakefront tenant families," including but not limited to: records of expenditures on outreach activities, radio or TV announcements, flyers, newspaper ads, and sign-in sheets.



**REVISED AGREEMENT REGARDING FORMER RESIDENTS
OF THE LAKEFRONT PROPERTIES AND
THE FUTURE USE OF THOSE PROPERTIES**

-1-

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 families¹, 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 Lak 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

¹ 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.

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 condition 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 (102) 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 102 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

Appeal Ejection
Committee } 3 LCO
 } 3 CHA

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, 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 a 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 or 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 22nd DAY OF September 1995
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
141 S. Dearborn Street
Suite 700
Chicago, Illinois
Attorneys for LCO

FOR THE CHICAGO HOUSING AUTHORITY:

By:

Joseph Shulbinder
JOSEPH SHULBINDER

Marilyn Johnson
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 Scotland Via Housing
Master Production Schedule
 12/07

ATTACHED NK

ADDRESS	UNIT TYPE	PRO	START FOUNDATION	ERECT FRAME	START DRYWALL	TURNOVER	DESIGN REVISIONS
827 E. BOWEN	3C	184A	ON HOLD	8/VALUE1	8/VALUE1	8/VALUE1	
824 E. 42ND	3C	184A	4/8/97	5/22/97	6/28/97	8/1/97	
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	
4418 S. UNIVERSITY	3LC	184A	7/25/97	8/12/97	9/18/97	11/3/97	
4448 S. UNIVERSITY	1C	184A	8/6/97	8/21/97	9/18/97	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	11/19/97	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.

JOHNSON, JONES, SNELLING
GILBERT & DAVIS, P.C.
36 S. WABASH AVE., STE. 1310
CHICAGO, IL 60603

3275

DATE Oct 1, 2001 2-50/710

PAY TO THE ORDER OF Lakefront Community Original \$25.00

Twenty-five & 00/100 DOLLARS

LaSalle Bank N.A.
Chicago, Illinois 60603

FOR Sub. acc

Jeff

⑈003275⑈ ⑆071000505⑆ 5200540895⑈

JOHNSON, JONES, SNELLING, GILBERT & DAVIS, P.C.

Attorneys At Law
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603
(312) 578-8100
(312) 422-0708 Fax
E-Mail Address: jjsgd@jjsgd.com

Thomas E. Johnson
Leslie Ann Jones
Phillip H. Snelling
Jeffrey B. Gilbert
Anne Megan Davis

Paul B. Siegel
Carolyn E. Golab
Paralegals

October 16, 2001

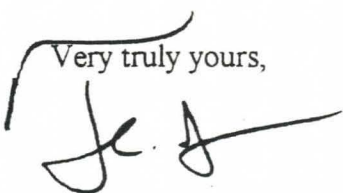
Ms. Rose Joshua
77 W. Washington, Suite 1314
Chicago, Illinois 60602

Re: Subpoena Served On LCO

Dear Ms. Joshua:

This confirms our conversation of this afternoon in which you told me that you represented LCO in connection with the subpoena I served upon them, and further requested until November 2, 2001 in order to respond to the subpoena. On behalf of the CHA, we will agree to an extension of time to November 2, 2001, at which time we will expect a full production in response to the subpoena.

Very truly yours,


Thomas E. Johnson

TJ:yt

EXHIBIT

E

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

DOROTHY GAUTREAUX, et al.,

Plaintiffs,

V.

NO: 66 C 1459

CHICAGO HOUSING AUTHORITY, et al.,
Defendants.

RESPONSE TO CIVIL SUBPOENA

NOW COMES Lakefront Community Organization, by
counsel, Rose E. Joshua and respond as follows:

1. The Lakefront Community Organization's
("LCO/LCO's") bylaws, corporate minute book, and
all duly-adopted resolutions;

Answer: Objection: The LCO's bylaws, corporate
minute book, and all duly adopted resolutions are
not relevant to the question of CHA's contractual
obligation to build replacement housing for
Lakefront tenants. Further the information
requested is privileged.

2. All audits performed on LCO's finances;

Answer: Objection: All audits performed on LCO's
finances are not relevant to the question of CHA's
contractual obligation to build replacement
housing for Lakefront tenants. Further the
information requested is privileged.

3. All tax returns filed by LCO, with the federal and
state governments from 1995 to the present;

Answer: Objection: All tax returns filed by LCO,
with the federal and state governments from 1995
to the present are not relevant to the question of
CHA's contractual obligation to rebuild



replacement housing for Lakefront tenants.
Further, the information requested is privileged.

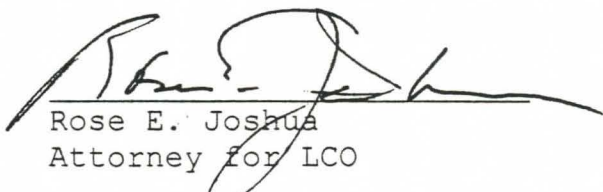
4. All information on "displaced Lakefront tenant families," as defined in the attached Revised Agreement, in possession of LCO, including but not limited to: names and addresses (current or former) of such families, Social Security numbers, and/or CHA tenant numbers for such families and housing applications completed by such families; and

Answer: Objection: All information on "displaced Lakefront tenant families," as defined in the attached Revised Agreement, in possession of LCO, including but not limited to: names and addresses (current or former) of such families, Social Security numbers, and/or CHA tenant numbers for such families and housing application completed by such families were turned over to the CHA Occupancy Department.

5. All information in the custody of LCO pertaining to prior outreach efforts, aimed at locating or identifying "displaced Lakefront tenant families," including but not limited to: records of expenditures on outreach activities, radio or TV announcements, flyers, newspaper ads and sign-in sheets.

Answer: Objection: All information in the custody of LCO pertaining to prior outreach efforts, aimed at locating or identifying "displaced Lakefront tenant families," including but not limited to: records of expenditures on outreach activities, radio or TV announcements, flyers, newspaper ads and sign-in sheets are not relevant to LCO.

Rose E. Joshua
Attorney at Law
77 West Washington Street, Ste. 1314
Chicago, Illinois 60602
312 263 0238



Rose E. Joshua
Attorney for LCO



Joshua Associate, P.C.
Law offices
ROSE E. JOSHUA

November 5, 2001

Thomas E. Johnson
Attorney at Law
36 South Wabash Avenue, Ste. 1310
Chicago, Illinois 60602

RE: Civil Subpoena

Dear Attorney Johnson:

Please find enclosed information regarding "displaced Lakefront tenant families" that has been given to Chicago Housing Occupancy Department.

Sincerely,

Rose E. Joshua

Enc: List of Eligible Displaced Lakefront tenant families

Cc: Izora Davis, LCO

CHICAGO HOUSING AUTHORITY
OCCUPANCY DEPARTMENT

55 WEST CERMAK
CHICAGO, IL. 60616

INTER-OFFICE MEMO

TO: DUANE WALKER, DIRECTOR
FROM: LENORA BOYD-HARRIS, RELOCATION
DATE: DECEMBER 5, 1997
RE: RELOCATION/KENWOOD/OAKLAND/LAKEFRONT

On this date I Lenora Boyd-Harris received the following files from Izora Davis to process for the Kenwood/Oakland Area :

Shanna Brown	2br
Rena Love	2br
Linda Boose	2br
Laytunya Culverson	3br
Juanita Lewis	1br

Received by *L. Boyd* Date: 12-5-97
Delivered by *Izora Davis* Date: 12-5-97

41216

INTEROFFICE MEMORANDUM

TO: LENORA BOYD-HARRIS
FROM: IZORA DAVIS
SUBJECT: RELOCATION/KENWOOD/OAKLAND/LAKEFRONT
DATE: MARCH 17, 1998
CC: DUANE WALKER, DIRECTOR OF OCCUPANCY

On this date I Lenora Boyd-Harris received the following files from Izora Davis to process for the Kenwood/Oakland Area:

Michelle Davis-Marcus	3br
Angela Green	2br
Mary Montgomery	3br
Pauline Jones	3br

Received by

K. Clayton

Date:

3/18/98

Delivered by

J. Peters

Date:

3/18/98

INTEROFFICE MEMORANDUM

TO: DENISE JOHNSON
FROM: IZORA DAVIS
SUBJECT: LAKEFRONT RELOCATEE APPLICATION'S
DATE: 08/18/00
CC: JOHN ROBERSON, CEDRIC HAMPTON, SHARON GLENN[CLICK HERE AND TYPE NAME]

These are Lakefront relocatee application for replacement housing.

Each and every one I have verified.

Please sign below in receiving these applications.

1. Katherine Browner (emergency housing). 2 bedroom
2. Audrey Motes- 4 bedroom.
3. Larevia L. Williams- 2 bedroom

Received from:

Izora Davis

Accepted by:

Gloria Ledger 8/18/00

INTEROFFICE MEMORANDUM

TO: JOHN ROBERSON
FROM: IZORA DAVIS
SUBJECT: RELOCATION/REPLACEMENT HOUSING/LAKE FRONT
DATE: AUGUST 18, 1999

This is a list of names of relocatees files that have been sent to Chicago Housing Authority Occupancy over a period of time.

1. James Ball	16. Tarnika King
2. Taleisha Ball	17. Lillie Lanier
3. Tyrone Barksdale	18. Juanithia Lee
4. Linda Boose	19. Juanita Lewis
5. Shanna Brown	20. Cherry Liner
6. Katherine Browner	21. Rena Love
7. Latanya Culverson	22. Michelle Marcus
8. Leroy Delphie	23. Mary Montgomery
9. Maurice Delphie	24. Mercedes Palm
	25. Dora Patterson
10. Renee Henderson	26. Michael Randolph
11. Beatrice Hill	27. Robert Snowden
12. Tracy Hill	28. Leslie Stewart
13. Pamela Jackson	29. Eddie Thompson
14. Pauline Jones	30. Felicia Walls
15. Benita Jordan	31. Veneshia Williams

INTEROFFICE MEMORANDUM

TO: JOHN ROBERSON
FROM: IZORA DAVIS
SUBJECT: MONTHLY REPORT/REPLACEMENT HOUSING/LAKE FRONT PROPERTIES
DATE: AUGUST 19, 1999

THIS IS A LIST OF RELOCATEES THAT THE LAKE FRONT OUT REACH
OFFICE HAS CONTACTED TO SUBMIT PAPERS TO COMPLETE A FILE ON
THEM FOR REPLACEMENT HOUSING.

KRISTY BOULWARE
ALBERTA LAWSON
CHARLES HOWARD
PAUL WATSON
SHERRY BELL
LYRETHA STOKES
CAROLYN KING
TONY HOLLINS
HARVEY STANFORD
THERESA COLE
CALVIN HOWARD
WILLA WILLIAMS
CHARLES COLE
CARNELL WILLIAMS
CEDRICK WILLIAMS

Memo

To: Denise Richards, Occupancy Department
 From: Izora Davis, Lakefront Community Organization
 Re: Eligible Relocatee Files
 Date: 6/13/01

Please find below a list of eligible Lakefront Relocatees and their attached files. If there are any questions and/or concerns, please feel free to contact me at (312) 674-4189 or (312) 674-4166.

Name	Address	Phone	Number in household
Mary Montgomery	8319 S. Commercial	773-374-4297	4
Naiya Keaton	4219 S. Ellis	773-536-4638	2
Virginia Jones	8440 S. Muskegon	773-734-7856	2
Alice Keaton	4219 S. Lake Park	773-536-4638	2
Denise Pollard	4009 S. Ellis #111	773-548-0444	1
Latifat Agbajaya	5422 S. Calurnet	773-373-8465	6
Andrea White	64 E. 48 th Street	773-924-9713	2
Deborah Lee	7853 S. Essex	773-978-4766	2
Sheila Doss	64 E. 48 th Street	773-924-9713	4
Orinthia Davenport	7401 S. Muskegon	773-544-5440	1
Deanine Marshall	2930 S. Dearborn	312-225-9614	3
Laurese Marshall	7403 S. Michigan	773-443-0760	1
Rosa Lee Tucker	802 E. 41 st Street	773-924-2455	2
Sharnetta Selvie	852 W. 50 th Place	773-268-4326	2

Received by Occupancy

Date

LCO Signature

Date

michele
 Davis 312
 674-4167

Memo

To: CHA Occupancy Department
From: Izora Davis, Lakefront Community Organization
Re: Eligible Relocatee Files
Date: 7/30/01

Please find below a list of eligible Lakefront Relocatees and their attached files. If there are any questions and/or concerns, please feel free to contact me at (312) 674-4189 or (312) 674-4166.

Name	Address	Phone	Number in household
Stevie Browner	10206 S. St. Lawrence	773-995-9662	1
Latoya King	8235 S. Drexel	773-846-6383	1
Falicia Agbalaya	6001 W. 70 th Street	773-874-2401	3
Nicole Shearer	4512 S. Calumet #202	773-624-2358	1
Lakisha Wilson	8340 S. Manistee #2	773-978-6313	1



CHA Signature

7-30-01

Date



LCO Signature

7-30-2001

Date

Name	Address	Date Submitted
Mary Montgomery	8319 S. Commercial	6/13/01
Natiya Keaton	4219 S. Ellis	6/13/01
Virginia Jones	8440 S. Muskegon	6/13/01
Alice Keaton	4219 S. Lake Park	6/13/01
Denise Pollard	4009 S. Ellis #111	6/13/01
Latifat Agbalaya	5422 S. Calumet	6/13/01
Andrea White	64 E. 48 th Street	6/13/01
Deborah Lee	7853 S. Essex	6/13/01
Sheila Doss	64 E. 48 th Street	6/13/01
Orinthia Davenport	7401 S. Muskegon	6/13/01
Deanine Marshall	2930 S. Dearborn	6/13/01
Latrese Marshall	7403 S. Michigan	6/13/01
Rosa Lee Tucker	802 E. 41 st Street	6/13/01
Sharnetta Selvie	852 W. 50 th Place	6/13/01
Angela Parsons	6517 S. Ellis	1/5/01
Dashaun Anderson	520 E. 38 th Street	1/5/01
Juanithia Lee	6617 S. Green	1/5/01
Stevie Browner	10206 S. St. Lawrence	7/30/01
Latoya King	8235 S. Drexel	7/30/01
Falicia Agbalaya	6001 W. 70 th Street	7/30/01
Nicole Shearer	4512 S. Calumet #202	7/30/01
Lakisha Wilson	8340 S. Manistee #2	7/30/01
Pierre Miller	8248 S. Ashland #2E	2/9/01
Jesse Treadwell	4120 S. Prairie #606	2/9/01
Antoinette Montgomery	5019 S. St. Lawrence	2/9/01
Nakia Washington	16434 S. Turner	2/9/01
Kristy Boulware	1907 E. 78 th Street	8/99

Memo

I respond

To: Denise Richards, Occupancy Department
 From: Izora Davis, Lakefront Community Organization
 Re: Eligible Relocatee Files
 Date:

Please find below a list of eligible Lakefront Relocatees and their attached files. If there are any questions and/or concerns, please feel free to contact me at (312) 674-4189 or (312) 674-4166.

Name	Address	Phone	Number in household
Pierre Miller	8248 S. Ashland #2E	773-873-5810	4
Jesse Treadwell	4120 S. Prairie #606	773-268-4112	4
Antoinette Montgomery	5019 S. St. Lawrence 1 st Floor	773-924-0211	4
Renee Taylor	3983 S. Lake Park #304	773-536-7092	2
Nakia Washington	16434 S. Turner	708-210-0931	2

CHA Signature

Date

Izora Davis

1-2001

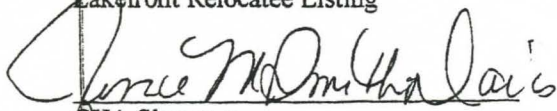
LCG Signature

Date

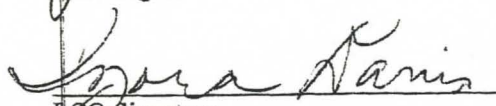
*these people have been placed in housing
 will verify this
 Izora Davis*

Name	Address	Phone	Number in household
Angela Parsons	6517 S. Ellis	773-752-1963	5
Yatkisha King	809 W. Monroe	312-491-2043	6
Latrice Johnican	7934 S. Sangamon	773-846-2069	2
Dashaun Anderson	520 E. 38 th Street		9
Juanithia Lee	6617 S. Green #2 nd Floor	773-783-4694	4
Tomika Truss	921 N. Mohawk #1278	773-955-7102	5

Lakefront Relocatee Listing


OCHA Signature

1/5/2002 2:10 pm
Date


LCO Signature

1-5-2001
Date

JOHNSON, JONES, SNELLING, GILBERT & DAVIS, P.C.

Attorneys At Law
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603
(312) 578-8100
(312) 422-0708 Fax
E-Mail Address: jjsgd@jjsgd.com

Thomas E. Johnson
Leslie Ann Jones
Phillip H. Snelling
Jeffrey B. Gilbert
Anne Megan Davis

Paul B. Siegel
Carolyn E. Golab
Paralegals

November 21, 2001

Ms. Rose Joshua
77 W. Washington St., #1314
Chicago, Illinois 60602

Re: Gautreaux

Dear Ms. Joshua:

As promised, I am enclosing the Woodlawn Community Development Corporation outreach plan. I understand it has been previously provided to Ms. Davis.

This also confirms our discussion of this afternoon, in which I informed you that CHA disagrees with your objections to our subpoena. We do not believe the documents sought are "irrelevant" to the issues before the Court. We intend to pursue a Rule to Show Cause before Judge Aspen unless we can resolve our differences.

You indicated that you would provide me with the following additional information before a final decision is made on the Rule to Show Cause. Specifically, you promised to:

1. Provide me with information as to the identity of Cedric Hampton, the person at CHA to whom Ms. Davis says she sends bills. Further, you indicated you would let me know if Mr. Hampton approves all of Ms. Davis' expenditures, by reimbursing her for those expenses.

2. Let me know if the memos you produced on November 5, 2001 identify all of the information Ms. Davis has in her possession regarding the identity of eligible "displaced Lakefront tenant families", as that term is defined in the subpoena.

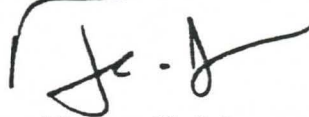
3. Let me know if you can provide me with all information on outreach activities in which LCO has engaged, including the amounts spent on outreach.



Ms. Rose Joshua
P. 2

As the bar date for identifying eligible Lakefront families is December 31, 2001, it is imperative that you provide me with this information no later than November 27, 2001.

Very truly yours,

A handwritten signature in black ink, appearing to be 'T.E. Johnson', with a long horizontal flourish extending to the right.

Thomas E. Johnson

TJ:yt

The Chicago Housing Authority

Community Outreach Plan Displaced Lakefront Families

Performed By:

Woodlawn Community Development Corporation

Carole Millison, President

SOUTHEAST SCATTERED SITES

6029-1/2 SOUTH HARPER

CHICAGO, IL 60637

(773) 324-6305

Vernex Nichols, Property Manager

TABLE OF CONTENTS

A. BACKGROUND

B. NARRATIVE OF OUTREACH PROCESS

1. OUTREACH LETTER
2. DISTRIBUTION LETTER
3. NON-ATTENDANCE LETTER
4. ACKNOWLEDGE LETTER
5. REJECTION LETTER
6. SAMPLE NOTICE

C. OUTREACH MARKETING PLAN AND BUDGET

1. OVERVIEW OF PROCESS
2. MARKETING APPROACH
3. BUDGET
4. MEDIA ADVERTISEMENTS

D. IMPLEMENTATION

1. ROLE AND RESPONSIBILITIES
2. TIMETABLE

Lakefront Properties

In 1986, the Lakefront Properties (3939 South Lake Park, 3983 South Lake Park, 4040 South Oakenwald, 4155 South Lake Park, 1132 East 42nd Street and 1130 East 41st Street) were closed for renovation. In 1996, after 3939 and 3983 South Lake Park Avenue were renovated, the Chicago Housing Authority and the Lakefront Community Organization agreed that the rehabilitation of the four remaining Lakefront Properties was no longer desirable and agreed to provide 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 agreed to provide 441 replacement units which included 241 units in North Kenwood-Oakland and 200 units in communities outside of North Kenwood-Oakland. Of the replacement units outside of Kenwood-Oakland, 38 units have been built, and within North Kenwood-Oakland, 62 have been built to date. The Chicago Housing Authority has entered into negotiations with a development team to build 120 public housing units on the site of the former Lakefront Properties and with another development team to build 30 public housing units on the Drexel site (41st and Drexel Boulevard). Public housing units at both sites will be constructed within new mixed income communities. Construction of these units is anticipated to begin in 2002.

People who were residing at the Lakefront Properties as of October 1, 1985 and were displaced by the proposed rehabilitation project at the Lakefront Properties may be eligible to fill these units.

Woodlawn Community Development Corporation

NARRATIVE OF OUTREACH PROCESS

In an effort to identify lease holders and eligible persons who were occupants of the Chicago Housing Authority's, Lakefront Properties, Woodlawn Community Development Corporation (W.C.D.C.) in association with the Chicago Housing Authority will accomplish this task by utilizing the following process:

- Contact Community Leaders and elected officials to schedule a meeting to provide an overview of the Lakefront Replacement Housing Program, Outreach Plan and discuss the application process.
- Lakefront Relocatee Town Hall meeting to discuss eligibility criteria, application process, review process and status of redevelopment.
- Implement a marketing plan in consultation with the Lakefront Community Organization to include newspaper, radio advertisements, creation and distribution of flyers. Flyers will be distributed to Community Leaders, Community Organizations, and delivered door to door at selected CHA Developments (Washington Park, Dearborn Homes, Ida B. Wells Homes, Madden Park Homes, Hilliard Homes, Harold Ickes Homes, Robert Taylor Homes).
- Create and maintain a new database of applicants, which contains information on family composition, income, current address, former address at Lakefront Properties and other pertinent information.

Following are sample letters and notices that will be used in the outreach process.



THE CHICAGO HOUSING AUTHORITY

SELECTED DATE

OUTREACH SAMPLE
ALDERMANIC LETTER

Alderman Toni Preckwinkle, 4th Ward
4646 South Drexel
Chicago, IL 60653

Dear Alderman Preckwinkle,

Woodlawn Community Development Corporation, private manager for the Chicago Housing Authority (CHA), will be accepting registration for Lakefront Properties Replacement housing units in your community from _____, 2001 through December 31, 2001. Two (2) registration offices have been established at the following locations:

MERRILL CIRCLE APARTMENTS
CHA/SCATTERED SITES SOUTHEAST
7120 SOUTH MERRILL
CHICAGO, IL 60649

SCATTERED SITES SOUTHEAST
4525 SOUTH LAKE PARK-SUITE#0
CHICAGO, IL 60653

CHA/SCATTERED SITES SOUTHEAST MANAGEMENT OFFICE
6029-1/2 SOUTH HARPER
CHICAGO, IL 60637

We have organized an orientation on the registration process for community leaders. The meeting will take place on _____, 2001, at 6:00 P.M. at the following location: _____. You are invited to attend the orientation along with any members of your staff that you have assigned to assist your community with registration. Please respond by _____, 2001 no later than 1:00 P.M. with the number of attendees.

In order to properly service your community, we need your help. The registration offices will be opened as follows:

9:00 A.M. through 5:30 P.M. - Monday, Tuesday, Wednesday and Friday.
11:00 A.M. through 7:00 P.M. - Thursday
9:00 A.M. through 11:00 A.M. - Saturday

It is of the utmost importance that the office be staffed by volunteers from the neighborhood. We would like to suggest two (2) shifts from 12 - 3 and 3 - 7 as noted on the hourly schedule. Please contact _____ at _____ to schedule your volunteers.

We have enclosed flyers with registration and community meeting information to be distributed to your community. Registration forms will be delivered to participating agencies on _____, 2001. Thank you for your support.

Sincerely,

Vernez Nichols, Property Manager
attered Sites Southeast



THE CHICAGO HOUSING AUTHORITY

SELECTED DATE

*DISTRIBUTION SAMPLE
ALDERMANIC LETTER*

Alderman Toni Preckwinkle, 4th Ward
4646 South Drexel
Chicago, IL 60653

Dear Alderman Preckwinkle,

Enclosed are registration forms for the Lakefront Properties Replacement Housing Program that should be distributed to qualified persons in your community. The registration period runs from _____, 2001 to December 31, 2001 (excluding Sundays). These forms are only valid through that date.

The completed forms must be returned preferably in person by 12:00 NOON December 31, 2001. No further registrations will be accepted after that date. Completed registration forms should be directed to:

Merrill Circle Apartments
WCDC/CHA Scattered Sites Program
7120 South Merrill Avenue
Chicago, Illinois 60649

Scattered Sites Southeast
4525 South Lake Park-Suite #0
Chicago, IL 60653

WCDC/CHA Scattered Sites Program
6029-1/2 South Harper
Chicago, Illinois 60637

Please contact me at (773) 324-6305 if you have any questions or require further information. Thank you for your assistance with this effort.

Sincerely,

Vernez Nichols, Property Manager
Scattered Sites Southeast



THE CHICAGO HOUSING AUTHORITY

SELECTED DATE

NON-ATTENDANCE SAMPLE
ALDERMANIC LETTER

Alderman Toni Preckwinkle, 4th Ward
4646 South Drexel
Chicago, IL 60653

Dear Alderman Preckwinkle,

We missed you at the _____ Community Leaders meeting regarding the Lakefront Properties Replacement housing.

This meeting was to talk about the Community outreach that will take place in your area starting _____, 2001 and ending December 31, 2001. If you wish to attend the meeting for the Community Residents, that meeting will be held at the _____ on _____, 2001, at 6:00 P.M.

Applications must be submitted to the Woodlawn Community Development Corporation by 12:00 NOON on December 31, 2001. If applicants wish to return the application by mail, it must be postmarked by December 31, 2001.

We have enclosed the information packet that was distributed at the meeting. Should you know eligible persons who have not been included, information may be obtained from the following locations:

We look forward to hearing from you.

Sincerely,

Yvonne Nichols, Property Manager

Scattered Sites Southeast



THE CHICAGO HOUSING AUTHORITY

SELECTED DATE

ACKNOWLEDGEMENT SAMPLE
APPLICANT LETTER

Chicago, IL

Dear Applicant:

We are in receipt of your Lakefront application. Based on our preliminary review you have been issued registration number _____.

Applications must be submitted to the Woodlawn Community Development Corporation by 12:00 NOON on December 31, 2001. If you wish to mail your application, it must be post-marked by December 31, 2001.

Please retain this letter for your records. At a future date, you will be contacted regarding the continual processing of your application.

Thank you for your interest.

Sincerely,

Vernez Nichols, Property Manager
Scattered Sites Southeast



THE CHICAGO HOUSING AUTHORITY

SELECTED DATE

REJECTION APPLICANT
SAMPLE LETTER

Chicago, IL

Dear Applicant:

You recently expressed interest in Lakefront Properties Replacement housing.

You are not eligible to be placed on the waiting list because:

_____ You have not provided verification of residency in the Lakefront Properties.

_____ You have received replacement housing.

If you have information that you believe might change this decision, you must notify CHA in writing within ten (10) days of the receipt of this letter. Your written statement should indicate any additional circumstances, particularly as they relate to your current address. This information should be mailed to the CHA Occupancy Department, 4700 South State Street, Chicago, IL 60609.

Thank you for your interest.

Sincerely,

Vernex Nichols, Property Manager
Scattered Sites Southeast

SAMPLE NOTICE

SAMPLE NOTICE

SAMPLE NOTICE



NOTICE

LAKEFRONT REPLACEMENT HOUSING

May be available if you were residing at:

3939 SOUTH LAKE PARK

3983 SOUTH LAKE PARK

4040 SOUTH OAKENWALD

4155 SOUTH LAKE PARK

1130 EAST 41ST STREET

1132 EAST 42ND STREET

on October 1, 1985, and were later relocated

**A MEETING WILL BE HELD TO DISCUSS ELIGIBILITY AND
THE APPLICATION PROCESS**

_____, 2001 FROM 6:00 P.M.-8:00 P.M.

**KENNICOTT PARK
4434 SOUTH LAKE PARK
CHICAGO, ILLINOIS**

FOR PREVIOUS LAKEFRONT RESIDENTS ONLY

PLEASE BE PROMPT!!!!

APPLICATIONS WILL BE AVAILABLE AT THIS TIME

Applications must be submitted to the Woodlawn Community Development Corporation by 12:00 Noon on December 31, 2001. If applicants wish to mail the application, it must be post-marked by December 31, 2001.

EQUAL HOUSING OPPORTUNITY**MARKETING PLAN AND BUDGET**

Our marketing plan is to provide media exposure for displaced Lakefront families. We plan to accomplish this by advertising in the following newspapers:

- Chicago Tribune
- Chicago Sun Times
- Hyde Park Herald
- C.H.A. Resident Journal
- Chicago Defender
- Lakefront Outlook

In addition the radio stations we will utilize are:

- WVON AM 1450
- WLS TALK RADIO AM 890
- WGCI AM 1390 & FM 107.5

An estimated budget is attached detailing the costs associated with this marketing plan.

MARKETING APPROACH

Type of Affirmative Marketing Plan

Chicago Metropolitan Area

Newspaper

Duration of Advertising

Chicago Sun Times	1 Month
Chicago Tribune	1 Month
Chicago Defender	1 Month
Lakefront Outlook	1 Month
Resident Journal	1 Month
Hyde Park Herald	1 Month

Radio

WVON 1450 AM

WGCI 1390 AM & 107.5 FM

WLS NEWSTALK 890 AM

Racial/Ethnic Identification of Readers

African American, Caucasian,
Hispanic, Indian, Asian

Community Contacts

TWO Community Office
Management Companies & LAC
Washington Park
Dearborn Homes
Ida B. Wells Homes
Madden Park Homes
Hilliard Homes
Harold Ickes Homes
Robert Taylor Homes
State Senator & State Representative
Harris YWCA at 63rd and Drexel
YMCA at 63rd and Stony Island
Parkway Community Center
Religious Institutions and Churches
Community Businesses/Organizations

Fair Housing Poster-Displayed in Real Estate Office

COMMUNITY OUTREACH BUDGET – 2001**Advertising:** **\$24,054.00**

Chicago Tribune	-	Tuesday—\$324.60 x 4 * 700.00x4	4,098.40
		Sunday — \$433.80 x 4 * 758.40 x 4	4,768.80

Chicago Sun Times	-	Weekly — \$1,600 x 4	6,400.00
-------------------	---	----------------------	----------

Resident Journal*		Bi-Monthly - \$840.00	840.00
-------------------	--	-----------------------	--------

Lakefront Outlook*

Hyde Park Herald*/		Weekly \$827.33 x 4	3,309.32
--------------------	--	---------------------	----------

Chicago Defender	-	Friday, Saturday, Sunday	
		\$699.37 x 4	2,797.48

Three (3) Radio Stations – 60 Second Spots - 4 Weeks
(Monday, Thursday, Friday, Saturday)

WVON	\$65 Per Minute x 4 x 4:	1,040.00
WGCI	\$50 Per Minute x 4 x 4:	800.00

Printing Cost: **\$ 3,500.00**

Applications Printed in English
(CA 3600 - Color Coded)
(CA 3900 - Color Coded)

Flyers Printed in English
Notices Printed in English

Postage: **\$ 1,200.00**

Two (2) Mailings
General Correspondence

Office Supplies: **\$ 2,500.00**

Applicant Packet Folders
Paper
Binding Folders
Envelopes
Receipt Books

Space Rental : **\$ 1,500.00**

Two (2) Evening Sessions

Staff Salary/Overtime: **\$ 50,000.00**

Six Staff Members
Days, Evenings and Saturday appointments
Evening Sessions
TOTAL:

\$82,754.00

SAMPLE AD

SAMPLE AD

SAMPLE AD

IMPORTANT**IMPORTANT****IMPORTANT**

If you were a Leaseholder or Authorized Occupant on the lease of a leaseholder in one of the following Chicago Housing Authority LAKEFRONT BUILDINGS:

3939 SOUTH LAKE PARK

3983 SOUTH LAKE PARK

4040 SOUTH OAKENWALD

4155 SOUTH LAKE PARK

1132 EAST 42ND STREET1130 EAST 41ST STREET

ON 10/1/85 AND HAD TO BE RELOCATED, you may be eligible for replacement housing if you did not receive a Section 8 voucher or if you were not relocated to Lake Parc Place. There are 179 units to be constructed or rehabbed in the Kenwood-Oakland area and 162 units outside of the Kenwood-Oakland community. The units will have one, two, three and four bedrooms. Construction of these units is anticipated to begin in 2002.

If you are interested in being considered for one of the new units, please come to one of the following addresses to register or call the following number for further information.

YOU WILL HAVE TO BRING PROOF WHEN YOU REGISTER, THAT YOU WERE A LEASEHOLDER OR AUTHORIZED OCCUPANT ON THE LEASE OF A LEASEHOLDER IN A LAKEFRONT BUILDING ON 10/1/85.

Verification of eligibility includes a copy of the lease, school records, utility bills, Public Aid records, or court papers showing proof of residency on 10/1/85. In addition, please bring a current picture ID such as a driver's license or State of Illinois ID.

This is a FINAL outreach to locate former residents of the Lakefront Properties. Applications must be submitted to the Woodlawn Community Development Corporation by 12:00 Noon on 12/31/01, or post-marked by 12/31/01 if you wish to return it by mail.

LOCATIONS: MERRILL CIRCLE APARTMENTS, 7120 SOUTH MERRILL, 60649
CHA/SCATTERED SITES, 6029 1/2 SOUTH HARPER, 60639
SSSE, 4525 SOUTH LAKE PARK-#0, 60653

DATES: _____**TIMES:** _____**CONTACTS:** _____**PHONE NUMBERS:** _____

TIME TABLE

Upon Approval by the Court:

1st Week – Schedule and Hold Community Leaders Meeting

2nd Week - Distribute Flyers and Begin Media Advertising

5th Week – First Lakefront Relocatee Town Hall Meeting

6th Week – Begin Application Intake and Review.

9th Week – Second Lakefront Relocatee Town Hall Meeting

December 31, 2001— Application Intake Ends

ROLES AND RESPONSIBILITIES

Contact Community Leaders and Officials and Facilitate Meeting.....WCDC

Implement Marketing Plan.....WCDC

Conduct Lakefront Relocatee Town Hall Meetings.....CHAWCDC

Develop Application Review Process.....CHAWCDC

Create and Maintain Data Base.....WCDC

SAMPLE FLYER

SAMPLE FLYER

SAMPLE FLYER

IMPORTANT

IMPORTANT

IMPORTANT



If you know of anyone who was a Leaseholder or Authorized Occupant on the lease of a leaseholder in one of the following Chicago Housing Authority LAKEFRONT BUILDINGS:

3939 SOUTH LAKE PARK

3983 SOUTH LAKE PARK

4040 SOUTH OAKENWALD

4155 SOUTH LAKE PARK

1132 EAST 42ND STREET1130 EAST 41ST STREET

ON 10/1/85 AND HAD TO BE RELOCATED, they may be eligible for replacement housing if they did not receive a Section 8 voucher or were not relocated to Lake Parc Place. There are 179 units to be constructed or rehabbed in the Kenwood-Oakland area and 162 units outside of the Kenwood-Oakland community. The units will have one, two, three and four bedrooms. Construction of these units is anticipated to begin in 2002.

Former lakefront residents interested in being considered for one of the new units, must come to one of the following addresses to register or call the following number for further information. **THEY WILL HAVE TO BRING PROOF WHEN THEY REGISTER, THAT THEY WERE A LEASEHOLDER OR AUTHORIZED OCCUPANT ON THE LEASE OF A LEASEHOLDER IN A LAKEFRONT BUILDING ON 10/1/85.**

Verification of eligibility includes a copy of the lease, school records, utility bills, Public Aid records, or court papers showing proof of residency on 10/1/85. In addition, please bring a current picture ID such as a driver's license or State of Illinois ID.

This is a FINAL outreach to locate former residents of the Lakefront Properties. Applications must be submitted to the Woodlawn Community Development Corporation by 12:00 Noon on 12/31/01, or post-marked by 12/31/01 if returning it by mail.

LOCATIONS: MERRILL CIRCLE APARTMENTS: 7120 SOUTH MERRILL, 60649
CHA/SCATTERED SITES: 6029 1/2 SOUTH HARPER, 60639
SSSE: 4525 SOUTH LAKE PARK #0, 60653

DATES: _____

TIMES: _____

CONTACTS: _____

PHONE NUMBERS: _____