



**CHICAGO HOUSING AUTHORITY (“CHA”)  
REQUEST FOR PROPOSAL (“RFP”) EVENT NO. 3277 (2025)  
for  
Clybourn and Larrabee Redevelopment**

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**Required for use by  
[DEPARTMENT OF DEVELOPMENT]  
ISSUED ON: Wednesday, March 26, 2025  
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS**

**PROPOSALS DEADLINE:  
Tuesday, May 27, 2025 at 1:00 P.M. CDT**

Proposals may be submitted early but must be received electronically no later than the date and time listed in the solicitation.

**PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME**

Respondent Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

*This selection process is unique to the Scope of Work described herein and notwithstanding any other proposal, qualification or bid requests provided by the Chicago Housing Authority. Proposers must comply with the requirements as defined in this RFP.*

Angela Hurlock  
Interim Chief Executive Officer  
Officer

Sheila Johnson  
Deputy Chief Procurement

[www.thecha.org](http://www.thecha.org)

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## KEY INFORMATION

1. **RESPONDENT CONTACT WITH CHA:** The Procurement Specialist identified below is the *sole point of contact* regarding this RFP from the date of issuance until selection of the successful proposer(s).

**Tamiko Casteel, Procurement Manager**  
Chicago Housing Authority  
Department of Procurement and Contracts  
60 East Van Buren Street, 8th Floor  
Chicago, Illinois 60605  
E-mail: [tcasteel@thecha.org](mailto:tcasteel@thecha.org)

Responses shall be submitted via the Supplier Portal at <https://supplier.thecha.org> no later than **Tuesday, May 27, 2025 by 1:00 PM, CDT**.

**The Proposer shall be responsible for electronic submission by the due date and time. Late proposals will not be accepted.**

An **in-person** pre-proposal conference is scheduled for Friday, April 4, 2025, at 1:00 p.m. CDT to discuss the scope of services and the CHA contract requirements. The meeting address is 60 E. Van Buren St. Conference Rooms 736 C-B. In order to participate onsite, you will need to **RSVP by Wednesday, April 2, 2025 at 12:00 p.m., CDT** with **Tamiko Casteel** via email at [tcasteel@thecha.org](mailto:tcasteel@thecha.org). Please submit your Company Name, Your Name, and email address confirming the reservation.

The Letter of Intent to Submit a Proposal, Attachment B, is due **Monday, May, 05, 2025**, at 11:00 a.m. CDT. The Letter of Intent to Submit a Proposal, Attachment B must be submitted via the Supplier Portal at <https://supplier.thecha.org>.

If you do not intend to submit a proposal in response to this RFP, please submit via the Supplier Portal at <https://supplier.thecha.org>, a brief explanation in order to continue to receive future bid/RFP notices.

Questions regarding clarification or verification of these specifications and CHA contract requirements must be submitted via the Supplier Portal at <https://supplier.thecha.org>. no later than **Thursday, April 10, 2025 by 10:00 AM, CDT**.

**Electronic Submission:** CHA requires Respondents to submit an electronic proposal for the above-described Event. Respondent shall upload all documents via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic proposal submission requires only one (1) copy. Each submittal section of the electronic proposal shall be labeled and separated into a different file as described in "ARTICLE V Submittal Requirements."

**Note:** There is no maximum file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more than 50 characters. For questions or assistance with the Supplier Portal, please contact Harriet Herron-King, Procurement Coordinator, at 312-913-7356, [HHerron@thecha.org](mailto:HHerron@thecha.org). **Respondent shall bear all costs of responding to this solicitation.**

## ARTICLE I INTRODUCTION

CHA is the third largest public housing authority in the nation and the largest single owner of rental housing in Chicago. Through its public housing and voucher programs, CHA serves 135,000 people in over 65,000 households across all 77 of Chicago's community areas. CHA's mission is to create and sustain strong communities where seniors thrive and everyone can unlock their economic power, ensuring that every neighborhood in Chicago has quality affordable housing and everyone feels welcome.

In its procurement of its goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent, and practical, and works to optimize the use of public funds through purchasing decisions. For more information, visit [www.thecha.org](http://www.thecha.org).

## ARTICLE II INTENT AND PURPOSE

The Chicago Housing Authority ("the CHA") invites submissions from qualified Development Teams ("Developer") for the planning, design, finance, development, and management of a new mixed-income residential development at the Clybourn and Larrabee site ("the Site") in the Cabrini-Green area ("the "Cabrini-Green Development Area" or "Development Area"), in accordance with the goals and requirements articulated in the following Request for Proposal ("Solicitation").

The redevelopment potential at the Site provides a unique opportunity to create an affordable, diverse, connected, and vibrant development for Chicago residents in the Cabrini-Green area. Through this Solicitation, the CHA seeks to: 1) create a healthy mixed-income community; (2) reduce or eliminate blighting conditions; and (3) employ as many residents as possible in jobs in the project area.

## BACKGROUND

**Overview:** The Chicago Housing Authority works closely with public housing residents, communities, developers, and other key stakeholders to build communities and deliver new housing opportunities on sites across the city. This solicitation is written to provide relevant information and gather proposals from qualified Developers who want to work with CHA to support the redevelopment of CHA's site at Clybourn & Larrabee. The Selected Respondent will be a partner with CHA to fulfill the goals, objectives, and requirements outlined in this document and ensure the timely delivery of a mixed-use, mixed-income development on the Site.

CHA and the chosen Developer will work closely with the Cabrini-Green Local Advisory Council, Cabrini Green LAC Community Development Corporation (LAC CDC), the Near North Working Group, and other relevant stakeholders to ensure a successful redevelopment of the site. CHA will provide land and other financial resources to support the redevelopment of the Site, as well as expertise and leadership to meet the statutory and regulatory requirements for developing and operating public and affordable housing. The Developer will provide their expertise in the full cycle of real estate development including but not limited to site planning, zoning and entitlements, design, financing, construction, leasing, and long-term operations. The CHA, the Cabrini Green LAC Community Development Corporation, and the Developer will also each have a financial stake in the development.

**Location:** The Site is situated in Chicago's Near North Community Area within the 27th Ward. It is generally located at 1450 North Larrabee Street, Chicago, IL 60610.

**Site Description:** The Site is approximately 7 acres (or approximately 304,920 square feet) in area. It is an irregular triangle shape approximately bounded by North Larrabee Street to the east, North Clybourn Avenue to the southwest, Chicago Park No. 598 to the north, and Orchard Park Townhomes to the northwest.

**Tax Parcel Numbers:** The Site includes tax parcels 17-04-115-043, 17-04-119-001 through 17-04-119-024, 17-04-119-027 through 17-04-119-031, 17-04-119-033 through 17-04-119-037, 17-04-119-039 through 17-04-119-042, 17-04-120-001 through 17-04-120-023, and 17-04-120-025.

**Site History:** The Site at Clybourn and Larrabee previously housed the Near North Career Metropolitan High School (known as Near North High School), established in 1979 and closed in 2001. CHA acquired the Site in 2014 and the school building was demolished in 2023. The Site is currently vacant and awaiting future development.

**Current Zoning and Regulatory Ordinances:** Sections of the Site are currently zoned: RT-4 (residential) and are subjected to a Planned Development approval (PD-1104). (See attached Exhibit I). The Planned Development will need to be amended for the redevelopment.

**Infrastructure/Utilities:** Demolition of a former Chicago Public School building and grading work were completed in 2023. The vacant land is currently seed-blanketed.

**Environmental Conditions:** CHA received conditional approval from the Illinois Environmental Protection Agency (IEPA) on the Comprehensive Site Investigation Report/Remediation Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) dated September 23, 2022. Based on the RAP, the remediation at the site will include 'hot spot' removal of affected soils and will involve the use of a Building Control Technology (BCT) – either a membrane or sub-slab depressurization system. Other remediation requirements include soil excavation and an engineered barrier with the use of a geotextile. The IEPA conditional approval letter is attached in the Exhibit II of the Solicitation. Respondents should note that this Remedial Action Plan (RAP) is based on a prior set of plans for the site. As such, the IEPA may require revisions to the RAP based on any proposed changes to the site plan proposed at the time the existing RAP was developed.

**Neighborhood Context:** Located in Chicago's Near North community area, the Site is well-resourced, providing residents with seamless access to local amenities, public services, shopping, transportation options, and abundant employment opportunities. A neighborhood amenities map for the Near North Community Area is included in Exhibit III

**Near North Working Group:** The Near North Working Group ("NNWG") guides the planning and implementation of the Cabrini-Green redevelopment sites. The NNWG makes recommendations to CHA on Developer selection. The Working Group will have ongoing participation with the Selected Developer and includes representatives from:

- The Chicago Housing Authority
- Cabrini-Green Local Advisory Council (LAC)
- Impact For Equity (IFE, formerly known as Business and Professional People for the Public Interest), the Plaintiff Counsel in *Gautreaux vs. CHA*)
- City of Chicago Department of Planning and Development
- City of Chicago Department of Housing

**Consent Decree and Agreed Order from September 2015:** The Consent Decree and September 24, 2015, Agreed Order guides the redevelopment effort at this site. The Consent Decree and the Agreed Order require the unit mix to contain 1) no more than 50% market rate units; 2) no more than 20% affordable units as defined by the Consent Decree; and 3) no more than 40% and no less than 33% public housing units (Exhibits IV & V).

**Cabrini NOW (2025):** Through 2024 and early 2025, CHA has engaged in a community-centered, community-led process for approximately 40 acres of property available for redevelopment in the Cabrini area. While the Site was not included in the Cabrini NOW planning process, the Cabrini NOW plan provides detailed information about community priorities for future development in the area generally, including adjacent to and surrounding the Site. The plan also includes recommendations for massing, open space, and connectivity through the adjacent sites which can be used to inform planning and concept development for the Site. Additional background materials from the Cabrini NOW process, including a full set of engagement summaries, presentation materials, and other background information are available at [thecha.org/cabrininow](https://thecha.org/cabrininow).

### **ARTICLE III STATEMENT OF WORK/SCOPE OF SERVICES**

#### **INTRODUCTION**

The Selected Respondent must submit a proposal that responds to the goals and objectives outlined in the following sections below:

- Development Objectives
- Roles and Responsibilities
- Financing
- Resident and Community Participation
- Timeline

Overall, the development will consist of residential buildings that include a mix of CHA-subsidized, affordable, and market-rate units. The development should include both rental and for-sale housing options, including opportunities for affordable homeownership. The new mixed-income residential development should support a welcoming, diverse neighborhood that fits within the surrounding community and promotes civic participation. The new development should be built to last, with quality materials that can be sustained and maintained over time.

#### **DEVELOPMENT OBJECTIVES**

CHA's key development objectives include:

- Creating a quality environment that is stable, secure, and sustainable, with amenities, services, and other attributes that attract a diverse range of incomes and backgrounds and foster a cohesive mixed-income community for the long term.
- Maximizing opportunities for meaningful ongoing participation for community residents of all incomes in the redevelopment process.
- Providing supportive services and promoting communication among residents of all housing types and incomes.
- Maximizing employment and business opportunities for CHA and community residents.

**Housing Mix:** The Developer should maximize the opportunity for affordable rental and affordable for-sale housing in the Near North area by creating a continuum of affordability, permitting community residents to stay in and return to the neighborhood; opening paths for renters to own, and ensuring a healthy mix of housing by tenure and typology.

**Affordability Requirements:** In alignment with the Cabrini Green Consent Decree and Agreed Order 2015, the unit mix of the new developments should consist of no less than 33% and no more than 40% CHA-subsidized units, no more than 20% affordable units, and no more than 50% market-rate units. The total unit count across the Site must adhere to this allocation.

Any proposed development across the site must include a minimum of 180 CHA-subsidized units.

The CHA-subsidized and affordable rental units should be made available to residents earning up to 60% of the Area Median Income (AMI), with some affordable units designated for CHA families and non-CHA families earning between 60% and 80% of AMI. Any affordable homeownership units should be accessible to residents earning 120% of the AMI or below.

Residents with different incomes should be integrated throughout the buildings, across the Site, and among various housing types.

**Infrastructure:** Reestablish a walkable street network by dedicating new rights-of-way where appropriate. Ensure that new internal streets and alleys are designed to align harmoniously and maintain seamless traffic flow with the adjacent city streets. The final design should include a plan for the street between the Site, Chicago Park 598, and the existing Orchard Park Townhouses.

**Design and Construction Quality:** The new development should be designed and built to last, with quality materials that can be sustained and maintained over time. Proposals should reflect an understanding of the investment and associated budget needed to design and build the Site to, at minimum, industry standard for comparable housing in the surrounding community. Proposals will need to comply with the [Planned Development Standards and Guidelines \(17-8-0900\)](#).

The interior and exterior features of the rental housing (no matter the income of the residents) must have the same quality and visual appearance.

**Sustainable Development:** Sustainable and energy-efficient construction materials and methods must be integral to the proposed plan. The Selected Respondent must ensure that all new developments comply with the requirements of the Chicago Energy Transformation Code, and are encouraged to leverage sustainability programs that offer additional resources. Proposals will be required to comply with the [Chicago Sustainable Development Policy](#).

**Accessibility:** The Selected Respondent will be responsible for ensuring that the development and each building in the development meets all federal, state, and local standards, codes, regulations, statutes, and laws. In addition, the developer shall meet the specific requirement that it make 5.3% of the CHA-subsidized units accessible to persons with mobility impairments in compliance with the standards set forth above, and 2.1% of the CHA-subsidized units accessible to persons with sensory impairments in compliance with the standards set forth above.

## **ROLES AND RESPONSIBILITIES**

The CHA is committed to working collaboratively and in partnership with residents, Developers, community members, and other key stakeholders to deliver quality mixed-use, mixed-income development at the Site. Respondents should demonstrate their understanding of the following roles and responsibilities for developing the Site and demonstrate their qualifications to fulfill the Developer role to achieve the successful development of the site.

The CHA and the Selected Respondent will negotiate a Development Agreement outlining these roles, responsibilities, performance criteria, and other matters as required.

### **Developer Roles and Responsibilities**

The Selected Respondent will assume responsibility for the overall development process, including but not limited to the following.

**Project Schedule:** Producing detailed schedules for planning, design, financing, construction, and maintenance activities.

**Pre-Development and Planning:** Developing a plan that adheres to the Development Objectives as outlined above, including completing all necessary pre-development work.

**Engagement:** Working closely with CHA to manage community and stakeholder engagement throughout the redevelopment process, including community meetings, the Near North Working Group, the Cabrini Green Local Advisory Council, the Cabrini Green LAC Community Development Corporation (LAC CDC), and other stakeholders as required. This is further outlined below.

**Zoning and Approvals:** Completing all zoning approval processes, regulatory approvals, building permits, environmental documentation, and any other required approvals and permits, ensuring alignment with the required community engagement process.

**Phasing Schedule:** Outlining an overall project development schedule, including the planning and design phase, entitlement phase, predevelopment infrastructure phase, construction phase, and lease-up phase.

**Infrastructure:** Ensuring all infrastructure and utility planning is coordinated and completed to support development. Constructing and financing all on-site and off-site infrastructure.

**City of Chicago Coordination:** Coordinating redevelopment activities, in collaboration with the CHA, with the necessary City of Chicago agencies, including the Departments of Planning and Development, Housing, Transportation, the Park District, and others as required.

**Non-Residential Components:** Managing non-residential tenant or anchor attraction efforts and ensuring non-residential components of the development align with community goals and objectives.

**Financing Structure:** Proposing a financing structure and securing required debt and equity for land development, as further outlined below.



**Funding Applications and Compliance:** Preparing funding applications, as required, to the CHA, City of Chicago Department of Housing and Department of Planning and Development, HUD, and other funders to support development on the Site.

Complying with all CHA, City of Chicago, State of Illinois, HUD, and other applicable regulatory requirements for the use of financial assistance tools, as required.

**Environmental:** Overseeing and financing all environmental remediation efforts, including close coordination with CHA on necessary environmental clearances under the National Environmental Policy Act (NEPA), the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP), and all other applicable financial rules and regulations.

**Site Operations:** Managing ongoing operations and maintenance of infrastructure and land within the Site after Closing.

**Job Creation:** Maximizing opportunities for meaningful ongoing participation for community residents of all incomes in the redevelopment process and shall include a workable in conjunction with the Chicago Hiring Ordinance and hiring strategy and workforce development for local community residents.

Providing Section 3 and M/W/DBE workforce and supplier contract opportunities to local residents, as well as women- and minority-owned businesses.

Ensuring compliance with all applicable federal, state, city, and CHA Section 3 Business and employment requirements.

**Marketing and Leasing:** Marketing and leasing the site, including ensuring compliance with all applicable rules and regulations connected to CHA-subsidized and affordable units in close collaboration with CHA, prior to construction completion.

**Property and Asset Management:** Ongoing property and asset management after lease-up, including active participation and cooperation with CHA property management and asset management oversight as required for units under operating agreements with CHA.

**Property and Asset Management Compliance:** Ensuring property management compliance with all requirements of applicable law, HUD and CHA rules, policies, and regulations, and all applicable decrees and orders.

**Safety and Security:** Provide all necessary safety and security services to ensure the safety of residents as well as a variety of supportive services to benefit the well-being and safety of residents.

**Resident Supports:** Supporting community building and connecting residents to community supportive services.

**Timely Completion:** Ensuring timely completion of the entire redevelopment including meeting critical milestones.

### **CHA Roles and Responsibilities**

The CHA will assume responsibilities supporting the overall development process, including but not limited to the following.

**Development Rights:** Providing exclusive development rights to the Site, subject to all applicable regulatory requirements.

**Engagement:** Supporting all community and stakeholder engagement activities, including guiding the Developer on format, timing, and content for recommended and required consultation milestones throughout the process. This work is further outlined below.

**Regulatory Approvals and Compliance:** Leading the process for all necessary regulatory approvals with HUD to facilitate development such as HUD disposition, financing approvals, closing requirements, monitoring construction progress and draws, leasing process, ongoing property and asset management compliance, and other regulatory requirements that apply. Ensuring all necessary CHA governance steps such as reports to the CHA Board of Commissioners are completed to meet these requirements as needed.

**Other Regulatory Support:** Providing coordination and facilitation to support in meeting all regulatory requirements connecting to zoning and entitlements, permitting, environmental clearances, and other necessary regulatory approvals where CHA's experience and role as a public agency can support the development.

**Financial support:** Providing guidance and, as applicable, approvals for financial resource commitments for the proposed development as further outlined below.

### **FINANCING**

**Capital Funding:** Maximize the use of private equity and/or debt and minimize the use of traditional CHA and other public capital sources, including Tax Increment Financing (TIF) and Illinois Affordable Housing Tax Credits (Donation tax credits). The identification of other capital funding sources, such as the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and Railroad Rehabilitation & Improvement Financing (RRIF), are strongly encouraged for consideration.

**Operating Subsidy:** Assume CHA project-based subsidy for the required CHA units. Such subsidy may include Rental Assistance Demonstration ("RAD") Project Based Voucher ("PBV") or the Restore-Rebuild initiative (formerly known as "Faircloth-to-RAD").

**Land:** The CHA will contribute to the Site, owned by the agency, for the new development. Disposition may be required and is subject to review and approval by the CHA Board and the U.S. Department of Housing and Urban Development (HUD). The CHA will be responsible for overseeing and managing the approval process.

**CHA Return:** The Selected Respondent(s) shall provide a fair return to CHA for investments including CHA-land, operating subsidy, and capital contributions including a share of the total developer fee and cash flow. CHA also will require a Right of First Refusal for all units.

**LAC Participation:** Pursuant to the Cabrini Green 2000 Consent Decree (Exhibit IV) the Selected Respondent(s) will be required to include an ownership participation component for the Cabrini

Green LAC Community Development Corporation at this Site. The Consent Decree requires that “the LAC or its affiliated development entity be a partner, or other form of owner, with up to 50% interest in the ownership of partnership (or other entity) chosen to be the developer”.

Respondent submissions/proposals must specifically articulate any proposed extent and limitations of the LAC CDC’s participation (financial or otherwise). Once a Respondent is selected, the proposed extent and limitations shall be set forth in the “rights and responsibilities” section of the partnership (or other joint ownership) agreement between the Selected Respondent(s) and the LAC CDC. Ownership interest/component cannot be negotiated or “re-negotiated” after a Development Team has been selected. Violation of this directive may result in the invalidation of the entire procurement and/or disqualification of Respondents and/or Evaluators. Specific details are provided on this issue in Section IIIA of the attached Consent Decree.

Respondents are explicitly prohibited from direct contact with the Cabrini Green LAC and Cabrini Green LAC Community Development Corporation. Any direct contact with these groups prior to selection will result in the Respondent’s proposal being rejected due to non-compliance with the solicitation process.

### **RESIDENT AND COMMUNITY PARTICIPATION**

Meaningful resident and community participation in the development of the Site is both an agency priority for CHA and a regulatory requirement. Respondents should demonstrate their understanding of, and ability to satisfy, the following goals and requirements connected to resident and community participation.

**Consent Decree Requirements:** Pursuant to the Cabrini Green 2000 Consent Decree (Exhibit IV) any future development on the site must be completed in consultation with the Near North Working Group and with active involvement with the Cabrini Green LAC.

**Preliminary Community Engagement:** The CHA will encourage the short-listed respondents or the Selected Respondent(s) to solicit community involvement in the preparation of their response.

**Continuous Engagement:** The Selected Respondent must ensure that they anticipate regular community and stakeholder engagement opportunities throughout the process. These engagements will include presentations to the Near North Working Group, meetings with CHA residents, community meetings with other resident groups in the Near North Area, stakeholder meetings with Cabrini Green LAC, presentations to the Chicago Plan Commission, attending presentations to the CHA Board of Commissioners, and other engagement as required.

**Sensitivity to Development Impacts:** Redevelopment must be sensitive to the issues facing Cabrini-Green residents, including the disruption that accompanies construction.

**Engagement Prohibitions Prior to Selection:** Respondents are explicitly prohibited from direct contact with the Cabrini Green LAC and Cabrini Green LAC Community Development Corporation. Any direct contact with these groups prior to selection will result in the Respondent’s proposal being rejected due to non-compliance with the solicitation process.

## **TIMELINE**

CHA has a strong interest in ensuring the expeditious redevelopment of the Site. The Selected Respondent is expected to submit applications for project financing within 24 months following Developer selection.

### **ARTICLE IV GENERAL INSTRUCTIONS**

#### **A. Acceptance of Proposals**

Proposals in response to this RFP must be received (electronically) through the CHA Supplier Portal. Proposals must be received electronically no later than the **date and time** listed in the solicitation. **Proposals submitted after the designated date and time will not be accepted for any reason.**

CHA reserves the right to accept or reject any or all proposals, issue addenda, or waive any informalities. A Respondent whose proposal fails to fully comply with the requirements of the RFP may be determined to be nonresponsive and excluded from further consideration.

#### **B. Time for Receiving Proposals**

Proposals received prior to the due date and time will be maintained in a secure place, unopened. No proposal received after the deadline set forth on the cover page of this RFP will be considered. Proposals will not be publicly opened. Once submitted, proposals will become the property of CHA.

#### **C. Right To Cancel**

CHA reserves the right to cancel this procurement process whenever the best interest of CHA is served. CHA shall not be liable for costs incurred by Respondents associated with this procurement process.

#### **D. Addenda**

Any interpretations, corrections, or changes to the RFP will be made by addenda issued by CHA. Any addenda that are issued will be provided to prospective Respondents, posted on the CHA's Supplier Portal at: <https://supplier.thecha.org>, and noticed on the CHA website. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If CHA determines this RFP should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFP before the date set for receipt of proposals.

#### **E. False Statements**

Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.

#### **F. Withdrawal of Proposals**

Proposals may be withdrawn by written request by the Respondent. A written withdrawal of a Proposal must be received, prior to the time set for opening of Proposals. A Respondent's

negligence in preparing a Proposal creates no right of withdrawal or modification after the date and time set for opening of the Proposals.

G. Award of Contracts

CHA may award one or more Contracts according to the Evaluation Criteria contained in this RFP to responsible and responsive respondents, provided their Proposals are in the best interest of CHA. The Selected Respondent(s) will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from CHA or the United States, as furnished by HUD.

***CHA reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with §2 CFR 200.320 (c) or to re-solicit competitive proposals.***

H. Notice of Contract Award

Unsuccessful Respondents will be notified in writing after an award of contract has been made by the Contracting Officer and/or Board approval, if required.

I. Right to Protest

In accordance with CHA's Procurement Protest Procedures (copies may be obtained by contacting the department of Procurement and Contracts), all protests regarding this solicitation document must be filed no later than five (5) business days before the due date for proposals. All other protests regarding the evaluation of proposals or award of contract by the Authority must be filed no later than ten (10) business days after the notice of contract award. Any protest filed after such date will not be considered.

J. Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal will become the property of CHA unless otherwise indicated by the Respondent at the time of submission. CHA is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

K. Confidential Material

Any material submitted by a Respondent as part of a proposal that is to be considered confidential must be clearly marked as such but may be subject to disclosure under applicable law.

L. Subcontract / Sub consultants

All subcontractors proposed to be used under the Contract must be identified within the proposal. If the proposed services include the use of subcontractors, CHA will hold the prime contractor responsible for the proposed services to be provided by the subcontractors.

M. Minimum Wage Requirements

Any award under this solicitation shall be subject to the current local minimum wage requirement and prevailing wage determination for CHA. The minimum wage requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the minimum wage requirement and prevailing wage determination for CHA into consideration in determining its staffing plan for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the minimum wage requirement when the State prevailing wage rate or the minimum wage requirement is higher than the Federally imposed wage rate (24 CFR 965.101).

N. Disclosure Certification

The Contractor shall be required to make the following certification, which is included in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

The recommended firm(s) will be required to disclose the following information at the appropriate time during the solicitation process: Vendors' other business relationships including but not limited to: Board affiliations, positions or board memberships with all other non-profit, government and other Chicago businesses.

O. Disqualify for Conflict of Interest

CHA reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to CHA. This disqualification is at the sole discretion of CHA. Any Respondent submitting a proposal herein waives any right to object to such disqualification now or at any future time, before any body or agency, including but not limited to, the Board of Commissioners, City Council of the City of Chicago, Mayor's Office of Chicago or any company.

P. Participation by other Local Government Agencies

Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chicago Housing Authority Contracting Officer, and if such purchases have no significant net adverse effect on CHA and result in no observed diminished ability on the Bidder to provide the Services to CHA or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, City Colleges of Chicago. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; CHA shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. CHA assumes no authority, liability or obligation on behalf of any Local Government Authority

**Q. Bribery, Price Fixing, or Fraud**

No person or business entity shall be awarded a contract or subcontract for a period of five years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.), or under the laws of the State of Illinois; or has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
3. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or
4. has made an admission of guilt of such conduct as set forth in subparagraph 1 through 3 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offense admitted to; or
5. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs 1 through 3 above.

For purpose of the Paragraph, "business entity" means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent or employee of a business entity committed the acts as set forth in subparagraphs 1 through 5 above on behalf of such entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and be disqualified.

A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act as set forth in subparagraphs 1 through 5 above.

A business entity shall also be disqualified if any owner directly or indirectly controls 20% or more of the business entity and was an owner who directly or indirectly controlled 20% of another business entity at the time, such business entity committed a disqualifying act as set forth in subparagraphs 1 through 3 above.

Any contract found to have been awarded in violation of this Paragraph may be voided at the discretion of CHA.

**ARTICLE V SUBMITTAL REQUIREMENTS****A. Format**

Respondents shall present their proposals as a firm offer which, if accepted by CHA in its entirety, shall be binding between the parties. Electronic responses submitted via the CHA Supplier Portal at <https://supplier.thecha.org> only require one (1) complete proposal. The Respondents must also include an indexed version of each submittal section of the electronic proposal shall be formatted, labeled and separated into a different file.

**Note:** There is no maximum file capacity size when uploading attachments in the Supplier Portal. *If you receive an error message that states the “Maximum size is: 50” while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more than 50 characters.*

**Proposals not containing all the submittal requirements (See Attachment B – Vendor Submission Checklist) may be deemed non-responsive to this RFP.**

**B. Cover Letter and Executive Summary Form**

A cover letter shall be submitted on the Respondent’s letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be performed; a commitment to provide the services described in the Scope of Services of this RFP; and indicate that the offer is good for one hundred-eighty (180) days from submittal of proposal. In the cover letter, the Respondent shall also include an acknowledgement that the Respondent has read and understands the requirements of the RFP including, but not limited to, the terms and conditions of the attached Professional Services Agreement (refer to Attachment D), CHA’s contract requirements, Insurance and Indemnification requirements, and will comply with these requirements if awarded a contract. Proposers and Bidders shall also include the Executive Summary Form (Article X).

**C. Qualifications and Experience**

Due to the nature and scope of this development effort, CHA expects that the selected Respondent will have a diverse team with significant experience with projects with similar scale in the following areas:

1. Lead Respondent (Developer) has a minimum of five (5) years’ experience in planning and implementing mixed-use mixed-income development initiatives that integrate former public housing development sites into the surrounding cultural and urban community fabric while providing both rental and homeownership opportunities.
2. Lead Architectural firm has a minimum of five (5) years’ experience in large-scale site planning and architectural design services for a variety of building designs/types, and landscape design. The firm should have experience leading large, multi-disciplinary teams including teams that have experience planning, designing, and building mixed-income communities.
3. Property Management firm has a minimum of five (5) years’ experience servicing all income levels, specifically experience in administering HUD and/or other publicly-funded housing programs managing mixed-income developments, and expert managing the associated compliance and reporting requirements. This experience should also include associated asset management expertise for the long-term operation of the site.

Given the significant importance of this project, the CHA reserves the sole discretion to remove the selected Developer(s), Architect, Property Management Firm, General Contractor, or any other partners in the event of underperformance, failure to meet deadlines, or actions that pose material risks to the project's success.

The Respondent shall submit a narrative outlining its Qualifications and Experience as defined in the evaluation criteria including the following information: (1) the legal name of the firm, (2) a



description of the primary area of expertise of the firm, (3) the names of the firm's principal(s), (4) the address, telephone number and names of individuals to be contacted, (5) the size of the enterprise, (6) all of the firm's registration/license numbers(s) in Illinois, (7) the length of time the firm has worked in its area of expertise generally, and (8) the firm may submit a general brochure of their work.

D. Approach/Work Plan

The Respondent must provide materials and documents including the following:

1. A development project narrative description that outlines its development vision with details on its proposed unit count, income mix, number of rental and for-sale housing units, preliminary unit mix, variation of building types, projected phasing, and any other site amenities.
2. Schematic site plans with landscape, parking spaces/areas, traffic plans, schematics, renderings, and elevations of the potential architectural design of the various building types, and initial floor plans. A City of Chicago Planned Development Zoning Code Analysis form is highly recommended to be completed and submitted (Exhibit VI).
3. The Respondent must provide financing scenarios that include at a minimum the following for the rental and homeownership components:
  - a. development budget detailing proposed deal structuring,
  - b. proposed sources and uses, debt and debt ratio, per unit costs, total development costs (TDC),
  - c. developer compensation structure,
  - d. proposed ownership structure(s),
  - e. permanent and construction budgets
  - f. developer compensation structure
  - g. a timeline for securing the projected funding sources, and 20-year operating Proforma.
4. A narrative of the CHA Return on Investment with a completed ROI Form. Responses under this Solicitation will be rated and scored in part upon the strength of a conceptual approach to structuring such a return on investment and revenue sharing, and its consistency with the long-term affordability of the proposed undertaking.
5. A Management Plan to demonstrate the strategies to achieve and maintain a mixed-income community and provide a quality living environment, including how it will address leasing, occupancy, grievance procedures, maintenance, and security.
6. A Community & Supportive Plan for funding and providing supportive services to support CHA families and promote ongoing participation by residents of all income levels in the new development in community activities.
7. Project schedule with high-level milestones regarding the various tasks and timing necessary to complete the entire proposed redevelopment.

8. A description of the information needed to complete the Scope of Work/Statement of Work if selected, the greatest challenges that may be anticipated with the proposed Scope of Work/Statement of Work, and the proposed strategies to address these issues.

E. Work History with CHA and other Local Public Agencies

The Respondent must list and briefly describe any past work history with CHA and other Local Public Agencies, including the specific project worked on or the specific products delivered to CHA. The project descriptions shall include, at a minimum, the scope of work performed, the location, dollar value, and list the Respondent's key personnel on the project. For each project listed, the Respondent shall provide the client's name, the contact person and their title, address and phone number. Indicate **N/A** if Respondent does not have any work history with CHA and other Local Public Agencies.

F. Past Performance

The Respondent must submit between three (3) and five (5) project descriptions that best demonstrate its capability to perform the proposed Scope of Services and corresponding Statement of Work. Each project description should include, at a minimum, the following details:

- Scope of work and date performed
- Location and brief description of the site
- Gross value at project completion and financial structure
- Ownership chart and development partner list (at least, should include the developer, architect, general contractor, lender/funding provider, and other main roles)
- Timeline (at least, should include the solicitation and selection, key financial resources application and award process, building permit process, closing, construction commencement and completion, leasing-up process, and permanent loan closing)
- Brief description of the environmental work
- Identification of the Respondent's key personnel involved in the project
- Lease commencement dates and the dates to achieve 50%, and 95% occupancy; Occupancy Rates, and Rent Collection Rates for the past three years. If the completed projects are less than three years old, provide the data from the lease commencement date to the present
- Summary of the Management Plan & Community Supportive Service Plan
- Client's name, contact person, title, address, phone number, and email address

The Respondent is encouraged to provide comprehensive information about the processes used to complete these projects, as well as evidence of experience in developments using various financial tools such as LIHTC and TIF, Restore-Rebuild (formerly as Faircloth-to-RAD) or RAD PBV transactions, large urban site developments over multiple phases, mixed-income developments, developments based residential/community engagement, including both rental and for-sale units.

G. References

Proposers are required to provide at least three (3) references, excluding CHA, from within the past three (3) years for projects and areas of responsibility similar to those the Respondent desires to provide herein. Please include company name, contact person, mailing address, telephone number and email address. Please include a brief but detailed explanation of services

provided and submit with your proposal. CHA will email any questions to the references included in your submission. Please inform your references that they will be contacted by CHA. (Attachment C)

#### H. Organization Structure and Key Personnel

1. The Respondent must provide an organization/structure chart and include its key technical and consulting personnel who will be assigned to the CHA project team along with their resumes. If a Respondent plans to form a joint venture or subcontract with other companies, the organizational chart must reflect these relationships.
2. The Respondent must provide the names and resumes of the principals and program executives from the Developer (s), Architect, Urban Planner, and Property Management Firm who will be accountable for the CHA project. The resumes should detail each individual's education, technical training, and relevant work experience.
3. Key Personnel shall not be replaced without the prior written approval of the CHA. In the event that a developer member of the development team or joint venture withdraws or is otherwise no longer involved in the project, the CHA reserves the right to determine if this change constitutes a material alteration to the proposal. If the change is deemed material, CHA may, at its sole discretion, require a new solicitation process or take other actions deemed necessary to ensure the success and integrity of the project.

#### I. Insurance Requirements

The Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of contract award, the Selected Respondent shall be required to provide an updated certificate of insurance, and all required endorsements adding CHA and any other required party as an additional insured, meeting the CHA's minimum insurance requirements.

#### J. Joint Venture Agreement

Firms entering into a joint venture must submit a copy of its joint venture agreement and all required submittals must be signed by a principal of each joint venture partner including, but not limited to, subcontractors' information submittals, and MBE/WBE/DBE and Section 3 Utilization Plans. Indicate **N/A** if Respondent will not be part of a joint venture agreement.

#### K. Liens, Suits, Disputes, Defaults and Judgments

Respondents shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, disputes, defaults and judgments occurring within the last five (5) years, and all current liens, lawsuits, disputes, defaults, and judgments pending including Fair Housing claims, regulatory or tax credit violations. Indicate N/A if Respondent does not have any disputes, lawsuits, judgments, disputes, defaults or liens described above.

#### L. Audit Findings and Other Compliance Reports/Evaluations

Respondents shall submit to CHA's Department of Procurement and Contracts any third party reports or evaluations of Respondent's compliance with any applicable laws, rules, regulations, policies procedures, contract provisions, or requirements with respect to Respondent's

performance of services similar in nature to those being solicited by this RFP in the past five years, including, but not limited to, any and all final findings made by an Office of the Inspector General (“OIG”) or Internal Auditor (including those conducted by CHA’s Inspector General and/or CHA’s Internal Auditor) with respect to Respondent’s performance of services, compliance with terms of a contract, findings in an Administrative or Internal Investigation, or any findings of failure to cooperate in an OIG inquiry or with Internal Auditors. Indicate **N/A** if Respondent does not have any findings described above.

M. Debarment Statement

Respondent shall submit a statement that the Respondent, its joint venture partner, if applicable, its subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or local agency.

N. Economic Disclosure Statement

Respondents must complete the economic disclosure statement and affidavit. The economic disclosure forms must be completed by the Respondent and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed non-responsive.

O. Financial Information

The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:

The Respondent must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject to different levels depending upon the Respondent’s proposal and the projected contract value of the award), and which consist of:

- Accountant’s Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes (if applicable)

For proposals or contracts awards valued at less than \$500,000, the Respondent must provide the IRS tax transcript.

For proposals or contract awards valued at less than \$1,000,000 the Respondent must provide complied financial statements.

For proposals or contract awards valued at less than \$2,500,000.00, the Respondent must provide reviewed financial statements.

For proposals or contract awards valued in excess of \$2,500,000.00, the Respondent must provide audited financial statements.

CHA will also evaluate the respondents based upon analysis of third-party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.

Other considerations in the evaluation of the financial condition of Respondents follow:

- Financial statements must be from a legal business entity (i.e., corporation, partnership, LLC, etc.). The entity name and address listed on the Financial Report should match the address on file with Dun & Bradstreet report in order for CHA to perform financial review.
- If respondent is not able to provide the Financials 6 months after their fiscal year end, respondents should provide the reason for delay or non-completion.
- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- CHA reserves the right to request Dun & Bradstreet reports in order to make an award determination. Vendors must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
- CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

P. Vendor Submission Checklist

Refer to Attachment B for all required submittal requirements. The following documents are exhibits to this RFP and can be found at [www.thecha.org/doing-business](http://www.thecha.org/doing-business):

- A. Contract Compliance Certification
- B. Letter of Intent-MWDBE and Section 3 Subs
- C. Waiver Request-M/W/DBE (If Applicable)
- D. Submittal Requirements Checklist
- E. Contractor's Affidavit
- F. Statement of Bidder's Qualification
- G. Economic Disclosure Statement
- H. HUD Form 5370 or 5370-C

**Proposals not containing all submittal requirements may be deemed Non-Responsive.**

## ARTICLE VI INSURANCE REQUIREMENTS

Insurance is applicable to All Contracts as approved by CHA Risk Management.

The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from CHA) that it has the following insurance coverage(s). When indicated below, \* coverages are required of any vendor delivering equipment, accessing the building, installing/repairing equipment in CHA offices.

- (a) **Technology E & O/ Cyber Liability** – When any technology related service, including programming, storage of data, licensing of

software, other professional consultant performed work in connection with the Contract, Technology Errors & Omissions or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with the limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- (b) **\*Workers' Compensation** – Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- (c) **\*Commercial General Liability** - Insurance in the amount of \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
- (d) **Automobile Liability** – when any motor vehicles (owned, unowned and hired) are used in connection with the services to be performed, the vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.
- (e) **Professional Liability Insurance** – covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**MUST BE INCLUDED ON ALL CERTIFICATES:**

- 1) Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
- 2) Solicitation number or Contract number and/or the title of the Project or Service
- 3) CHA must be endorsed as an additional insured on the Vendor's general and auto liability policies and such insurance will be primary and non-contributory to any other insurance available to CHA.

Insurance Certificate, naming Chicago Housing Authority as certificate holder, is to be emailed (unsecured, readable PDF format) to the attention of the Procurement Specialist in the Department of Procurement and Contracts referencing Solicitation Number or Purchase Order Number, Procurement Specialist and Project Title. The Chicago Housing Authority is to be endorsed as an additional insured on the Contractor's general/auto liability policies and such insurance will be endorsed as primary and non-contributory to any other insurance available to CHA. The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract. The required documentation must be received prior to the Vendor commencing work under this Agreement.

## ARTICLE VII EVALUATION PROCESS

Proposals will be scored on a (100) point scale by an evaluation committee scoring the technical criteria in accordance with the evaluation criteria set forth below, with CHA Contract Requirements scored by Procurement. CHA will make an award to the responsive and responsible Respondent whose proposal conforms to the solicitation and whose combined total score for technical factors and oral presentations provides the best value. Notwithstanding anything contained herein, CHA reserves the right to make an award based on any other relevant considerations and in the best interest of CHA. CHA reserves the right to perform site visits that may be included in the evaluation scoring.

Materials, information or explanations should be included in each Respondent's proposal, as required in Article V Submittal Requirements, and/or as otherwise necessary to allow the following evaluation criteria to be considered:

### EVALUATION CRITERIA

Proposals will be scored on a one hundred (100) point scale by an evaluation committee in accordance with the evaluation criteria set forth below. Materials, information, or explanations shall be included in each Respondent's submittal as required in Article VIII Submittal Requirements and/or as otherwise necessary to allow the following evaluation factors to be considered. CHA will make an award to the responsive and responsible Respondent whose submittal conforms to the solicitation and whose total score for revitalizing proposals and technical factors is the highest and provides the best value.

<p><b>Work Plan Narrative &amp; Conceptual Design</b></p> <ul style="list-style-type: none"> <li>• The Work Plan Narrative will be evaluated based on the mixed-income development model, methodology of the proposed Site layout, design/schematics for the buildings, the approach for the units and common spaces, and conceptual drawings for the buildings to accommodate a diverse population of families. <b>(22 pts.)</b></li> <li>• Additional points will be awarded to proposals that include 38% to 40% public housing units, provided the proposal is financially viable. <b>(4 pts.)</b></li> <li>• The proposed development plan includes all unit types, affordability types, and tenures appropriately dispersed across the Site and within the buildings to the greatest extent feasible. <b>(4 pts.)</b></li> </ul>	<p><b>30</b></p>
<p><b>Development Budget</b></p> <ul style="list-style-type: none"> <li>• The Respondent's Development Budget will be evaluated based on the feasibility of the proposed funding. The approach must be reasonable, justifiable, and aligned with the proposed development activities under evaluation. <b>(10 pts.)</b></li> <li>• The Respondent will be evaluated based on their ability to secure, structure, and implement financing for the proposed project components. Consideration will include the Respondent's experience and demonstrated success with similar public/private projects that utilize various financing tools, including but not limited to LIHTC, TIF,</li> </ul>	<p><b>15</b></p>

construction and permanent debt, and the ability to secure non-traditional funding sources. <b>(5 pts.)</b>	
<p><b>CHA Return on Investment</b></p> <ul style="list-style-type: none"> <li>The Respondent's proposed CHA Return on Investment model will be evaluated on clarity of detail on both the transaction vehicle by which the CHA Return on Investment is accomplished, the level of return relative to CHA's total investment, and the timing of the returns in relation to the overall development timeline. <b>(10 pts.)</b></li> </ul>	<b>10</b>
<p><b>Property Management &amp; Community and Supportive Services Experience</b></p> <ul style="list-style-type: none"> <li>The Respondent's Management Plan will be evaluated on the demonstrated quality of the Management Plan and the success of the Respondent's previous management plans with projects similar in size and scale. <b>(3 pts.)</b></li> <li>The Respondent's Community and Supportive Services Plan will be evaluated on the demonstrated quality of the Supportive Services Plan and the success of the Respondent's previous community and supportive services plan with similar mixed-income revitalizing projects. <b>(3 pts.)</b></li> <li>Consideration will include the Respondent's experience and demonstrated success with similar public/private projects that incorporated partnerships with local residential organizations as an ownership participation component or co-developer. <b>(3 pts.)</b></li> </ul>	<b>9</b>
<p><b>Team Qualifications &amp; Experience</b></p> <ul style="list-style-type: none"> <li>Professional and technical competence will be evaluated based on the professional qualifications and specialized experience of the development team, as well as the team's current and past performance on projects similar in size and scale to the proposed development. This includes but is not limited to, experience in developing and managing mixed-income residential developments, as well as experience in developing and managing both rental and for-sale phases. <b>(9 pts.)</b></li> <li>Demonstrated success in implementing processes to complete revitalization projects and quality of the team's knowledge and experience with developing large urban sites over multiple phases, including the extent to which these projects met design, site planning, securing entitlements, budgetary, construction, marketing, leasing, and scheduling goals. Additional consideration may be given to achieving higher standards in past projects. For example, the Respondent may receive higher scores for demonstrating accomplishments in environmentally sustainable design and construction techniques. <b>(9 pts.)</b></li> </ul>	<b>18</b>
<b>Organization Structure &amp; Key Personnel</b>	<b>4</b>



<ul style="list-style-type: none"> <li>• Efficiency and Effectiveness of anticipated Respondent team structure, organization, and key team staff, including current resumes for key individuals with direct project responsibility. <b>(2 pts.)</b></li> <li>• Organization chart that clearly shows all legal entities involved in the Respondent team (existing and proposed), illustrates the roles and responsibilities of all team members (joint venture partners, subcontractors, etc.), and identifies the primary individual and key staff responsible for performance in each role/responsibility, which establishes capability to efficiently deliver a quality product. <b>(2 pts.)</b></li> </ul>	
<b>MBE/WBE/DBE and SECTION 3 (TECHNICAL):</b> <ul style="list-style-type: none"> <li>• Demonstrated understanding and quality of the MBE/WBE/DBE Utilization Plan. <b>(2 pts.)</b></li> <li>• Section 3: Demonstrated understanding of CHA's Section 3 Policy, and quality of Respondent's Section 3 Utilization Plan. <b>(2 pts.)</b></li> </ul>	<b>4</b>
<b>Consent Decree Resident Participation Requirement</b> <ul style="list-style-type: none"> <li>• The Respondent(s) proposal(s) will be evaluated on the extent to which to it maximizes ownership interest and participation of the Cabrini Green Local Advisory Council or its affiliated development entity. <b>(10 pts.)</b></li> </ul>	<b>10</b>
<b>Total Points</b>	<b>100 points</b>

After the evaluation committee has evaluated and scored the Respondents' proposals, the **MBE/WBE/DBE** and Section 3 Business Utilization Plans and the proposed fees have been evaluated and scored, CHA's Contracting Officer shall establish the competitive range. If deemed necessary for the purpose of efficiency and economy, CHA has the right to limit the number of Respondents in the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with CHA. CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/discussions.

CHA, however, reserves the right to make its decision to award a contract based solely on the written submitted Proposals without any requests for presentations, formal interviews, negotiations or further discussions.

The objective of the presentations/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent's proposal and negotiate. Presentations will be evaluated according to the criteria established by the evaluation committee. Respondents in the competitive range will be scored on a maximum 30-point scale. The resulting points will be added to their written proposal scores for a total score.

<b>ORAL PRESENTATION EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>TOTAL ORAL PRESENTATION POINTS</b>	<b>30</b>

Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations, and the evaluation committee will submit scores to Procurement. CHA will make an award to the responsive and responsible Respondent(s) whose proposal conforms to the solicitation requirements and whose combined total score for price, compliance, technical factors and oral presentations provides the best value to CHA. Notwithstanding anything contained herein, CHA reserves the right to make an award based on any other relevant considerations and in the best interest of CHA.

**CHA reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive proposal process in accordance with §2 CFR 200.320 (c) or to re-solicit competitive proposals.**

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## ARTICLE VIII CONTRACT REQUIREMENTS

CHA is committed to contracting with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent and practical, and to optimize the use of public funds through purchasing decisions.

### 1. Summary of Contract Requirements

Type of Contract	M/W/DBE	HUD Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non-licensure required)	Yes	Yes	Yes	No
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

\* if not self-performing

### Minimum Contract Requirements:

#### Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum thresholds for all contracts over \$50,001. Vendors unable to meet the requirement may propose indirect participation subject to CHA's written approval.

**Section 3 Business Subcontracting** – For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. To locate a Section 3 Business, visit the [Workforce Opportunity Resource Center](#) (WORC) site. Professional Services that directly provide social support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the requirement may propose indirect participation subject to CHA's written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA's Workforce & Education Fund.

#### Section 3 Labor Hours

CHA supports HUD’s Section 3 requirement which counts labor hours. All applicable contracts **require at least 25% of the labor hours** performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCPTracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

**Davis Bacon and Minimum Wage Requirements:**

The Davis-Bacon & Related Acts apply to construction contracts over **\$2,000** and ensures that all construction employees are paid under the US Department of Labor’s wage decision. Union contractors must ensure that Davis-Bacon wages are met, in accordance with the contract. All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

The following chart indicates the goals set by the CHA for each type of contract.

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001 +	20%	3%*	N/A
Professional Services	\$50,001 +	20%	3%**	25%

\*Or indirect \*\*excludes direct support service providers \*\*\* Required regardless of contract amount

**1. Utilization Plan:**

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

Document Name	To be Completed By	Details
Utilization Plan (UP) M/W/DBE and Section 3 Businesses	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.

<b>Letter of Intent</b>	Each M/W/DBE and Section 3 subcontractor listed on the UP including a self-performing Prime Contractor	If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.
<b>Letter of M/W/DBE Certification</b>	Each M/W/DBE listed on UP, including a self-performing Prime Contractor	This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.
<b>Waiver Request-M/W/DBE</b>	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.
<b>Other Economic Opportunities (OEO)</b>	Prime Contractor	If vendor is unable to subcontract to a Section 3 Business in full or in part, they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.

**2. Reporting Requirements:**

<b>Contract Requirement</b>	<b>System</b>	<b>Details</b>
<b>Construction Contracts</b>	LCPtracker	Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.
<b>Professional Services</b>	B2GNow	Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.

**Additional Information:**

- (a) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self- identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.
- (b) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable:
  - a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.

- (c) **SUBSTITUTION/REMOVAL OF SUBCONTRACTOR:** A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when Department of Procurement and Contracts (DPC) approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD-funded contract without prior approval by DPC.

### **Definitions**

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Department of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

**Additional information on CHA's contract requirements and forms can be found at <https://www.thecha.org/how-do-business-cha>**

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**ARTICLE IX STANDARD PROFESSIONAL SERVICES AGREEMENT**

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**ARTICLE X EXECUTIVE SUMMARY FORM**

The undersigned, hereby acknowledges having received a full set of the Request for Proposal (RFP) Event # 3277 Clybourn & Larrabee Redevelopment.

The undersigned proposes, in accordance with all terms of the contract documents of which this proposal is a part, to perform all services in accordance with the terms and conditions specified herein. The proposer also agrees that this proposal to offer services to CHA will remain in effect for one hundred eighty (180) days from the date on which proposals are due unless a written letter of withdrawal is submitted to CHA Contracting Officer prior to the award of the contract.

All prices quoted herein shall remain firm for the period of this contract and shall not increase during the initial term of the contract.

Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

I do solemnly declare and affirm under penalty of perjury that the contents of the forgoing documents are true and correct, and that I am authorized, on behalf of the firm, to commit to this proposal.

\_\_\_\_\_  
Name  
of Preparer (print) Title

\_\_\_\_\_  
Signature  
re Date

\_\_\_\_\_  
Attestin  
g Signer's name (required for corporations) Title

\_\_\_\_\_  
Attestin  
g Signature (required for corporations) Title

\_\_\_\_\_  
Contact  
Person's Name and Title

\_\_\_\_\_  
Telepho  
ne Number Fax Number

\_\_\_\_\_  
Email  
Address

Note: Executive Summary Sheet must be completed, or Proposal may be deemed non-responsive. Rubber-stamped or typed signatures will disqualify your proposal



**ATTACHMENT A**

**LETTER OF INTENT TO SUBMIT A PROPOSAL  
REQUEST FOR PROPOSALS (RFP) EVENT # 3277  
CLYBOURN & LARRABEE REDEVELOPMENT  
DEPARTMENT OF DEVELOPMENT**

I, \_\_\_\_\_, the undersigned being a duly authorized official of \_\_\_\_\_ hereby acknowledges receipt of the above referenced RFP offering and certify the intent of this firm to submit a Proposal in response to the Request.

\*\*\*\*\*

PLEASE EXECUTE AND SUBMIT THIS FORM THE SUPPLIER PORTAL AT [HTTPS://SUPPLIER.THECHA.ORG](https://supplier.thecha.org). NO LATER THAN MONDAY, MAY, 05, 20253 BY 10:00 AM, CDT.

\*\*\*\*\*

FIRM'S NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

PRINCIPAL CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DIRECT PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**ATTACHMENT B**

**VENDOR SUBMISSION CHECKLIST**

INITIAL NEXT TO EACH DOCUMENT BEFORE SUBMITTING.

INITIAL	RFP SUBMISSION REQUIREMENTS
	Electronic Format
	Cover letter
	Executive Summary
	Letter of Intent to Submit Proposal
	Qualifications & Experience
	Approach /Work Plan
	Past Performance (min of 3, max of 5)
	References (3 current) (Attachment C)
	Organization Structure & Key Personnel
	Certificate of Insurance Requirements
	Joint Venture Agreement
	Liens, Suits, & Judgements
	Audit Findings & Other Compliance Reports/Evaluations
	Debarment Statement
	Economic Disclosure Statement & Affidavit
	Vendor Submission Checklist
	Contractor's Affidavit
	Statement of Bidders Qualification
	Diversity Goals (Respond to 3 questions in Article V, Section Q)
	Contract Compliance Certification
	Utilization Plan (UP) M/W/DBE and Section 3 Businesses (Attachment D)
	Letter of Intent - MWDBE and Section 3 Subs
	Waiver Request – M/W/DBE Participation Commitments (if applicable)
	HUD Form 5369-A
INITIAL	MISCELLANEOUS DOCUMENTS/CORRESPONDENCE

VENDOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF RECEIPT: \_\_\_\_\_ DATE: \_\_\_\_\_

[For CHA Only]

**ATTACHMENT C**  
**REFERENCE QUESTIONNAIRE**

*The contractor listed below has named you as a reference on a project completed within the past three (3) years and/ or is currently in progress. The work performed, as indicated by the contractor, is described below. Please revise any incorrect data, and/or include any additional relevant information.*

*Your timely completion of the questions on the next page(s) will assist Chicago Housing Authority (CHA) in determining the responsibility of this contractor. Your response will be "on the record" and available for the contractor's review. The individual completing this questionnaire may be contacted to confirm their participation. Thank you for your assistance.*

Upon completion, please return this page to Tamiko Casteel via [tcasteel@thecha.org](mailto:tcasteel@thecha.org). Please contact Tamiko Casteel at (312) 913-7086 with any questions.

***To be completed by proposer:***

Reference Company Name: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Reference Fax: \_\_\_\_\_

Reference Phone: \_\_\_\_\_

Reference E-mail: \_\_\_\_\_

Proposer Name: \_\_\_\_\_

Proposer, please provide a brief but detailed explanation of the project/services that you've provide to this reference:

**ATTACHMENT D**

**UTILIZATION PROPOSAL**

**Refer to Microsoft Excel**

*Reclassification Of Area Shown On Map Number 3-F.  
(As Amended)  
(Application Number 16249)*

RPD 1104

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 331.1 feet northwest of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the east line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; a line 112.06 feet northeast of and parallel to North Clybourn Avenue; a line 287.29 feet north of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the west line of North Larrabee Street) and perpendicular to North Larrabee Street; North Larrabee Street; a line 98.04 feet north of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the west line of North Larrabee Street) and perpendicular to North Larrabee Street; a line 95.67 feet northwest of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the east line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; and North Clybourn Avenue,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B2-5 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 331.1 feet northwest of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the east line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; a line 112.06 feet northeast of and parallel to North Clybourn Avenue; a line 287.29 feet north of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the west line of North Larrabee Street) and perpendicular to North Larrabee Street; North Larrabee Street; a line 98.04 feet north of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the west line of North Larrabee Street) and perpendicular to North Larrabee Street; a line 95.67 feet northwest of the intersection of North Clybourn Avenue and North Larrabee Street (as measured from the east line of North Clybourn Avenue) and perpendicular to North Clybourn Avenue; and North Clybourn Avenue,

to those of a Planned Development which is hereby established in the area above described, subject to use and bulk regulations as are set forth in the Plan of Development Statements herewith attached and made a part hereof and no others.

SECTION 3. This ordinance takes effect after its passage and approval.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential Planned Development Number 1104.*

*Plan Of Development Statements.*

1. The area delineated herein as Residential Planned Development Number 1104 consists of a net site area of approximately thirty-five thousand one hundred forty-four (35,144) square feet, approximately eighty-one hundredths (.81) acre. Clybourn Larrabee L.L.C., an Illinois limited liability company (the "Applicant") is the applicant for this Planned Development.
2. The Applicant shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees or separate action by the City of Chicago and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant the legal titleholder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and if different than the Applicant then to the owners of record title to all of the property and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the property, at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made shall be under single ownership or under single designated control. Single designated control for purpose of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners, the board of directors of any condominium or property owners association, or a covenant binding property owners, may designate the authorized party for any future amendment, modification or change. The Applicant shall retain single designated control and shall be deemed to be the authorized party for any future amendment, modification or change until the Applicant shall designate in writing the

party or parties authorized to make application for any future amendment, modification or change.

4. This planned development consists of these fifteen (15) statements and the following exhibits:
  - a. a Bulk Regulations and Data Table;
  - b. an Existing Zoning Map;
  - c. a Planned Development Boundary and Property Line Map;
  - d. a Site Plan;
  - e. a Landscape and Roof Plan; and
  - f. East, North and South and West Building Elevations,

all dated February 21, 2008, prepared by Brininstool & Lynch, Ltd. (the "Plans"). Full-sized sets of the Site and Landscape Plans and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply. In any instance where a provision of the planned development conflicts with the Chicago Building Code, the Building Code shall control.

5. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, the requirements thereof, and satisfies the established criteria for approval as planned development.
6. The following uses shall be permitted within the area delineated herein as "Residential Planned Development": dwelling units, including but not limited to multi-unit dwelling units; accessory parking (including up to three (3) car sharing spaces which shall be deemed accessory parking); and related uses.
7. On-premise identification signs shall be permitted within this planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development. Off-premise signs shall not be permitted in the planned development.
8. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. All work proposed in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standard for Work in the Public

Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction and shall be subject to the review and approval of the Chicago Department of Transportation.

9. For purposes of building height calculations, the definitions in the Chicago Zoning Ordinance shall apply. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development; the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
10. For purposes of floor area ratio ("F.A.R.") calculations, the definitions in the Chicago Zoning Ordinance in effect as of the date hereof shall apply.
11. The improvements to the property shall be designed, installed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Notwithstanding any statement to the contrary, this planned development shall be subject to the provisions of Chapter 17-11 of the Chicago Zoning Ordinance governing landscaping and screening. The only instance where a provision of the planned development may deviate from the landscape and screening provisions of the Chicago Zoning Ordinance pertains to the vehicle use area perimeter screening along North Larrabee Street, where a gabion wall may as indicated on the Landscape Plan be substituted for a decorative metal fence; otherwise, the Chicago Zoning Ordinance shall control. With the exception noted above, nothing in this planned development is intended to waive the applicability of the landscape and screening provisions of the Chicago Zoning Ordinance.

The building shall be set back from the property line along North Clybourn Avenue, as depicted on the Site Plan, to provide an expanded pedestrian path and parkway trees along the street. The setback varies in width along Clybourn Avenue from at least two (2) feet at the north end of the building to at least three (3) feet at the south end of the building. This pedestrian setback shall remain free and clear of obstruction for purposes of pedestrian access and it shall be open to the public at all times after completion of construction for purposes of pedestrian access.

12. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the



requirements of this planned development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

13. The Applicant acknowledges that it is in the public interest to design, construct and renovate all buildings in a manner that provides healthier environments, reduces operating costs and conserves energy and resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this planned development in a manner generally consistent with the Leadership in Energy and Environmental Design ("L.E.E.D.") Green Building Rating System. The Applicant shall provide a vegetated ("green") roof on at least twenty-five percent (25%) of the net roof area of the building to be constructed within this planned development (approximately two thousand seven hundred (2,700) square feet). "Net roof area" is defined as total roof area minus any required perimeter setbacks, roof top structures and roof-mounted equipment.
14. The Applicant acknowledges that it is in the public interest to design, construct, and maintain the project in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 17-13-0610 of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
15. Unless substantial construction of the improvements has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the property shall automatically revert to the pre-existing C1-2 Neighborhood Commercial District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Site Plan; Landscape and Roof Plan; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 25670 through 25676 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

4/9/2008

REPORTS OF COMMITTEES

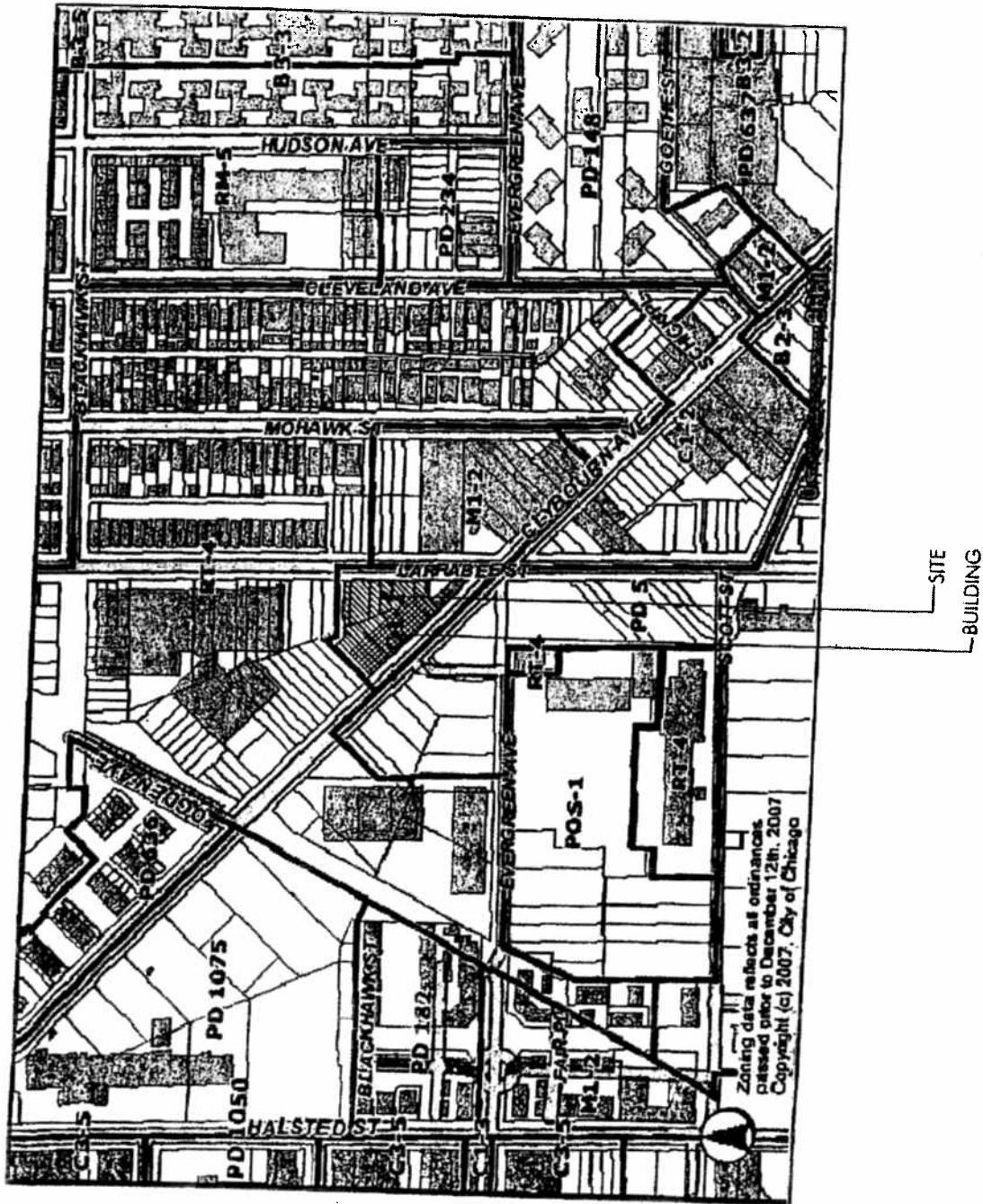
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25669

*Residential Planned Development Number 1104.*

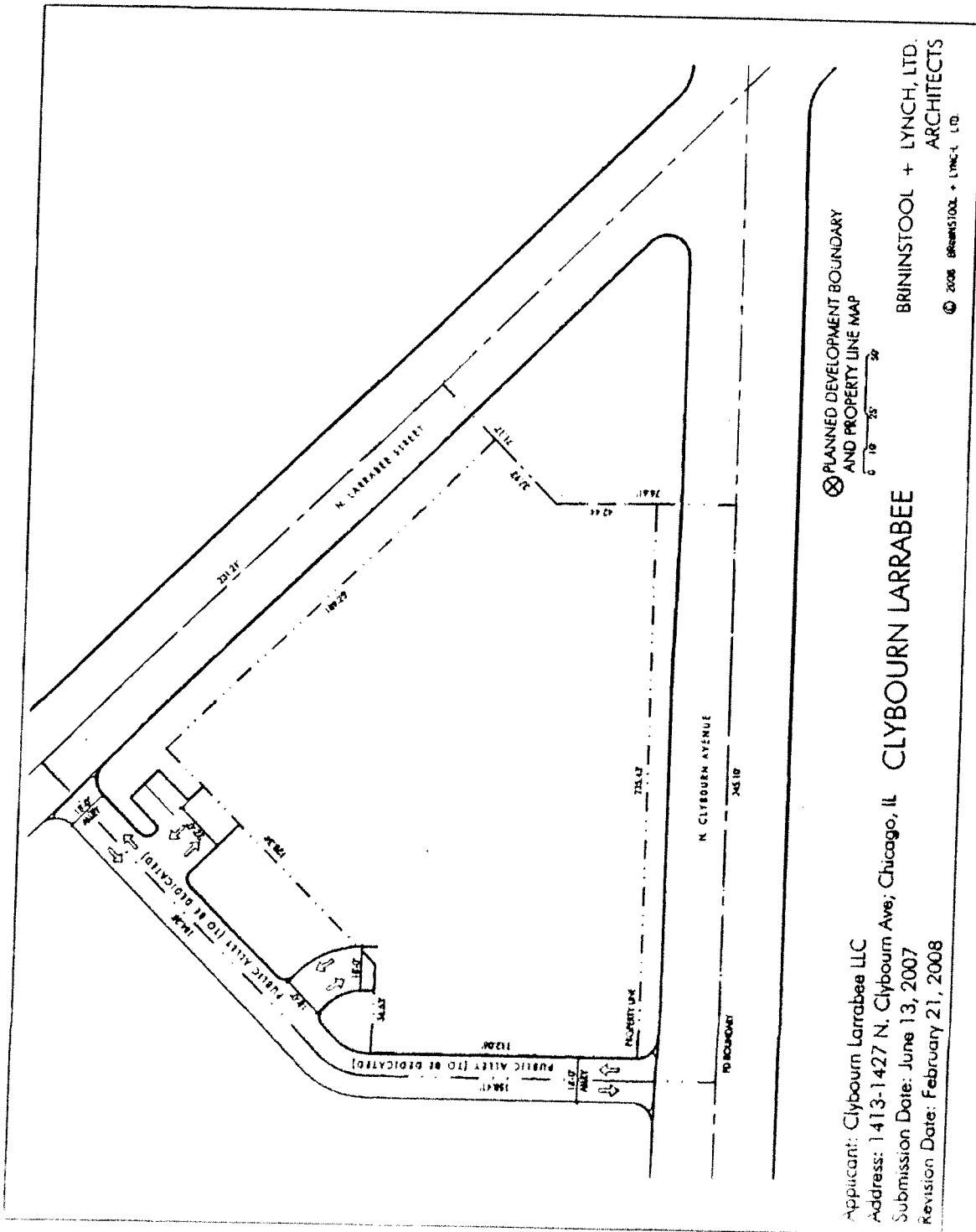
*Bulk Regulations And Data Table.*

Gross Site Area:	53,747 square feet (1.23 acres)
Net Site Area:	35,144 square feet (.81 acre)
Maximum Permitted Floor Area Ratio:	3.1
Permitted Uses:	Dwelling units, including but not limited to multi-unit dwelling units; accessory parking (including up to 3 car sharing spaces which shall be deemed accessory parking) and related uses
Maximum Number of Residential Units:	80 units
Maximum Site Coverage:	In substantial accordance with the Site Plan
Minimum Off-Street Parking Ratio:	1 parking space per dwelling unit (up to 3 car sharing spaces which shall be counted toward the minimum parking requirement)
Minimum Number of Off-Street Loading Spaces:	1
Minimum Bicycle Parking Spaces:	40
Setbacks from Property Line:	In substantial accordance with the Site Plan
Maximum Building Height:	110 feet, in substantial accordance with the Building Elevations

Existing Zoning Map.



Planned Development Boundary And Property Line Map.



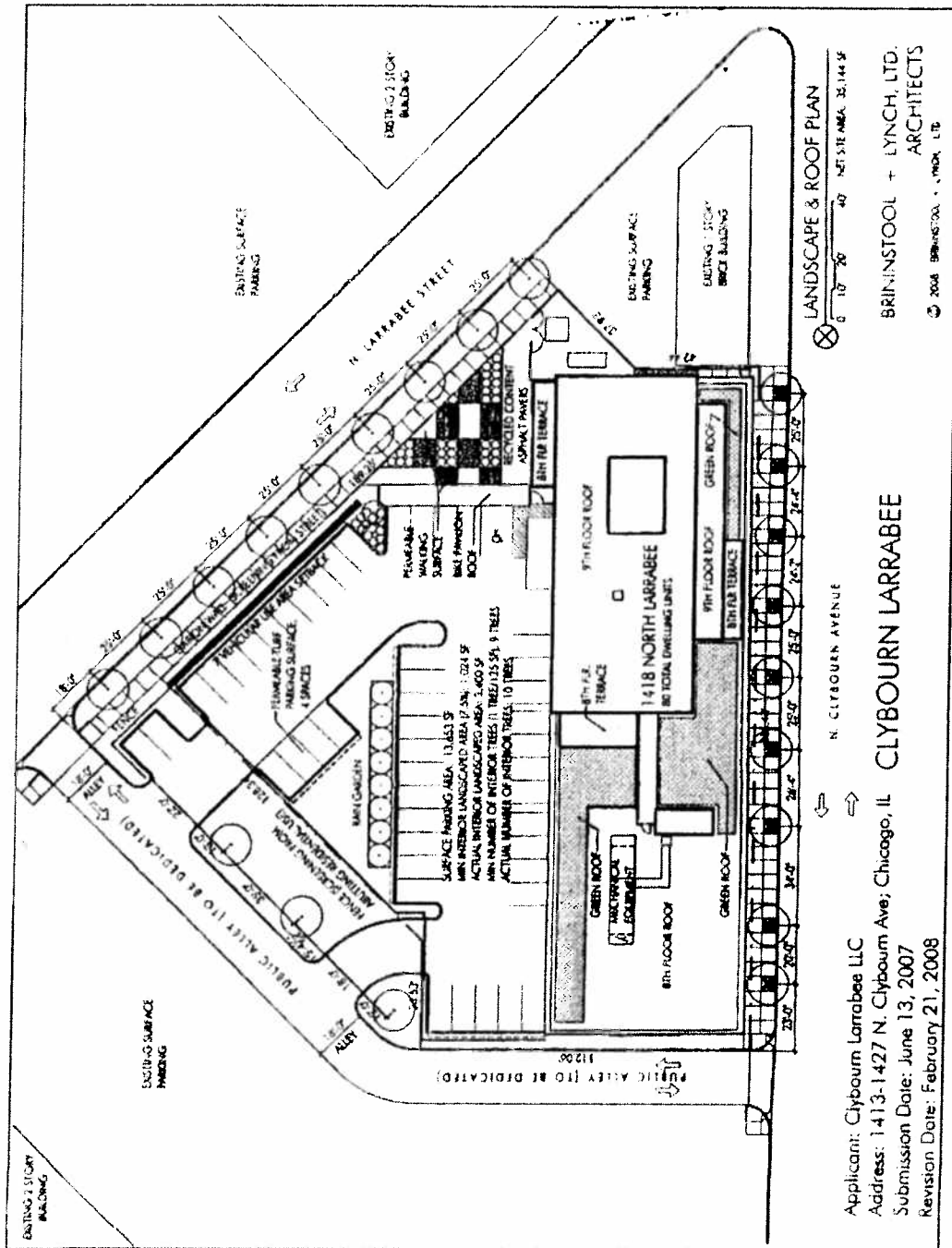
⊗ PLANNED DEVELOPMENT BOUNDARY  
 AND PROPERTY LINE MAP  
 0 10 25 30

Applicant: Clybourn Larrabee LLC  
 Address: 1413-1427 N. Clybourn Ave; Chicago, IL  
 Submission Date: June 13, 2007  
 Revision Date: February 21, 2008

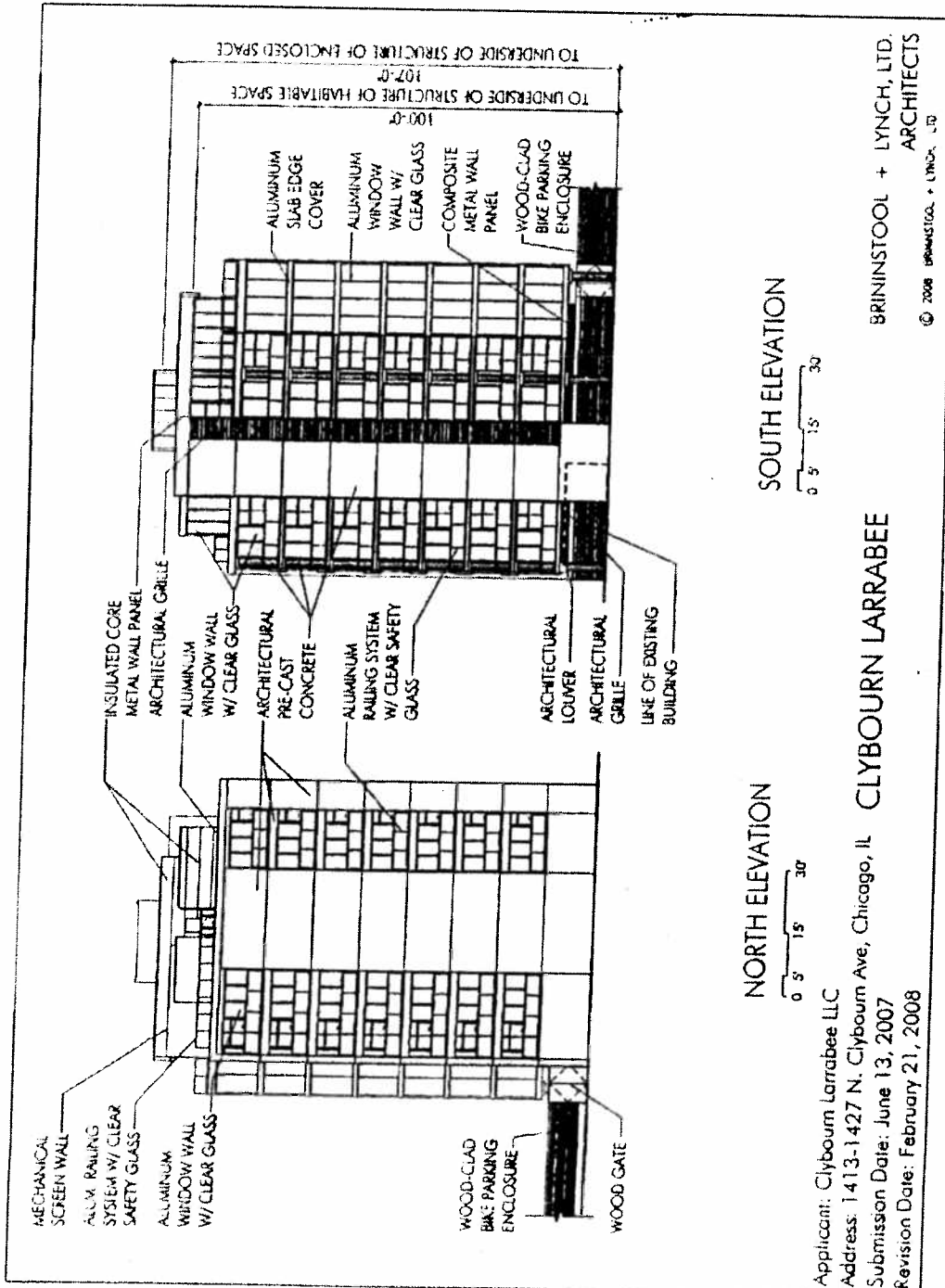
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 ARCHITECTS  
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Landscape And Roof Plan.



North And South Elevations.



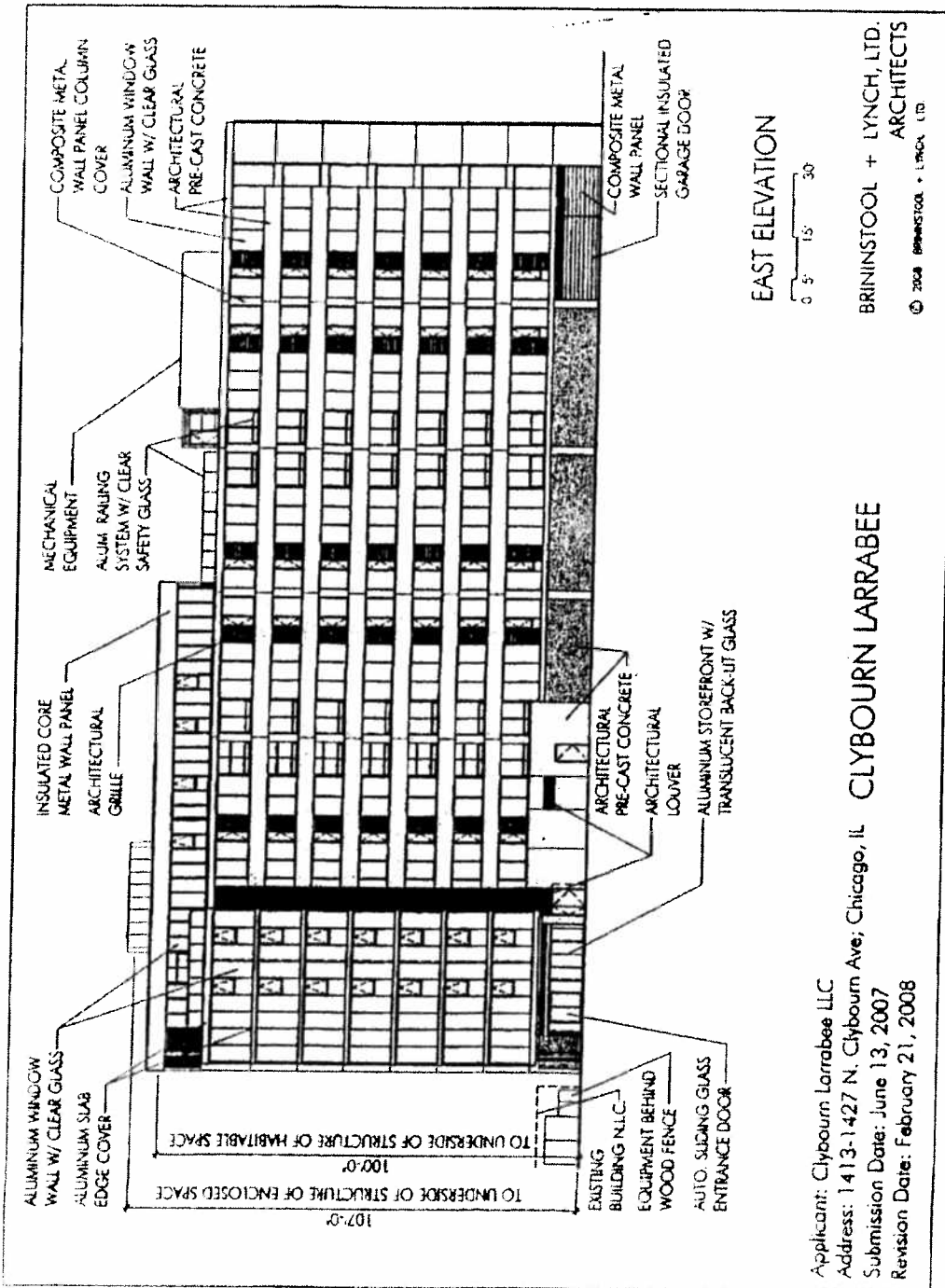
Applicant: Clybourn Larrabee LLC  
 Address: 1413-1427 N. Clybourn Ave, Chicago, IL  
 Submission Date: June 13, 2007  
 Revision Date: February 21, 2008

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SOUTH ELEVATION  
 0' 15' 30'

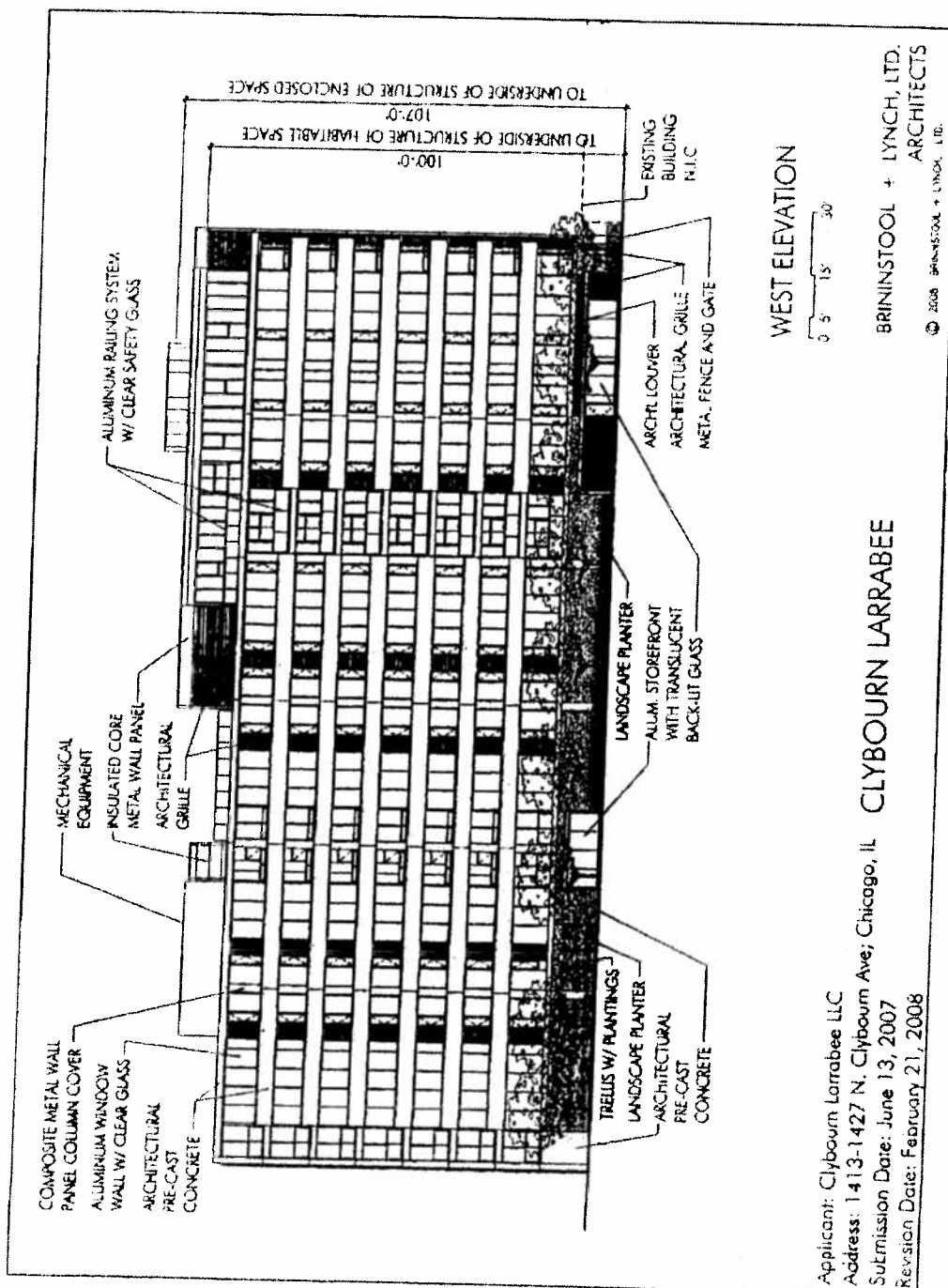
NORTH ELEVATION  
 0' 15' 30'

East Elevation.





West Elevation.



CLYBOURN LARRABEE

Applicant: Clybourn Larrabee LLC  
 Address: 1413-1427 N. Clybourn Ave; Chicago, IL  
 Submission Date: June 13, 2007  
 Revision Date: February 21, 2008





# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

(217) 524-3300

September 23, 2022

Chicago Housing Authority  
Attn: Ms. Lynn Crivello  
60 East Van Buren Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60605

IEPA - DIVISION OF RECORDS MANAGEMENT  
RELEASABLE

NOV 04 2022

REVIEWER: RDH

Re: 0316085292/Cook County  
Chicago/1450 North Larrabee  
Site Remediation Program/Technical Reports

Dear Ms. Crivello:

The Illinois Environmental Protection Agency (Illinois EPA) has completed review of the *Imported Topsoil Pile* report dated September 29, 2021 (received July 5, 2022/Log No. 22-75277) as prepared by GEI Consultants, and the *Comprehensive Site Investigation Report/Remediation Objectives Report/Remedial Action Plan (CSIR/ROR/RAP)* dated June 30, 2022 (received July 5, 2022/Log No. 22-74977) as prepared by Carnow, Conibear and Associates, Ltd., for the 1450 North Larrabee site located at 1450 North Larrabee Street, Chicago, Illinois. The Illinois EPA approves the *Imported Topsoil Pile* report. The Illinois EPA conditionally approves the CSIR/ROR/RAP with the following comments:

1. The proposed alternative engineer barrier has been approved.
2. Section 4.3.3 and Table E in Section 4.4 both omit reference to the exceedance of mercury to its Tier 1 Residential Soil Outdoor Inhalation pathway soil remediation objective (SRO) at soil boring B-201. Please revise the report to include reference to the exceedance of mercury.
3. Section 5.3 states that a Tier 2 SRO for the Residential Soil Outdoor Inhalation pathway was calculated for bis(2-chloroethyl)ether using RBCA equation R7. It goes on to state that the highest concentration of benzene identified at the site (< 1.96 mg/kg) was less than its calculated Tier 2 SRO, and therefore the Tier 2 evaluation has not eliminated this compound as a contaminant of concern (COC) for the Residential Soil Inhalation exposure route. Please provide clarification regarding:
  - a. whether this section of the report is intended to address benzene or bis(2-

2125 S. First Street, Champaign, IL 61820 (217) 278-5800  
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120  
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000  
595 S. State Street, Elgin, IL 60123 (847) 608-3131

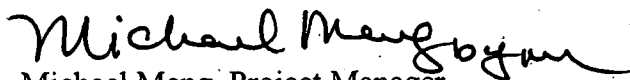
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200  
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022  
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

chloroethyl)ether, and;

- b. why the Tier 2 evaluation for the compound in question does not eliminate it as a contaminant of concern (COC) if its concentration is below the calculated Tier 2 Residential Soil Outdoor Inhalation pathway SRO.
4. Section 5.6 omits reference to the exceedances of the metal thallium to its Tier 2 Soil Component of Groundwater Ingestion pathway SRO. Please revise the report to include reference to the exceedances of thallium.
5. Section 5.7 omits reference to the exceedances of the metal nickel to its Tier 2 Soil Component of Groundwater Ingestion pathway SRO. Please revise the report to include reference to the exceedances of nickel.
6. Please ensure photographic documentation of engineered barriers and/or building control technologies (BCTs) are included in the forthcoming Remedial Action Completion Report (RACR).

Please submit two (2) hard copies of revised report and/or addendum incorporating the information reflected in Items #1 - #6 listed above, as well as an electronic copy, to assist in the review process. If you have any questions, please feel free to contact me at (217) 524-7207 or by e-mail at michael.meng@illinois.gov.

Sincerely,



Michael Meng, Project Manager  
Voluntary Site Remediation Unit  
Remedial Project Management Section  
Bureau of Land

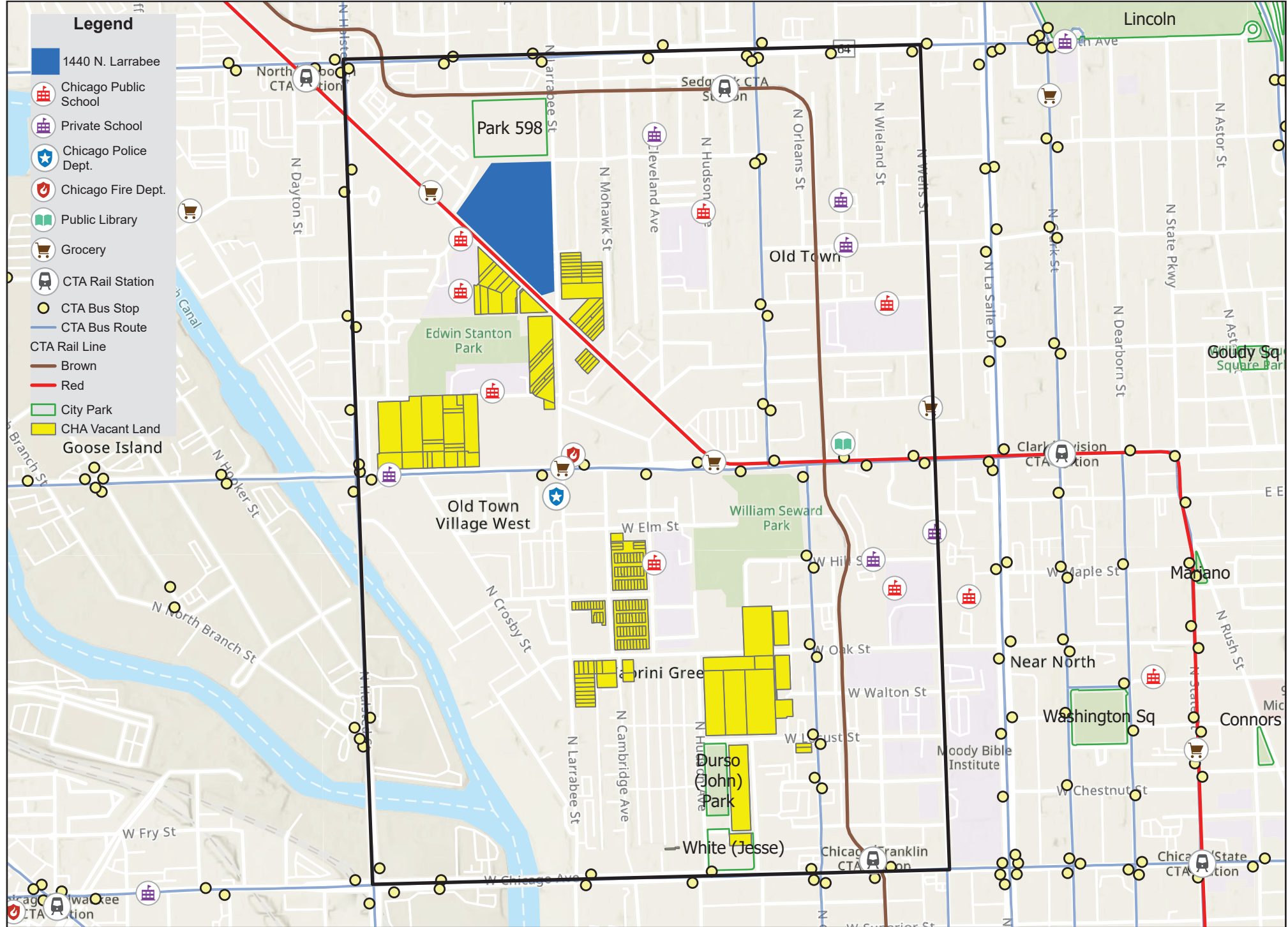
cc: David Bremer – Carnow, Conibear and Associates, Ltd.  
dbremer@ccaltd.com

Bureau of Land File

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# EXHIBIT III NEAR NORTH COMMUNITY AREA AMENITIES MAP

CHA  
CHICAGO HOUSING  
AUTHORITY



## Legend

- 1440 N. Larrabee
- Chicago Public School
- Private School
- Chicago Police Dept.
- Chicago Fire Dept.
- Public Library
- Grocery
- CTA Rail Station
- CTA Bus Stop
- CTA Bus Route
- CTA Rail Line
- Brown
- Red
- City Park
- CHA Vacant Land
- Goose Island

0 0.1 0.2 0.4 Miles

Date Exported: 02/28/2025

EXHIBIT IV: CONSENT DECREE 2000

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

CABRINI-GREEN LOCAL ADVISORY COUNCIL, )

)

)

Plaintiff, )

)

-vs- )

)

CHICAGO HOUSING AUTHORITY and )

)

TERRY PETERSON, CITY OF CHICAGO, and )

)

RICHARD M. DALEY, )

)

Defendants. )

96 C 6949

Hon. David H. Coar

CONSENT DECREE

Plaintiff CABRINI-GREEN LOCAL ADVISORY COUNCIL (the "LAC"); TERRY PETERSON and the CHICAGO HOUSING AUTHORITY (the "CHA" or "the CHA defendants"); and RICHARD M. DALEY and the CITY OF CHICAGO (the "City" or "the City defendants"), hereby agree to the entry of this consent decree in order to obtain a full and final settlement of all claims alleged in this case or that could have been alleged herein with respect to the design and implementation of the Near North Redevelopment Initiative ("NNRI") and HOPE VI revitalization plans for Cabrini-Green, either by the LAC or by the residents of Cabrini-Green, who are members of and represented by the LAC. The NNRI and HOPE VI revitalization plans for Cabrini-Green are those plans described in CHA's HOPE VI revitalization plan, dated June 30, 1997.

This decree has been reviewed and its entry has been consented to by Daniel E. Levin and The Habitat Company, in their capacity as Receiver ("Receiver") for the development of new non-elderly housing of CHA pursuant to the Order entered August 14, 1987 in Gautreaux v. CHA, 66 C 1659 ("Receivership Order"); and by the plaintiffs in the Gautreaux case ("Gautreaux plaintiffs").

The LAC brought this case alleging that the NNRI, including CHA's HOPE VI plan, displaced Cabrini-Green residents and reduced the supply of affordable housing units at Cabrini, thereby resulting in a discriminatory impact upon African Americans, women and children. As such, the LAC asserted that the CHA defendants had violated the Fair Housing Act, 42 U.S.C. § 3604(a) and (b); Title VI of the Civil Rights Act, 42 U.S.C. § 2000d; the HOPE VI Statute, 42 U.S.C. § 1437l, note (Pub. L. 102-389, Title II, Oct. 6, 1992); and 42 U.S.C. § 1437v(d)(2); the City's Consolidated Plan required under the HOPE VI Statute; the Uniform Relocation Act, 42 U.S.C. § 4625(c)(1) and (3) and various implementing regulations; and previous Memoranda of Agreement the CHA executed with the LAC. Finally, the LAC asserted that the CHA defendants had excluded the residents of Cabrini-Green from the planning process that gave rise to the NNRI and consequently violated Sections 18 and 24 of the United States Housing Act, 42 U.S.C. §§ 1437p(b)(1) and 1437v(d)(2), as well as their contractual obligations to the residents under a May 28, 1993 Memorandum of Agreement between the LAC and CHA.

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

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

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

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

After extensive discussion between the parties and counsel, including counsel for the Receiver and the Gauvreaux plaintiffs, and a full review of the substantial record compiled in this case, the LAC has determined it is in the best interests of the LAC and the Cabrini-Green residents it represents to settle this case on the terms set forth herein, given the risks and uncertainties of further litigation. The LAC, elected by the residents of Cabrini-Green, enters into this consent decree as the representative of all families that now live at the Cabrini-Green development or have lived there since January 1, 1993. Members of the LAC include building presidents elected by the residents of each building in the Cabrini-Green development. Further, the officers of the LAC have been directly elected by the residents of Cabrini-Green in development-wide secret ballot voting. Since the announcement of the NNRI in June 1996, the LAC has held various resident meetings to discuss the initiation and progress of this litigation and to solicit feedback from the residents of Cabrini-Green, including the residents who comprise the boards of the resident management corporations for 1230 N. Burling, the Green Homes, the Cabrini Rowhouses, and the Cabrini



Extension. Prior to execution of this consent decree, the LAC reviewed and approved this consent decree on August 9, 2000.

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

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

I. THE WORKING GROUP AND RESIDENT PARTICIPATION IN THE NNRI

A. A Working Group shall be formed to provide ongoing overall direction for the NNRI, for the purpose of monitoring and reviewing development activities in connection with the NNRI, including the preparation and issuance of requests for proposals ("RFPs") and other bids; changes in the design of the NNRI; the selection of developers for City- or CHA-owned land as defined in Section II.D below; the letting of development, construction and other contracts for City- or CHA-owned land; the creation of jobs; any proposed development of privately owned land to include public housing units at a unit income mix other than the unit income mix specified in Section II.D below for City- or CHA- owned land; the provision of employment training for Cabrini-Green residents; the status of construction activities; and the provision of social services. The following institutions will be represented on the Working Group: the LAC, the CHA, the City, counsel for Gautreaux plaintiffs, and the Receiver. Under the Gautreaux Receivership Order, and other

applicable law, CHA or its successor, the Receiver, and the City will have final decision-making authority in their respective areas of responsibility. A representative of the City shall chair the Working Group. A U.S. Housing and Urban Development ("HUD") staff member may attend Working Group meetings as a non-member observer.

B. An evaluation panel, consisting of representatives of the LAC, CHA, the City, counsel for the Gautreaux plaintiffs, and Habitat, will serve to select the developer(s) to carry out the agreed-upon activities with respect to the development of City- or CHA-owned, as defined in Section II.D below. No development manager will be designated. The City, or its designee, shall issue the RFPs, in conjunction with the Working Group.

C. The Working Group will monitor the developer(s) to assure compliance with all requirements related to design and construction, training and employment of Cabrini-Green residents, and other matters identified in the RFP(s).

D. Habitat, pursuant to its authority and duties under the Receivership Order, will review all development plans and proposals and monitor their implementation to ensure conformance with Gautreaux requirements. Such review and monitoring shall include participating cooperatively, to the extent necessary, for purposes of ensuring Gautreaux conformance, through initial consultation and periodic consultation thereafter, in the formulation and implementation of appropriate specifications and parameters for development plans and proposals respecting public housing.

E. Subject to HOPE VI requirements, the Receivership Order, and other applicable law,

I. The Working Group shall meet on a regular basis in order to collectively make decisions regarding the NNRI.

2. The parties represented on the Working Group and the evaluation panels pledge good faith and best efforts to make each such decision by consensus.

3. It is the intent of the parties represented on the Working Group and the evaluation panels that no single party have more control than any other party in the group decision-making processes.

4. The CHA, the City, and Habitat, as Receiver for CHA's development of new, non-elderly public housing, shall remain separately responsible for those duties imposed upon each of them respectively under the HOPE VI program and other public housing capital funding rules and regulations, orders of the Gautreaux court, and all federal, state, and local laws.

F. Court Review

1. If any member of the Working Group, as defined in this consent decree, objects to a decision made in Section I.E.4 above, with respect to a matter that is the Receiver's responsibility or to a decision relating to the application or amendment of orders entered in the Gautreaux case, it may obtain review of the decision (including whether the decision is within the Receiver's area of responsibility or involves application or amendment of orders entered in the Gautreaux case), by motion filed with the Court in the Gautreaux case. The parties agree that the intervenor status granted to the LAC on November 24, 1998 in the Gautreaux case shall be extended to allow for the LAC's intervention with respect to any motion filed in the Gautreaux case pursuant to this sub-section. The parties agree to present to the court in the Gautreaux case an agreed order providing for such an extension. The parties agree that the City shall be granted intervenor status in the Gautreaux case to allow it to participate fully in any motion filed in the Gautreaux case

pursuant to this sub-section, and the parties agree to present to the court in the Gautreaux case an agreed order providing for such intervention.

2. If any party to this litigation objects to any other decision of the Working Group or its selection panels, it may obtain review of the decision by motion filed with the Court.

3. In ruling upon such objections, the decision under review shall not be disturbed unless it is arbitrary, capricious, an abuse of discretion, or contrary to law or this consent decree.

G. The CHA shall actively involve and include the LAC in the CHA's decision-making process respecting any proposed disposition of CHA property that is currently identified in whole or in part for replacement housing under the NNRI (as described in CHA's HOPE VI revitalization plan, dated June 30, 1997) in conformity with 24 C.F.R. Part 964. In addition, prior to any disposition, such property must first be offered to the LAC for purchase in conformity with 24 C.F.R. § 970.13. In any event, the CHA shall not dispose of any such property, except by a long-term lease to a developer with a land use restriction that requires public housing units to be developed and operated pursuant to this consent decree for no less than a forty-year period, unless it receives in return replacement property within the HOPE VI Planning Area that will accommodate the same number of units as planned for the property that is the subject of disposition. For purposes of this consent decree, the HOPE VI Planning Area is that geographical area bounded by Chicago Avenue on the south, Wells Street on the east, North Avenue on the north, and the Chicago River on the west.

#### H. Technical Assistance For The LAC

1. The CHA agrees to provide the LAC \$400,000 in funds, as originally budgeted in the May 1993 HOPE VI application and the June 1997 HOPE VI Revitalization Plan, for technical assistance (TA), including but not limited to architectural services, engineering services, real estate development consultation, and legal consultation. Said grant shall be reduced by no more than \$206,850.18 (funds spent to date), as reflected in Appendix A, plus \$9,221.50 in pre-litigation costs owed to the Legal Assistance Foundation of Metropolitan Chicago.

2. In addition to the HOPE VI TA funds provided by the CHA, as described above, the CHA shall provide the LAC another \$250,000 for technical assistance with respect to NNRJ development matters. CHA further agrees that the LAC may use these monies to pay all of the LAC's costs (totaling \$35,932.48 as of August 1, 2000) in this litigation.

3. The CHA agrees to provide funding for all services rendered by the LAC's TA consultants within the above budgets. Any contracts entered into by the LAC for TA services shall be in accordance with all applicable HUD and CHA procurement regulations and policies.

#### II. REPLACEMENT HOUSING

A. The CHA agrees to provide funding for the development (pursuant to 24 C.F.R. Part 941) and operation (in the form of HUD operating subsidies or comparable subsidies) of at least 700 public housing units (including the public housing units at Orchard Park, Old Town Square, Mohawk North, 535 W. North Avenue, and North Town Village) with rents set at 30% of the family's adjusted gross income, with no minimum income requirements (also referred to as "newly constructed public housing units"), to be sited in the HOPE VI Planning Area. Each unit of public

housing developed pursuant to this consent decree shall be maintained and operated in accordance with this consent decree and all applicable public housing requirements for no less than 40 years. CHA funding for these units will come from existing HOPE VI and public housing development monies, internal subsidies generated by the development of CHA land, Tax Incremental Financing ("TIF") proceeds (if available), possible future HOPE VI awards, or such other sources of funding as available. These units shall be in addition to any replacement units provided for under any plans for the revitalization of the Green Homes and the Cabrini Extension South.

B. The City guarantees that 270 of the affordable units, as defined below in Section II D 2, created during the course of the NNRI will be rental units for families making less than 80% of area median income ("a.m.i.") to be located within the HOPE VI Planning Area.

C. The City will acquire additional land and/or impose appropriate restrictions and requirements on land owned by other persons or entities to make it possible to maintain the commitment by it and by CHA to construct at least 700 public housing units and 270 affordable rental units within the HOPE VI Planning Area for which units current and displaced Cabrini-Green families shall have priority as set forth in Sections II.D.1, III.D. 4 and 5, and VI below. Land acquired, in the process of being acquire or otherwise anticipated to be subject to appropriate restrictions and requirements for mixed-income development to date is described in Appendices B and C to the consent decree.

D. Income Mix: The income mix for all housing developed pursuant to this consent decree on City- or CHA-owned land shall be as follows: 50% market rate, 20% affordable (as defined below), and 30% public housing. City- or CHA-owned land shall be defined as land that the CHA, City, or any other local municipal entity owns or acquired and/or contributed for purposes

of development under this consent decree, including the land identified as such in Appendices B and C to the consent decree. RFPs issued with respect to such development, as described below in Section III, shall include these income mix percentages. Other land developed in the HOPE VI Planning Area on land that is not City- or CHA-owned may have other respective percentages of market rate, affordable, and/or public housing contributing to the overall goal of a mixed-income community.

1. Public Housing Units: Subject to any applicable statutory or regulatory requirements concerning persons with disabilities and seniors, one-half of the 700 public housing units shall be reserved for families that have at least one household member working 30 hours per week, including work through Earnfare, Work First, or any REDI program where the household member is paid wages for his or her work. Notwithstanding the above, any displaced Cabrini family (as defined in Section VI B below) shall be eligible for the new public housing units even if they are not employed. The remaining one half of these units shall have no work requirement.

2. Affordable Units: Affordable units may be: (a) affordable rental units (defined as affordable to families earning no more than 80% of a.m.i.), or (b) affordable for-sale units (defined as affordable to families earning no more than 120% of a.m.i.). Proposals that contain a component of affordable rental units will be specifically encouraged.

E. Density: The net densities on the City- or CHA-owned land shall not exceed 49 units per acre, unless otherwise agreed to by all members of the Working Group.

### III. REQUEST FOR PROPOSALS REQUIREMENTS

#### A. CHA Land

1. The City, or its designee, shall issue a request(s) for proposals for Parcels 1, 3, and 9, as described in Appendices B and C. This RFP (the "CHA RFP") will require that (a) the LAC (or its affiliated development entity) be a partner, or other form of owner, with up to 50% interest in the ownership of the partnership (or other entity) chosen to be the developer of housing thereunder, and (b) that the LAC (or its affiliated development entity) participate in (i) the receipt of developers' fees and profits (provided the LAC uses such fees and profits for not-for-profit purposes to benefit current and displaced Cabrini-Green residents, as further described in subparagraph (6) below), (ii) the selection of property managers and construction contractors, (iii) the planning of the development, and (iv) the development of resident and other programs.

2. The proposed extent and limitations of the LAC's participation shall be specifically articulated in any response to the CHA RFP and, once a developer is selected, shall be set forth in the "Rights and Responsibilities" section of the partnership (or other joint ownership) agreement between the developer and the LAC.

3. The LAC shall have the maximum opportunity for input into the selection of such developers as permitted by HUD regulations and any other applicable law.

4. One of the criteria for ranking the proposals in response to the RFP(s) shall be respondents' proposed process and programmatic strategies for achieving meaningful participation by residents and stakeholders of the redeveloped community in the decision-making and ongoing operations of the development.



5. If, once the developer has been selected, the LAC has been granted an ownership interest in the development entity, the LAC shall have no further role in the Working Group's oversight and monitoring of the redevelopment activities for that jointly developed site.

6. The LAC shall have sole decision-making responsibility with respect to the use of any fees or residuals it may earn by virtue of its role in the joint partnership; however, said fees and residuals may only be used for not-for-profit purposes that benefit displaced and current Cabrini-Green residents. The LAC may establish for families residing in the affordable rental units a hardship fund from the LAC's development monies which will provide temporary financial assistance for families unable to meet their housing costs due to loss of income.

B RFP for City Land: RFPs for City land will indicate that an ownership partnership participation for the LAC is encouraged, and that such participation may satisfy the resident and community participation portion of the RFP

C Development and Other Contracts: The CHA, the City, and the LAC may not enter into development and other contracts with third parties that contain provisions that conflict with this consent decree

D RFP Provisions for Affordable Units:

1. Proposals must demonstrate that the affordable units will remain affordable well into the future. Proposals that identify a workable and specific long-term strategy to maintain affordability for both rental and for-sale units will be specifically encouraged. The City will ensure that developers using Low-Income Housing Tax Credits will maintain affordable rents for a period of forty years.

2. Responses that feature affordable units distributed among and affordable to the widest range of income levels will be specifically encouraged. The affordable units financed by Low-Income Housing Tax Credits will maximize affordability for low-income residents, consistent with the financial viability of the development and with the availability and equitable allocation of subsidies and other resources. No minimum income eligibility requirements shall be applied to Section 8 voucher holders with respect to the affordable rental units.

3. To the extent that there are homeownership opportunities within the affordable for-sale component of the development, and consistent with the financial viability of the development and with the availability and equitable allocation of subsidies and other resources, the developer shall make some portion of these affordable for-sale units available to families making 60% of a m i or less.

4. Subject to any applicable legal requirements concerning disability or age, all affordable rental units (including without limitation affordable rental units in North Town Village) shall be reserved for families with an employed member (defined as families that have at least one household member working 30 hours per week, including work through Earnfare, Work First, or any REDI program where the household member is paid wages for his or her work).

5. Subject to and consistent with other applicable requirements (including 26 U.S.C. § 42(h)(6)(B)(iv)), current and displaced Cabrini-Green residents who are employed (as defined in Section III.D.4 above) and who otherwise qualify shall have first priority for the affordable units (including without limitation rental units in North Town Village). If and to the extent 24 C.F.R. § 92.253(d)(4) shall be interpreted to apply to the selection of applicants, the priority described herein for the affordable units shall govern.

#### IV. DEMOLITION

A. The LAC agrees to the demolition of the remaining six buildings that comprise the Cabrini Extension North, including 1158 N. Cleveland, 1150-1160 N. Sedgwick, 1159-1161 N. Larrabee, 1015-1017 N. Larrabee, 1121 N. Larrabee, and 500-502 W. Oak.

B. The demolition of the Cabrini Extension North buildings shall occur in two phases. In Phase I, 1158 N. Cleveland, 1150-1160 N. Sedgwick, and 500-502 W. Oak shall be demolished once this consent decree becomes effective and HUD has indicated in writing that it approves of the changes in the CHA's HOPE VI revitalization plan required by the terms of this consent decree. No further demolition shall occur until the following conditions are met, unless otherwise waived by both the LAC and the CHA:

1. Construction of initial units has commenced on that CHA land currently referred to as Cabrini Extension North. "Construction" shall be defined as the execution of a binding construction contract for initial units on the CHA land described herein, issuance of a notice to proceed, and the commencement of some on-site construction activity in accordance with and pursuant to said notice, other than demolition or site clearance, such as the installation of utility feeds or commencement of work on foundations.
2. CHA has earmarked funds sufficient for the development of at least 700 public housing units in the HOPE VI Planning Area;
3. Sites have been acquired, identified for acquisition through eminent domain proceedings as permitted by the NNRI TIF Plan, or other provisions have been made to ensure the agreed-upon 700 public housing units will be constructed; and
4. A relocation plan, which plan shall be prepared expeditiously, has been prepared in a manner consistent with this consent decree and applicable law. CHA and the LAC will make good faith efforts to create a mutually acceptable relocation plan.

Norwithstanding the foregoing provisions, the Court may order demolition of the remaining CHA buildings on other terms upon a showing of good cause, it being understood that such good cause shall consist of more than the general blight and negative effect on the market that the subject CHA buildings are presently known or anticipated to have or the CHA's failure to comply with its obligations under this consent decree, as described in Section IV.C below, to properly secure and maintain the remaining CHA buildings.

C. Until the conditions described in Section IV.B above have been satisfied, the CHA shall maintain the occupied apartments and common areas of the buildings at 1159-1161 N. Larrabee, 1015-1017 N. Larrabee and 1121 N. Larrabee ("the Larrabee buildings") in decent, safe and habitable condition and shall make best efforts to properly secure, through boarding-up and other appropriate measures, unoccupied apartments and common areas no longer in use. Such best efforts shall include monthly inspections. Within sixty (60) days of the effective date of this consent decree, the LAC and the CHA shall conduct a survey of the units and common areas in these buildings to identify any building code violations, and shall then agree upon a reasonable timetable, not to exceed one (1) year, within which to repair these violations. If it is dangerous or cost-prohibitive to keep these buildings occupied, CHA may vacate these buildings or consolidate residents within the buildings, but only after good-faith negotiation with the LAC. If a joint CHA-LAC decision cannot be reached, the matter will be resolved by the Court. CHA shall take no action to vacate or consolidate residents in these buildings until it has reached agreement with the LAC or obtained Court permission to do so.

## V. RELOCATION

A. Families relocated from the buildings at Cabrini-Extension North ("displaced families" as defined in Section VI.B below) shall be given the following relocation options: 1) within the HOPE VI Planning Area, a rehabilitated unit in the Cabrini-Green development that complies with HUD's Housing Quality Standards and applicable building code requirements; 2) within the HOPE VI Planning Area, a newly constructed public housing unit or affordable unit constructed under Sections II and III; 3) a Section 8 voucher together with mobility assistance; or 4) a scattered site unit to the extent such a unit is not claimed by a Horner family pursuant to the consent decree entered in Henry Horner Mothers Guild, et al. v. Chicago Housing Authority, et al., 91 C 3316 and previous orders entered in Gautreaux. Relocation options (2) and (4) shall be considered permanent relocation choices. Relocation options (1) and (3) shall be considered temporary relocation choices until such time as the family has been offered and refused a suitable public housing unit under option (2). All relocation efforts (whether temporary or permanent) shall be completed in conformity with the Uniform Relocation Act and applicable HUD HOPE VI Relocation Guidelines. A family's housing choice shall be honored to the extent that the family qualifies for such a unit and to the extent that its first choice is available. Where two or more similarly-situated families seek the same unit, CHA, in cooperation with the private developer, shall conduct a lottery to determine which family will receive that unit. With families who choose Section 8 as their relocation choice, the CHA's obligations under this Section shall continue for forty-two months from the date of relocation or until such time that as the family has moved into a permanent housing choice, whichever is sooner, except that CHA shall provide moving services, including transportation of belongings, packing materials, and reimbursements for utility hook-ups, for

families moving back into newly constructed public housing units or affordable units regardless of whether more than forty-two months have passed from the date of relocation.

B. CHA must maintain no less than yearly regular written contact with temporarily relocated families and create a computer database for these families, including their former and current address, household size, source and amount of income, and names and ages of family members. CHA must provide to the LAC monthly access to its updated database for relocated families.

#### VI. PRIORITIES FOR NEWLY CONSTRUCTED PUBLIC HOUSING AND AFFORDABLE UNITS

A. Families displaced from the Cabrini Extension North buildings (1015-1017 N. Larrabee, 1121 N. Larrabee, 1159-1161 N. Larrabee, 500-502 W. Oak, 1117-1119 N. Cleveland, 1157-1159 N. Cleveland, 1150-1160 N. Sedgwick, and 1158 N. Cleveland) shall have the right and first priority, as provided for in this Section and in Sections II.D.1, III.D. 4 and 5, to move into the newly constructed public housing and affordable housing units to be constructed under Sections II and III of this consent decree.

B. Displaced families shall be defined as all families who resided in the Cabrini Extension North buildings on or after January 1, 1993, except for leaseholders:

1. who were evicted from the Cabrini Extension North buildings pursuant to court order, prior to their relocation to the new units developed;
2. who abandoned or voluntarily left their units. "Units" here means a CHA unit, a subsidized unit within the HOPE VI Planning Area, or a temporary Section 8 certificate or voucher unit;
3. who were relocated to a scattered site unit;

4. who prior to relocation to a newly developed unit, but after relocation to a subsidized unit within the HOPE VI Planning Area or a temporary Section 8 placement or after entry of the consent decree (in the case of families residing in a CHA unit):
  - a. were convicted of any criminal activity that threatened the health, safety, or right to peaceful enjoyment of the premises by other residents, or any drug-related criminal activity on or off the premises; or
  - b. had a household member, guest, or visitor while under the leaseholder's control, convicted of any criminal activity that threatened the health, safety or right to peaceful enjoyment of the premises by other residents, or any drug-related criminal activity on or off the premises. This exclusion shall not apply where the leaseholder agrees to exclude the offending person from the household.

C The CHA and the LAC shall jointly prepare a list of all displaced families, as defined in Section VI B above. In preparing this list, the LAC and the CHA shall identify those families living in buildings listed in Section VI.A above, after January 1, 1993, using CHA occupancy data from January of 1993 (or as soon thereafter as possible) and each year thereafter, as available. The CHA and the LAC will then determine those families that remain eligible for replacement housing by, among other methods, identifying those families from the buildings listed in Section VI.A who are listed on current CHA occupancy lists, on CHAC's current list of Section 8 certificate/voucher holders, and in data CHA and CHAC maintains on those families relocated from 1150-1160 N. Sedgwick, 1158 N. Cleveland, 500-502 W. Oak, 1015-1017 N. Larrabee, 1121 N. Larrabee, and 1159-1161 N. Larrabee. Except as described herein, CHA shall not be required to secure other information to identify families who have left CHA housing between January 1, 1993 and the date the consent decree is entered. However, nothing in this paragraph shall be construed to prevent the LAC itself from securing additional information in order to identify eligible families. To the extent

the LAC seeks to establish that a family did not abandon or voluntarily leave the unit under Section VI.B.2, the LAC shall bear the burden of proving this fact. This list of displaced families shall contain the following information regarding the displaced families: former and current addresses, household size, source and amount of income, and names and ages of family members. The parties agree to meet on a regular basis to update the list. The CHA and the LAC agree to keep the information on the list confidential.

D. The CHA or its nominee shall notify the LAC and its counsel in writing whether the leaseholders on the list satisfy the eligibility criteria for displaced families, as defined above. If the CHA determines that the criteria are not met, CHA shall provide the LAC and its counsel with all appropriate documentation supporting its determination.

E. Effective with the date of this consent decree, the CHA or its management agent shall provide the LAC and its counsel names and addresses of all leaseholders now residing in Cabrini Extension North buildings who have been served with notices of termination of tenancy for any reason other than nonpayment of rent. Said information shall be provided to the LAC and its counsel on a monthly basis. In addition to this information, the LAC and its counsel shall have, subject to written authorization from the leaseholders, access to all Chicago Police Department and CHA security arrest or incident reports utilized by CHA that provide a basis for the Termination of Tenancy Notice, as well as criminal history information showing convictions (but not arrests).

F. In the event the LAC believes that eviction action should or should not be taken against a particular leaseholder, the LAC shall set forth the basis for its belief in a letter to the CHA within ten (10) days of its receipt of the leaseholder's name and address, or within a reasonable period of time in cases involving CHA's failure to take action against a particular tenant. CHA or



its management agent agrees to meet with the LAC to discuss the matter within ten (10) days of receipt of the LAC's letter. Should a representative of the LAC fail to attend the scheduled meeting, the LAC will have waived its right to a meeting in connection with that letter. Notice of the meeting shall be sent in writing to the LAC at least three (3) days prior to the meeting. If the CHA or its management agent decides to initiate or not to initiate action against the family after meeting with the LAC, it shall set forth the reasons for its decision in a letter to the LAC within ten (10) days of the meeting. The CHA or its management agent, however, reserves the right to make the final decision to pursue or not to pursue an eviction action.

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

H. If the parties are unable to reach agreement regarding eligibility or deferrals, they shall jointly petition the Court for resolution of the matter, and the CHA shall direct the private developer to preserve a like-size, newly developed public housing unit for the family until the Court rules, with no interruption of funds paid to the developer as a result of such unit being unoccupied during the pendency of such eligibility dispute. In all other cases, the CHA shall be free to process the displaced families and provide them replacement public housing pursuant to the terms of this consent decree.

I. The CHA, the private developers, and the LAC shall jointly conduct a lottery of all displaced families by bedroom size to create a priority-housing list from which families will be

selected for the newly constructed public housing and affordable housing units. Under this paragraph, first priority shall be given to families displaced from 1117-1119 N. Cleveland, 1157-1159 N. Cleveland, 1150-1160 N. Sedgwick and 1158 N. Cleveland; second priority shall be given to families from 500-502 W. Oak; and third priority to families displaced from 1015-1017 N. Larrabee, 1121 N. Larrabee, and 1159-1161 N. Larrabee.

J. Current Cabrini-Green families (defined as Cabrini-Green families that are not "displaced families" and that reside in Cabrini-Green as of the date of entry of this consent decree) shall have the right after displaced families to move into the newly constructed public housing and affordable units constructed under this consent decree, except for leaseholders who are disqualified for any of the reasons set forth in Section VI.B above. Of these non-displaced families, first priority will go to Cabrini Extension families, and second priority will go to families from the balance of Cabrini. Third priority, but only for the newly constructed public housing units, will go to families residing in other CHA developments, and fourth priority, but only for the newly constructed public housing units, will be for those on CHA's general waiting list.

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

L. The priorities described in this Section deal solely with priority of occupancy among eligible public housing families, and do not govern the phasing of demolition or development, or the phasing of occupancy of market rate units.

M. The City agrees that displaced Cabrini-Green families, as defined in Section VI.B above, who are otherwise eligible, shall have first preference for 30% of the units in all future SRO and senior developments built within the Tax Incremental Financing district created as part of the NNRI. Other Cabrini-Green families, who are otherwise eligible, shall have second preference. These units shall be allocated to families according to the procedures set forth in Sections VI.I and VI.J above.

## VII. JOB TRAINING AND EMPLOYMENT OPPORTUNITIES

A. All RFPs issued for City- and CHA-owned land shall provide that proposals must feature a community-based hiring and training plan which concretely and comprehensively describes measures to ensure maximum reasonable opportunities for both (1) immediate employment and (2) longer-term job-training for residents of the Near North TIF District, with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills, including residents of public and other subsidized housing and people with disabilities. Respondents shall be strongly encouraged to propose creative measures toward the goal of increasing employment and training opportunities for the area residents described above. Proposals that set forth a community-based hiring and training plan that is detailed, is well thought out, and provides for a broad mix of strategies for maximizing employment and training

opportunities for community residents will be strongly encouraged. Such a community-based hiring and training plan shall comply with other applicable federal, state, and local laws.

B. The CHA and the City shall insure that all RFPs and contracts issued for CHA property or any other property developed under the NNRI in connection with the expenditure of HUD funds, including HOPE VI and public housing development funds, shall comply with Section 3 (12 U.S.C. § 1701u and implementing regulations) and the policies set forth in CHA's "Technical Assistance Section 3 for Contractors and Chicago Housing Authority Staff," if and to the extent applicable. Notwithstanding the foregoing, this paragraph shall not expand in any way the obligations imposed on CHA under Section 3.

C. The CHA and the City shall insure that all RFPs and contracts issued for CHA property or any other property developed under the NNRI shall contain language consistent with Minority and Women Business Enterprise goals established by HUD, CHA, and City policy, as applicable.

D. The CHA and the City shall make reasonable efforts to provide employment opportunities to every displaced family so that the family may qualify for the affordable rental units which have been reserved for working families.

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

## VIII. COMMUNITY AND SUPPORTIVE SERVICES

A. HOPE VI funds allocated for community and supportive services, such as the Tenant Patrol Program, the Victim Assistance program, tenant-owned businesses generated by these funds, and other such programs, shall be spent to benefit Cabrini-Green Extension residents only. These funds shall be used to employ whenever possible Cabrini-Green residents who are qualified for jobs generated by the social services and community service program. At a minimum, the expenditure of these HOPE VI funds shall be subject to the employment and training requirements of Section 3 (12 U.S.C. § 1701v) and implementing regulations and its applicable hiring goals for public housing residents.

B. Using an instrument developed in conjunction with the Working Group, the LAC shall survey displaced and current Cabrini-Green residents. Based on the result of the survey, the LAC shall determine the scope of additional community and supportive Services. The LAC will then identify and prepare a scope and budget for the activities it intends to perform on behalf of Cabrini-Green residents. The LAC shall administer or contract out all Community and Supportive services. Funds for such services will come from the Community and Supportive Services portion of the HOPE VI budget or the project budget for development on CHA land.

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

IX. Tax Incremental Financing District: The City has designated the area covered by the NNRJ a TIF district. The City shall commit TIF dollars to the extent and in the manner provided for in and

consistent with goals and objectives of the TIF redevelopment plan, to address, among other redevelopment projects and undertakings, the following: (1) infrastructure needs within the TIF district (e.g., streets, sidewalks, and sewers), including the remaining portions of Cabrini-Extension South, Green Homes, and the Cabrini Rowhouses; (2) employment training for low-income residents within the TIF district, including but not limited to Cabrini-Green residents; (3) various other public works and improvements (including taxing districts' capital costs accepted by the City as necessary for implementation of the redevelopment plan); (4) rehabilitation of properties, including without limitation, any remaining Cabrini-Green buildings, and the development of new public housing units in the HOPE VI Planning Area, to the extent of eligible redevelopment project costs, within the context of mixed-income redevelopment projects.

X. The CHA and the City defendants, upon the LAC's written request and without cost, shall provide to the LAC or make available to the LAC for copying all documents and other written materials relating to the implementation of this consent decree, other than privileged documents.

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

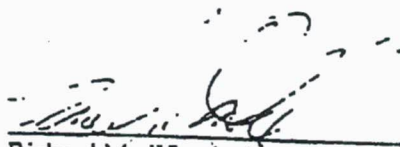
XII. Except as provided in Section I.F above, the Court shall retain jurisdiction over this matter for the purpose of enabling any party to the litigation to apply to the Court for such further orders as may be necessary or appropriate for the construction, implementation, or enforcement of this consent decree.

XIII. The parties agree to submit an agreed order reassigning the case to Judge Marvin E. Aspen pursuant to Rules 2.30(D) and 2.31 as a case related to Gautreaux v. CHA, 66 C 1459.

XIV. Whenever notice is required to be provided to the LAC under this consent decree, said notice shall also be provided to its counsel.

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


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

  
Richard M. Wheelock  
Legal Assistance Foundation of Metropolitan  
Chicago  
111 W. Jackson, 3<sup>rd</sup> floor  
Chicago, IL 60604

Robert D. Whitfield  
Attorney at Law  
10 S. LaSalle Street, Suite 1301  
Chicago, IL 60603

Counsel for Plaintiff

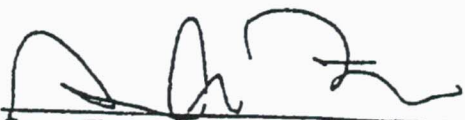
Date: 8/22/00

  
Mara & Georges  
Corporation Counsel  
City of Chicago  
Room 500, City Hall  
121 N. LaSalle Street  
Chicago, IL 60601

By Andrew S. Mine  
Senior Counsel

Counsel for City Defendants

Date: 8/22/00

  
G. A. Finch  
General Counsel  
Chicago Housing Authority  
200 W. Adams St., Suite 2100  
Chicago, IL 60606

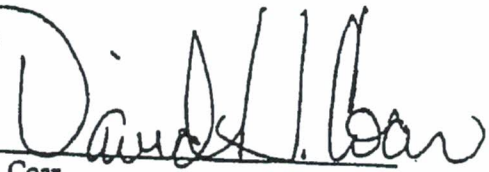
Thomas E. Johnson  
Johnson, Jones, Snelling, Gilbert & Davis  
36 S. Wabash Avenue, Suite 1310  
Chicago, IL 60603

Counsel for CHA Defendants

Date: 8-25-00



ENTER:



David H. Coar  
United States District Judge

'AUG 30 2000

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Marvin E. Aspen  
United States District Judge

Date: \_\_\_\_\_

Exhibit V Agreed Order (2015) Modifying Consent Decree

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

CABRINI-GREEN LOCAL ADVISORY COUNCIL,	)	
	)	
Plaintiff,	)	
	)	No. 96 C 6949
v.	)	
	)	Hon. Edmond E. Chang
CHICAGO HOUSING AUTHORITY, et al.	)	
	)	
Defendants.	)	

**AGREED ORDER MODIFYING CONSENT DECREE**

This matter having come before the Court on the Joint and Agreed Motion of the Cabrini-Green Local Advisory Council and the CHA, supported by the City of Chicago, to Modify the Consent Decree, the Court being fully-advised in the premises, IT IS HEREBY ORDERED THAT:

1. Paragraph II(A) of the August 30, 2000 Consent Decree between the parties is hereby amended to add the underscored language below:

The CHA agrees to provide funding for the development (pursuant to 24 C.F.R. Part 941) and operating (in the form of HUD operating subsidies or comparable subsidies) of at least 700 public housing units (including the public housing units at Orchard Park, Old Town Square, Mohawk North, 535 W. North Avenue, and North Town Village) with rents set at 30% of the family's adjusted gross income, with no minimum income requirements (also referred to as "newly constructed public housing units"), to be sited in the HOPE VI Planning Area. Each unit of public housing developed pursuant to this consent decree shall be maintained and operated in accordance with this consent decree and all applicable public housing requirements for no less than 40 years. CHA funding for these units will come from existing HOPE VI and public housing development monies, internal subsidies generated by the development of CHA land, Tax Incremental Financing ("TIF") proceeds (if available), possible future HOPE VI awards, or such other sources of funding as available. These units shall be in addition to any replacement units provided for under any plans

for the revitalization of the Green Homes and the Cabrini Extension South. Notwithstanding the foregoing, any project-based voucher unit provided, developed or acquired by CHA and located within the HOPE VI Planning Area, either under CHA's Project Rental Assistance ("PRA") program (with a minimum thirty-year subsidy commitment) or HUD's Rental Assistance Demonstration ("RAD") program (with a minimum forty-year subsidy commitment) shall qualify as replacement housing under the terms of this paragraph and consent decree, and permanent relocation housing under paragraph V(A) of this consent decree.

2. Paragraph II(D) of the August 30, 2000 Consent Decree between the parties is hereby amended to add the underscored language below:

**Income Mix:** The income mix for all housing developed pursuant to this consent decree on City- or CHA-owned land shall be as follows: 50% market rate, 20% affordable (as defined below), and 30% public housing. City- or CHA-owned land shall be defined as land that the CHA, City, or any other local municipal entity owns or acquired and/or contributed for purposes of development under this consent decree, including the land identified as such in Appendices B and C to the consent decree. RFPs issued with respect to such development, as described below in Section III, shall include these income mix percentages. Other land developed in the HOPE VI Planning Area on land that is not City- or CHA-owned may have other respective percentages of market rate, affordable, and/or public housing contributing to the overall goal of a mixed-income community.

Notwithstanding the foregoing:

A. The income mix for all housing developed after August 1, 2015 pursuant to this consent decree on City- or CHA-owned land shall be as follows: no more than 50% market rate; no more than 20% affordable (as defined below); and no more than 40% and no less than 33% public housing. City- or CHA-owned land shall be defined as land that the CHA, City, or any other local municipal entity owns or acquired and/or contributed for purposes of development under this consent decree, including the land identified as such in Appendices B and C to this consent decree. RFP's issued with respect to such development, as described below in Section III, shall include these income mix percentages. Other land developed in the HOPE VI Planning Area on land that is not City- or CHA-owned may have other respective percentages of market rate, affordable, and/or public housing contributing to the overall goal of a mixed-income community.

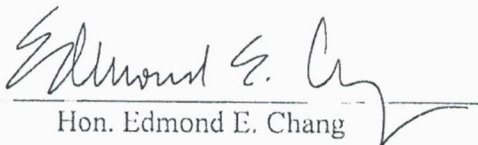
B. The Brinshore-Michaels' Clybourn & Division Development within Parcel No. 14 on Appendix C hereto, located at Clybourn Avenue and Division Street, shall

be developed with an income mix of approximately 38.1% market rate housing, 30.95% affordable housing and 30.95% public housing.

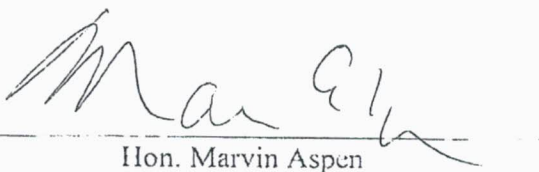
C. The income mix for Parkside of Old Town shall be subject to the original income mix terms (30% public housing, 20% affordable, and 50% market rate) of the Consent Decree.

1. **Public Housing Units:** Subject to any applicable statutory or regulatory requirements concerning persons with disabilities and seniors, one-half of the 700 public housing units shall be reserved for families that have at least one household member working 30 hours per week, including work through Earnfare, Work First, or any REDI program where the household member is paid wages for his or her work. Notwithstanding the above, any displaced Cabrini family (as defined in Section VI B below) shall be eligible for the new public housing units even if they are not employed. The remaining one half of these units shall have no work requirements.

2. **Affordable Units:** Affordable units may be: (a) affordable rental units (defined as affordable to families earning no more than 80% of a.m.i.) or (b) affordable for-sale units (defined as affordable to families earning no more than 120% of a.m.i.). Proposals that contain a component of affordable rental units will be specifically encouraged.

ENTER:   
Hon. Edmond E. Chang

Dated: September 16, 2015

AGREED:   
Hon. Marvin Aspen

## EXHIBIT VI: Planned Development (PD) Zoning Code Analysis

Primary Project Address:		Date:	
Applicant Name and Firm:			
Attorney Name and Firm:			
PD Threshold:		<input type="checkbox"/> Mandatory <input type="checkbox"/> Elective	
Ward:		Planning Region:	
Est'd Project Cost:		Est'd Perm/Const Jobs:	/

	<u>Existing Zoning / Existing Conditions</u>	<u>Proposed Zoning / Code Requirement</u>	<u>Proposed Project</u>	<u>Waiver Req? (Y/N)</u>
Zoning District				
Net Site Area				
Uses (include all proposed)				
Residential Units (total)				
• Efficiencies (# & %)				
• One-Bedroom (# & %)				
• Two-Bedroom (# & %)				
• Three-Bedroom (# & %)				
Minimum Lot Area/Unit				
ARO Units				
Retail Square Feet				
Office Square Feet				
Accessory Parking				
Non-Accessory Parking				
Bicycle Parking				
Loading Berths (# & size)				
TSL Elements				
Maximum Base FAR				
NOF Bonus FAR				
Front Setback				
Side Setback(s)				
Rear Setback				
Height				
# of Stories				
Open Space				
Sustainable Feature(s)				
Landmark Elements				