

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

DOROTHY GAUTREAUX, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
v.)	No. 66 C 1459
)	
)	Hon. Marvin E Aspen
CHICAGO HOUSING AUTHORITY, <i>et al.</i> ,)	
)	
Defendant.)	

PLAINTIFFS’ MOTION FOR IMMEDIATE INTERIM RELIEF

Now come plaintiffs, by their attorneys, and move the Court for an order granting immediate interim relief in the form of an order preventing defendant Chicago Housing Authority (“CHA”) from proceeding, pending a hearing on Plaintiffs’ Motion for Preliminary Interim Relief Respecting Their Motion for Enforcement of Judgment Order and Order of October 29, 1982, and Other Relief, with its plans for rehabilitating some 509 public housing units at its Altgeld Gardens/Philip Murray Homes development.

In support of this motion, plaintiffs attach hereto an Affidavit of Alexander Polikoff in Support of Plaintiff’s Motion for Immediate Relief.

Wherefore, plaintiffs respectfully request the Court to enter an order preventing CHA from taking any action to advance residential rehabilitation plans at Altgeld, pending a hearing on motion for preliminary interim relief.

June 13, 2014

Respectfully submitted,

/s/ Alexander Polikoff

One of the Attorneys for Plaintiffs

Alexander Polikoff
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**AFFIDAVIT OF ALEXANDER POLIKOFF IN SUPPORT OF
PLAINTIFFS’ MOTION FOR IMMEDIATE INTERIM RELIEF**

I, Alexander Polikoff, hereby certify the truth of the following:

1. I am an Attorney for the Plaintiffs in the above entitled case.
2. If called to testify in court, I could testify competently to the facts stated herein.
3. Defendant, the Chicago Housing Authority (“CHA”), has stated publicly its intention to rehabilitate some 509 public housing units at its Altgeld Gardens/Philip Murray Homes (“Altgeld”) development. Pursuant to such stated intention, CHA has:
 - a) Received approval from its Board of Commissioners to enter a modification of a contract with Holabird & Root, LLC for consultant services relating to such rehabilitation; and
 - b) Issued and received bids on a request for proposals from contractors to provide rehabilitation services at Altgeld.

4. Pending the conference with this Court respecting such proposed rehabilitation, presently scheduled for June 12, 2014, Plaintiffs requested CHA to agree to a "standstill" understanding that CHA would not take any action to advance such proposed rehabilitation, with such understanding to be terminable by either party for any reason at any time. A copy of such proposed "standstill" understanding is attached here to as Exhibit "A."

5. CHA has declined to agree to such "standstill" understanding.

6. Further steps taken by CHA to advance such proposed rehabilitation, such as the expenditure of funds or entering into agreements with third parties, would prejudice the plaintiffs' ability to secure future relief respecting such rehabilitation and would therefore constitute irreparable harm.

/s/Alexander Polikoff
Alexander Polikoff

Subscribed and sworn to

before me this 13th day of June, 2014.

/s/ Paula Kruger
Notary Public

STANDSTILL AGREEMENT

It is agreed that during the pendency of discussions between CHA and BPI respecting possible rehabilitation of vacant non-elderly units at the Altgeld Gardens/ Murray Homes development ("Altgeld"), neither CHA staff nor Commissioners will

- 1) Make any final decisions or take any final action,
- 2) Commit or obligate any funds, or
- 3) Enter into any agreement with third parties (including, without limitation, architects, contractors, the City of Chicago, and the U.S. Department of Housing and Urban Development)

relating to such possible rehabilitation.

Notwithstanding the preceding sentence, CHA may continue its discussions with HUD respecting a new Total Development Cost for rehabilitation.

This Agreement does not apply to any non-residential rehabilitation work at Altgeld, or to any non-rehabilitation work, such as expanded social services.

The discussions between CHA and BPI may be terminated by either party for any reason at any time by written email notice from the executive director of either organization to the executive director of the other, whereupon this standstill agreement shall immediately expire.

Chicago Housing Authority

By: _____
Executive Director

Business and Professional People for
the Public Interest

By: _____
Executive Director

June 12, 2014