

The Horner Model: Successfully Redeveloping Public Housing

William P. Wilen¹

Introduction

The redevelopment of the Governor Henry Horner public housing development on Chicago's Near West Side began in 1995 as a result of a class action lawsuit filed by the tenants there in 1991. I first represented these tenants in 1990, as an attorney working for the Legal Assistance Foundation of Chicago. Since 1996, I have represented them as an attorney at the Shriver Center in Chicago. This article aims to recount the history of Horner and its redevelopment, from the legal counsel's point of view,

First, the article provides a history of the Horner public housing and its redevelopment. This discussion shows what obstacles the residents faced in their efforts to revitalize Horner, and explains how those obstacles were overcome. In Chicago, as in every other city undergoing revitalization of its public housing inventory, many stakeholders are involved. The Horner residents had to reach agreement with the Chicago Housing Authority (CHA), the United States Department of Housing and Urban Development (HUD), the City of Chicago, the Horner developers, all as represented by their attorneys. Because construction of new public housing units in Chicago is governed by orders entered in the landmark desegregation case of *Gautreaux v. CHA*, the Horner residents also had to reach agreement with the attorneys representing the plaintiff class in *Gautreaux*.²

Next, the article discusses various measures of success that experts use to analyze the redevelopment of public housing and how the Horner development fared in achieving those measures. These measures include smooth implementation, recognized design quality, improved tenant organization capacity, enhanced maintenance and management performance, improved security, progress on socioeconomic development, resident satisfaction, and minimizing

¹ William P. Wilen is the Director of Housing Litigation at the Sargent Shriver National Center on Poverty Law, Chicago, Illinois.

² *Gautreaux v. Chi. Hous. Auth.*, 296 F. Supp. 907, 908 (N.D. Ill. 1969).

displacement. This analysis shows that that the Horner redevelopment effort has achieved all of the objective measures of success.

Since the Horner redevelopment effort satisfies the objective measures of success, the question then arises, “Why has it been successful?” The article answers this question by isolating five principal reasons for its success: (1) demolition was phased, so displacement was minimized; (2) reasonable screening criteria were in place, so that Horner residents could qualify for the new replacement units; (3) there was effective resident participation in the redevelopment process, so that the Horner residents had an actual stake in its outcome; (4) there existed enforceable procedures to protect residents’ interests, so that Horner residents had a process to resolve important issues, and (5) there were adequate social services to and representation of individual Horner residents, so residents could transition into and remain in revitalized public housing.

Next, the article compares the Horner redevelopment process to that being employed by CHA in its on-going transformation efforts to determine how residents in other developments are faring when compared to the residents at Horner. The article determines that the Horner process protects residents’ interests much better than CHA’s current practices.

Finally, the article concludes that the successful redevelopment of Horner should serve as a model for current and future public housing redevelopment efforts not only in Chicago but also nationwide .

I. The Construction, Glory Years, and Decline of the Henry Horner Public Housing Development (1957 -1991)

A. The Construction of Horner (1957-1969)

From 1935 to 1956, CHA constructed 27 separate public housing developments containing over 14,000 units.³ Then, from 1957 to 1968, CHA embarked on a massive new construction program during which time almost 16,000 units were completed.⁴ All but roughly

³ DEVEREUX BOWLY, JR., *THE POORHOUSE: SUBSIDIZED HOUSING IN CHICAGO 1895-1976* 111 (1978).

⁴ *Id.* at 112.

700 were located in high-rise buildings. This was the most ambitious period of public housing high-rise and mid-rise constructions in Chicago's history.⁵ Most of the apartments were large and spacious, containing three, four or five bedrooms.⁶

The very first development to be constructed during the period 1957 -1968 was the Henry Horner Homes, completed in 1957.⁷ It was located on Chicago's Near West Side in a 10 city-block area, bounded by Hermitage Avenue on the east, Lake Street on the north, Damen Avenue on the west, and Washington Boulevard on the south. Henry Horner Homes consisted of eleven buildings containing 920 units—seven that were 7-stories tall, and four that were 16-stories. The prestigious Chicago architectural firm, Skidmore, Owens and Merrill, designed the eleven buildings.⁸ They had exposed concrete frames with infill of common brick in some buildings and finished brick in the others. Constructed at a cost of \$13,182 per unit, the Henry Horner Homes were the cheapest development constructed by CHA during the period 1957-1968.⁹

By 1961, the Henry Horner Extension was completed, adding another 736 units to the Horner development.¹⁰ The Extension, covering 12 city blocks, was bounded by Damen Avenue on the east, Lake Street on the north, Oakley Boulevard on the west, and Washington Boulevard on the south. Quinn and Christiansen designed the site, consisting of seven buildings—four that were 14-stories tall (placed diagonal to Lake Street) and three that were 8-stories (placed parallel to Lake Street). The Extension uniquely featured duplex apartments (living room, dining and kitchen area on the lower level and bedrooms and a bathroom on the upper level). However, these buildings were the typical Chicago “gallery-style” high-rises, with wire fencing of the galleries on both sides of the elevator shaft on each of the upper floors.¹¹

⁵ *See id.* (“This was the great era of construction of public housing in Chicago.”).

⁶ *Id.*

⁷ *Id.* at 112-13.

⁸ *Id.* at 113.

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.* at 113-14.

The final complex to be completed at Horner was the Horner Annex, located a few blocks south of the Homes and Extension. By this time, the *Gautreaux* plaintiffs had obtained a judgment order against CHA, but the judgment order exempted almost 1,500 housing units from its coverage, including the Horner Annex, as these had already been selected and allocated federal funding.¹² Thus, in 1969, the Horner Annex was completed, and consisted of 109 units located in a seven-story mid-rise building and two, three-story, 18-unit walk-ups.¹³ The Annex was located on one city block, bounded on the east by Wood Street, on the north by Monroe Street, on the west by Honore Street, and on the south by Adams Street.

B. Horner's Glory Years (1957-1981)

There is no question that in the beginning, these apartments, in spite of their location, tenant-mix, racial make-up and physical problems did provide residents with a new sense of hope and community.

The architects who designed Horner and the other public housing high-rises wanted to “move the towers back from the filthy, packed slums. . . . Let them stand in the middle of oversized blocks or ‘superblocks,’ made by closing off streets of the traditional city grid. Give everybody plenty of space, as well access to light and air. Line the faces of the towers with breezeways, ‘streets in the sky,’ where mothers could rock their baby carriages.”¹⁴

Long-time Horner residents have informed *Horner* counsel that, in the beginning, the buildings were clean and well-maintained, in-coming families were strictly screened, housekeeping and grounds-keeping rules were enforced by CHA, tenants who violated their leases were evicted and their apartments quickly made ready for a new tenant family who soon moved into the vacant unit. The apartments themselves were well heated, had hot and cold running water, were reasonably clean, and stood in stark contrast to the residents’ previous

¹² *Id.* at 191.

¹³ *Id.* at 195.

¹⁴ See Blair Kamin, *Out of Housing, Into Homes; ‘Architecture of Normalcy’ Appears to Succeed at Weaving Henry Horner Residents Into the Fabric of the City*, CHI. TRIB., Mar. 31, 1998, § 3, at 1.

housing. Most CHA residents had lived in slum tenements before moving to public housing.¹⁵ The new buildings, even with their limitations, offered a much better life for the residents. As told by Alex Kotlowitz in his story of Horner, *There Are No Children Here*, Horner in its early years was an exciting place to live, especially for the children:

In those early years, the children of Horner thrived. LaJoe and LaGretta joined the Girl Scouts. They attended dances and roller-skating parties in their building's basement. They delighted in the new playground, which boasted swings, sliding boards and a jungle gym. Their brothers frequented the project's grass baseball diamond, which was regularly mowed.

All of them spent time at the spanking new Boys Club, which had a gym and in later years an indoor Olympic-size swimming pool. On Friday nights, the family attended fish fries. LaJoe joined the 250-member Drum and Bugle Corps, a group so popular among the area's youth that some came from two miles away to participate. The marching teenagers, attired in white shirts, thin black ties, and black jackets, were a common sight in city parades.¹⁶

Likewise, the Horner Annex was a very nice place to live. It was separated from the 18 Horner high-rises and mid-rises lining Lake Street a few blocks to the north, and referred to as "The Valley" by Horner residents. In a statement submitted to the *Horner* court in 1992, the son of the long-time Annex head-janitor described the Annex in the 1970's and early 1980's as a well-maintained living environment:

The condition of the Henry Horner Annex today is strikingly different than what it was 10 years ago. My father, James Williams, was Head Janitor at the Annex from 1971 until he retired and I often accompanied him on his rounds. The three Annex buildings were kept spotless. Every day he and his two assistant janitors, Mr. Gear and Mr. Hubbard, would sweep all the hallways and ramps in the building. Each day the garbage would be pulled from the incinerator and hauled away. All of the halls and ramps would be mopped down every other day.

¹⁵ See BOWLY, *supra* note 3, at 18, 56-57, 65-66, 76-77, 224-25.

¹⁶ ALEX KOTLOWITZ, *THERE ARE NO CHILDREN HERE* 23 (1991).

When my father was janitor, there were very few, if any, vacant apartments. When an apartment would become vacant, my father would clean it immediately. The stove and refrigerator would be pulled from the apartments, taken to the janitor's room, completely cleaned, and returned to the apartment. After the painters re-painted the apartment, the floors would be mopped and waxed. The apartment would usually be re-rented within a week. .

..

.. There was never any graffiti in the Annex until about three years ago. Now the Annex is covered with graffiti on all the floors of the three buildings.¹⁷

C. Horner's Decline (1981-1991)

In November 1981, the overall vacancy rate at Horner was 2.3%, or 40 vacant units. The vacancy rate at Horner climbed steadily for almost ten years. The vacancy rate peaked in May 1991 at 49.3%, or 868 vacant units.¹⁸

Because these buildings had been constructed "on the cheap," they had numerous physical problems.¹⁹ They had no actual lobbies on the first floor, but rather small open spaces by the elevator, with hallways of units radiating out on each side. There was no communication system by which visitors or guests could contact residents on the upper floors. Because the lobbies were virtually open to the outside, during winter many times the elevator cables would freeze and become inoperable. The open buildings allowed easy access to any persons entering the buildings with criminal intent—so drugs, guns and gang-violence became prevalent in the buildings. The trash chutes located on each floor were too narrow to handle all the trash and other materials inserted into them, causing pile-ups of basement trash and occasional fires in the chutes. There was hardly any overhead lighting in each apartment, and the medicine cabinets in the bathrooms were built adjacent to each other, so that by pushing out the medicine cabinet, one could gain access to the apartment next door. Finally, the walls of the apartments were cinder

¹⁷ Aff. of James Banks, Nov. 10, 1992, filed in *Henry Horner Mothers Guild v. Chicago Housing Authority*, 824 F. Supp. 808, 810 (N.D. Ill. 1993), on Nov. 16, 1992 (Docket No. 91-CV-033136, available at the National Archives, Great Lakes Region, Chicago, Ill., Session No. 02100-0036, Location No. 402336-402485, Boxes 14-16).

¹⁸ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, 824 F. Supp. 808, 810 (N.D. Ill. 1993).

¹⁹ KOTLOWITZ, *supra* note 16, at 22.

block, rather than finished plaster, which gave the apartments a prison-like feel (but they did contain noise very well).²⁰

In 1991, CHA stated that in the opinion of many residents, staff and housing activists, Horner “is the authority’s most troubled development,” and “one of the most distressed public housing properties in the nation.”²¹ In January 1991, the conditions at Horner included: non-functioning elevators, darkened hallways, lobbies and stairwells, broken, boarded-up and leaking windows, broken trash chutes and common areas cluttered with refuse, missing exit, stairway and fire escape signs, broken or missing stairwell doors, defective stairway handrails, treads and landings, presence of human and animal waste in public areas and open, vacant apartments, broken screen doors and windows, numerous vacant units and abandoned laundry rooms with open or missing doors.²²

II. The Revitalization of the Henry Horner Public Housing Development (1995-2010)

A. Horner Phase I: The Construction of New Public Housing Units (1995-2000)

Due to the deteriorating conditions at Horner, the Horner residents retained counsel and filed a lawsuit to improve these conditions. In 1991, the Henry Horner Mothers Guild (a not-for-profit corporation operating out of the Horner Annex and established to improve living conditions at Horner), current tenants of various other Horner buildings in the Homes and Extension, and applicants for public housing at the Horner developments filed a class action lawsuit against CHA and HUD.²³ They sought declaratory and injunctive relief against CHA and HUD, including an order prohibiting them from continuing their “de facto demolition” of

²⁰ *Id.*

²¹ *Id.*; *Henry Horner Mothers Guild*, 824 F. Supp. at 812.

²² *Henry Horner Mothers Guild*, 824 F. Supp. at 812.

²³ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3116 (N.D. Ill. Nov. 12, 1991) (order granting motion for class certification). They alleged that by failing to maintain the Horner developments, CHA and HUD had, in effect, “demolished” Horner in violation of Section 1437 of the United States Housing Act, 42 U.S.C. § 1437 (2000), the Annual Contributions Contract between CHA and HUD, and the tenants’ individual leases.

Horner and requiring them to maintain reasonably full occupancy at the development, after, among other things, making all the residential units there habitable.²⁴

In 1995, the *Horner* parties reached agreement on the terms of a consent decree that would resolve the litigation.²⁵ In April 1995 the *Horner* court, Judge James B. Zagel, presiding, approved the consent decree. Under the decree, Horner was to be redeveloped in phases, with demolition phased so that displacement would be minimized. Each Horner family was to be offered their choice of replacement housing and for each Horner unit demolished, one replacement unit would be provided. In May 1995 the Horner families living in the high-rises of the Horner Homes and Extension (the families who would be moving in Phase I of the redevelopment effort) were given detailed presentations by plaintiffs' counsel describing the residents' four replacement housing choices.²⁶ Of the Phase I families who made selections,

²⁴ See *Henry Horner Mothers Guild*, No. 91 C 3116 (certifying plaintiff class); *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, 780 F. Supp. 511 (N.D. Ill. 1991) (denying the defendants' motions to dismiss); *Henry Horner Mothers Guild*, 824 F. Supp. at 808 (denying the parties' cross-motions for summary judgment and setting case for trial).

²⁵ Under the agreement, the eight Horner Homes and Extension high-rises would be demolished (a total of 1,033 units), the Horner Homes and Extension mid-rises would be rehabilitated (a total of 633 units), the Horner Annex residents would be permitted to take a "non-binding" vote on whether the Annex should be rehabilitated or demolished, and one-for one replacement housing would be offered for each Horner unit demolished.

However, the *Horner* parties could not obtain the *Horner* consent decree without first reaching agreement with the *Gautreaux* plaintiffs. In Chicago, construction of new public housing units is governed by orders in the case of *Gautreaux v. Chicago Housing Authority*, 296 F. Supp. 907, 909 (N.D. Ill. 1969). Under these orders, CHA had to construct one unit of housing in a General Area (defined as containing 70% or more white population) for every unit constructed in a Limited Area (defined as containing 30% or more African-American population). In 1981, the *Gautreaux* court had added a third area where public housing units could be built, a Revitalizing Area. This area was defined as a "neighborhood that has a large minority population and is undergoing redevelopment such that the area is expected to become integrated within a short period." *Gautreaux v. Landrieu*, 498 F. Supp. 1072, 1073 (N.D. Ill. 1981). If public housing units are built in a Revitalizing Area, CHA does not have to match them on a one-for-one basis. Because the *Horner* parties wanted to provide Horner residents replacement housing in the form of newly constructed units located only on the site of the original Horner buildings and in the surrounding Near West Side community, they had to convince the *Gautreaux* plaintiffs, the *Gautreaux* Receiver, and ultimately the *Gautreaux* court that the Horner redevelopment effort was located in a Revitalizing Area.

All the parties agreed that the Near West Side community was, in fact, a Revitalizing Area as defined by the *Gautreaux* court. But they did not agree on the number of units to be provided to the Horner residents, most of whom were extremely low-income families. In this sense, there was a tension that existed among the parties about how best to achieve integration, while at the same time providing a sufficient number of units for the Horner families. Ultimately, the parties reached a compromise: the *Gautreaux* plaintiffs would agree that Horner area was located in a Revitalizing Area so that the consent decree among the *Horner* plaintiffs, CHA and HUD could be entered by the *Horner* court, but the parties would defer the ultimate issue of how many of the new units would be provided to Horner residents until after they made their choices for replacement housing.

²⁶ The four choices were: (1) remain at Horner in a newly constructed town home unit on the site of the two demolished Horner Extension high-rises or in the Near West Side community, (2) remain at Horner in one of the

roughly 50 percent elected to remain at Horner and 50 percent elected to move out. Of those who elected to remain, only a handful elected to move into a rehabilitated Horner Extension mid-rise.²⁷

The *Horner* plaintiffs and CHA therefore agreed that the three Horner Extension mid-rises could be demolished along with the Horner Extension high-rises, for a total of 466 units. Federal law at the time required these units be replaced on a one-for-one basis.²⁸ Since HUD and the *Gautreaux* plaintiffs agreed to provide additional public housing for higher income families (families between 50 and 80 percent of area median income), the net result was an agreement for a total of 699 replacement units.²⁹ In September 1995, the *Horner* court approved an amended consent decree.³⁰ After the amended consent decree entered, the

two rehabilitated Horner Extension mid-rises, (3) move out of Horner with a five-year tenant-based Section 8 housing certificate, or (4) move out of Horner into one of the *Gautreaux* scattered-site units.

²⁷ Horner counsel's impression of the initial vote is that many Horner Homes and Extension high-rises families were skeptical that the promises made to them in the Horner consent decree would actually be fulfilled. CHA had made numerous unfulfilled promises to residents in the past, so why would the promises of a group of lawyers and a court be any different? Many residents were so fed up with the crime, gang violence and horrible living conditions that they figured their best chance was to get out of Horner as soon as possible. Others, typically those who had resided at Horner the longest, remembered Horner in its glory years and yearned for a return to those times.

²⁸ Consent Decree at 5, *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3116, 5 (N.D. Ill. March 10, 1995).

²⁹ The 699 units would be distributed as follows: (1) Of the 466 newly constructed on-site and neighborhood public housing units, 233 would be provided to the Horner Homes and Extension high-rise residents, and, to achieve a mix of incomes, another 233 public housing units would be provided to families from outside of Horner who had incomes between 50-80 percent of area median income; and (2) To those Horner Homes and Extension mid-rise families who chose to move away from the area with Section 8 certificates or to *Gautreaux* scattered-site units, 233 units would be provided. The *Gautreaux* plaintiffs contributed \$20 million in *Gautreaux* funding for approximately 186 of the 233 on-site and neighborhood units for working families, and the *Horner* plaintiffs obtained \$30 million in funding from HUD for the remaining 280 units.

³⁰ In May 1995, CHA Chairman Vincent Lane resigned, and HUD assumed control of the CHA. HUD and the *Gautreaux* plaintiffs then insisted that the consent decree be changed to eliminate the rehabilitation of the Horner Homes mid-rises. The parties eventually agreed that the mid-rises could be demolished if one-for-one replacement units were provided for each unit demolished. Horner was to be revitalized in phases through a combination of demolition and new construction. However, the Horner Annex residents would be permitted to conduct a "binding" vote whether to have the Annex rehabilitated so that the residents could stay, or to have the Annex demolished and accept one of three remaining choices for replacement housing under the decree. In December 1995, Horner Annex residents voted 57 to 14 in favor of rehabilitation. See Flynn McRoberts, *Residents Opt to Fix Horner, Annex Renovation Will Kick Off Soon*, CHI. TRIB., Dec. 19, 1995, § 1, at 1. Less than two years later, at a cost of \$10 million, the rehabilitation was completed. See Dave Newbart, *CHA Shows Off New Horner Annex*, CHI. TRIB., May 23, 1997, § 2, at 4. In addition, each and every occupied existing Horner unit was inspected by the *Horner* plaintiffs' engineering consultant, and "dangerous and hazardous" conditions were remedied at a cost of \$5 million. New elevators were installed in all the Horner mid-rises, and each mid-rise was tuck pointed and roof repairs were made as needed at a total cost of \$13 million.

Gautreaux Receiver began overseeing construction of the on-site and neighborhood replacement housing in Phase I, which lasted from 1996 to 2000. In Phase I, 466 units of Horner public housing were demolished, and 461 units of public housing were constructed at a cost of \$50 million.³¹

B. Horner Phase II: The Construction of New Mixed-Income Units (2001-2010)

When the amended decree was entered, the one-for-one replacement law was still in effect. However, HUD was actively lobbying Congress to repeal it. The parties agreed in the amended decree that all units demolished in Phase I had to be replaced on a one-for-one basis, whether or not Congress repealed this requirement.³² But, if Congress subsequently repealed the requirement, the parties would have to renegotiate the number of replacement housing units to be provided in Phase II to the remaining Horner residents as a result of future demolition.

In the fall of 1999, with Phase I well underway and Congress having repealed the one-for-one replacement requirement, the *Horner* parties, the *Gautreaux* plaintiffs and the *Gautreaux* Receiver began their negotiations over the provision of Horner Phase II housing. The Horner residents—those residing in the seven remaining Horner Homes mid-rises, were permitted to make their replacement housing choices. This time, over 75 percent of the residents elected to remain at Horner and move to newly constructed or rehabilitated, on-site, mixed income housing. Of the 75 percent who elected to remain, 40 percent of these opted to move to a rehabilitated Horner Homes mid-rise.³³

³¹ Of the 461 units, 233 were reserved for Horner families residing in the Horner high-rises and 228 were reserved for families with incomes between 50-80% of area median income. Of these units, 200 were constructed on the site of the former “Super-block” where the Horner Extension high-rises and mid-rises once stood, and 261 units were constructed in the Near West Side community. Five units of the Near West Side replacement housing could not be built due to problems with one particular site.

³² Amended Consent Decree at 5, *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3116 (N.D. Ill. Sept. 1, 1995).

³³ Horner counsel’s discussion of the vote with the residents revealed four things. First, the Horner Homes mid-rise residents were able to see with their own eyes the construction of the Phase I replacement units, dispelling any doubt over whether the units would actually be built. Second, many of the Horner Homes mid-rise families were friends and relatives of the Horner Extension and Homes high-rise families who moved into the Phase I units. The Homes mid-rise residents were able to visit the inside of the new units and talk to family and friends who were living there. Third, the high vote for mid-rise on-site replacement housing was rooted in a desire for safety. Many Homes mid-

The negotiations over Phase II were more difficult and lasted for over a year.³⁴ The parties eventually turned to a mediator, John R. Schmidt, a former Justice Department attorney, who helped the parties agree on a plan for Phase II.³⁵ The terms of the agreement were entered as an agreed order by the *Horner* court in February 2000.³⁶

The parties then negotiated for ten-months over the precise language of a request for qualifications (RFQ) to solicit bids on the Phase II work. The RFQ, which was issued in November 2000, established the Horner Working Group to select the developer and oversee implementation of Phase II.³⁷ The RFQ drew responses from four developers.³⁸ Ultimately the Horner Working Group selected the Illinois-New Jersey joint venture, the Brinshore-Michaels development team. In Phase II (from 2001-2010), the remaining Horner high-rises and mid-rises are slated to be demolished and an additional 746 mid-rise, low-rise and town-home units will be constructed at a cost of over \$200 million. Of these 271 will be public housing units (248 will be for very low income Horner families) 132 affordable units and 361 market rate units.

rise residents felt safer on upper floors of a mid-rise building rather than in a unit that was located on a ground floor, as many of the new town homes would be. Fourth, the high vote for the mid-rise option was also due to the successful rehabilitation of the Horner Annex in May 1997, which convinced many Horner residents that a rehabilitated Horner mid-rise was a viable replacement housing option for them.

³⁴ See William P. Wilen, *Horner Residents Negotiate Housing Redevelopment Plans*, ILLINOIS WELFARE NEWS, Dec. 2001, available at www.povertylaw.org/advocacy/iwn/index.

³⁵ Under the formula worked out, the total number of units to be built was to be left to the private developer who would be selected by the parties, but a minimum of 220 or 32.5 percent of the total number of units, whichever was greater, would be reserved for the remaining 220 Horner mid-rise families. The remaining Horner Homes mid-rises could be demolished, but two new mid-rises would then have to be constructed (to accommodate the high percentage of Horner families electing the Horner mid-rise option), along with sufficient units to accommodate the choices of the remaining Horner mid-rise residents.

³⁶ Agreed Order, *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3116 (N. D. Ill. Feb. 1, 2000).

³⁷ The seven voting members of the Horner Working Group are CHA, The Habitat Company (as *Gautreaux* Receiver), the Horner Residents Committee, counsel for the *Horner* plaintiffs, counsel for the *Gautreaux* plaintiffs, the Chicago Department of Housing, and the Chicago Department of Planning and Development. Under the Phase II order, the Working Group had to reach agreement with the HRC, or the matter would be resolved by the *Horner* or *Gautreaux* court, depending of the nature of issue.

³⁸ The four developers were: (1) a joint venture between a Boston developer and a Chicago Near West Side community development corporation (238 new public housing units—32.5 percent of the total); (2) a Boston developer (259 new public housing units—34 percent of the total); (3) a Chicago developer (280 rehabilitated units—35 percent of the total); (4) a joint venture of a Northbrook, Illinois and New Jersey developer (292 new public housing units—43 percent of the total).

Phase II.A. (West Haven Park) is now completed, and consists of 155 low-rise and town-home units, of which 87 are public housing units (78 for Horner residents), 31 are affordable units and 37 are market-rate units.

Demolition of all the Horner high-rises has been completed. At the time of the publication of this article, only two mid-rises remain. They house the last of the Horner families, who will be moving into their new housing under the amended decree and agreed order starting in mid-2006.³⁹

Thus, in 1995, Horner consisted of 1,775 units of public housing, including 8 high-rise and 11 mid-rise buildings occupied exclusively by very low-income families. After revitalization is completed, Horner will consist of 1,325 units of low-rise and mid-rise mixed-income housing.⁴⁰

III. Measures of Success in Public Housing Redevelopment

Experts have analyzed efforts at public housing redevelopment and have identified several “measures of success,” that constitute objective criteria by which to determine if the redevelopment effort may be deemed successful.

In 1995, Lawrence J. Vale, a policy analyst who studied Boston’s attempts at rehabilitation of three public housing developments in the 1980’s, evaluated various measures of success that commentators had argued were necessary elements of successful public housing

³⁹ Thirty-four of these families will be moving into units reserved for them in the new luxury condominium, mid-rise building (100 N. Hermitage) that was completed in the spring of 2006 in Phase II.B.1. The first Horner families moved in on June 3, 2006. The building is on the same site where the two 16-story, “double high-rise” Horner Homes high-rise buildings of 120 N. Hermitage and 111 N. Wood once stood.

⁴⁰ It will be located on the site of the original Horner buildings as well as in the Near West Side community of Chicago. Of the 1,325 units, 822 are reserved for public housing families (63 per cent of the total of newly constructed or rehabilitated units—the highest of any other CHA new mixed-income development), 132 will be affordable units (10 percent of the total), and 361 will be market rate units (27 percent of the total). Included among the 822 public housing units will be 526 units reserved for very low-income Horner families (or 40 percent of the total units—also the highest of any other CHA new mixed-income development). See Raj Nayak & William Wilen, *Relocated Public Housing Residents Face Little Hope of Return: Work Requirements for Mixed-Income Public Housing Developments*, 38 CLEARINGHOUSE REV. 515, 528 n. 69 (2004) (describing income-mix of revitalized Horner).

development.⁴¹ Vale concluded that there are seven criteria that are significant measures of success. In addition, when redevelopment involves mainly demolition, rather than rehabilitation as studied in Boston, there is an eighth measure of success, the minimizing of displacement.

Vale's seven measures of success, along with the eighth measure involving minimizing displacement, are discussed below. The Horner redevelopment process is evaluated using these eight measures of success.

Smooth Implementation. To the public housing authority, the overriding challenge is to get the job done, at budget, on time. This means "coping with strict budget and timetables," while, at the same time, "managing the complex process of construction and resident relocation."⁴² In the Boston experience, most of the key players in the rehabilitation process attributed the superior performance to the presence of an outside private developer, who, under the "turnkey" process, was able to bypass much of the red tape involved in the public housing redevelopment process.⁴³

Horner's redevelopment efforts, for the most part, have run smoothly, and the process has proceeded at budget and on time. However, in 1997, when the Phase I developer, the *Gautreaux* Receiver, was unable to complete the project in accordance with the timetable as required by the amended decree, the *Horner* court entered an order modifying the construction schedule and ordering the payment of liquidated damages to the Horner residents for further delays.⁴⁴ In 2000, the parties agreed on the selection of an outside private developer, the Brinshore-Michaels team, to implement Phase II of the Horner redevelopment.

Recognized Design Quality. Designers and those who work in the design, development and planning sections of public housing authorities measure this quality of success by the number and kind of awards that professional societies confer on these ventures. The residents, of

⁴¹ Lawrence J. Vale, *Public Housing Redevelopment: Seven Kinds of Success*, 7 HOUSING POL'Y DEBATE 491 (1996).

⁴² *Id.* at 505.

⁴³ *Id.* at 509.

⁴⁴ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316 (N.D. Ill. Dec. 20, 1996).

course, evaluate design quality every day. The Boston public housing residents noted the most important changes to them included larger rooms, more convenient layouts, better kitchen facilities, second bathrooms in larger apartments and laundry room hook-ups.⁴⁵ In addition, good design improves the image of public housing not only in the eyes of the residents, but also of the general public, who ultimately decide its future funding.

In November 2003, the United States Government Accountability Office (GAO) studied resident issues and changes in neighborhoods in 20 public housing redevelopment efforts across the country.⁴⁶ The GAO noted that, “[i]t is generally accepted among researchers that housing values represent the best available index of expectations regarding future economic activity in an area.”⁴⁷ Therefore, the GAO then looked at housing values in the 20 sites studied, and found that “[a]verage housing values increased in 13 of the 20 HOPE VI neighborhoods, ranging from a minimum of 11 percent in Tucson to a maximum of 215 percent in Chicago (Henry Horner).”⁴⁸ The Horner redevelopment consisted of new units constructed not only on the sites of the original Horner buildings, but also in the surrounding Near West Side community of Chicago. Therefore, the redevelopment effort helped to upgrade not only Horner but the entire neighborhood as well.

The redevelopment of Horner has been recognized by professional societies. In February 2005, the Local Initiative Support Corporation/Chicago, among others, selected Phase II.A .of Horner (consisting of 155 units of newly constructed housing—37 market rate units, 31 affordable units, and 87 public housing units) as the best for-profit neighborhood real estate project in Chicago for 2005.⁴⁹ The award stated, in part, that, “Since over half of its leaseholders

⁴⁵ Vale, *supra* note 41, at 511.

⁴⁶ See U.S. GOV'T ACCOUNTABILITY OFFICE, PUBLIC HOUSING: HOPE VI RESIDENT ISSUES AND CHANGES IN NEIGHBORHOODS SURROUNDING GRANT SITES (2003), <http://www.gao.gov/new.items/d04109.pdf>.

⁴⁷ *Id.* at 26.

⁴⁸ *Id.*

⁴⁹ See Jeanette Almada, *Westhaven Park Developer Honored for Rental Project*, CHI. TRIB., Mar. 13, 2005, §16A, at 2; see also Chicago Neighborhood Development Awards, 2005 Outstanding For-Profit Real Estate Project, http://www.lisc-cnda.org/2005.php?recipient=west_haven (last visited Mar. 30, 2006).

are former Horner residents, the development team partnered with social service providers for case management, job training and placement assistance. Residents and other local people were hired to work on project construction and maintenance. Praised as a ‘national model for public housing transformation,’ West Haven Park Apartments is the Outstanding For-Profit Neighborhood Real Estate Project for 2005.”⁵⁰ In August 2005, *Multifamily Executive* magazine awarded Phase II A. of Horner the “Grand” Project of the Year in the Mixed Income Category.⁵¹

Finally, the residents have been intimately involved in the design process, by reviewing and approving the designs of the buildings. At the Horner Annex, the architects met every week with the residents during the rehabilitation process, and adopted many resident suggestions concerning the design the units, the size of the rooms, the configuration of the apartment, and location of laundry room hook-ups.

Improved Tenant Organizing Capacity. According to Vale, the key here is to help the residents become active and influential decision-makers in their developments. This, in turn, builds their skills to attract additional resources. In Boston, the housing authority officials recognized from the outset that transformation of public housing could not simply be imposed on the residents, but must emerge through negotiation. There the redevelopment was preceded by years of resident organizing. After redevelopment, 80 percent of the residents who had lived through the entire redevelopment process in two of the developments stated that the tenants themselves played the leading role. At one of the developments, the tenants association entered into a binding agreement with the housing authority and a private management company. The agreement continues to govern future management activities and allows the tenants association to fire management with 30 days’ notice. In short, the redevelopment process was “intended to lessen the social costs of distant and top-down management.”⁵²

⁵⁰ Chicago Neighborhood Development Awards, *supra* note 49.

⁵¹ 2005 *Multifamily Executive Award Winners: Cultural Changes*, MULTIFAMILY EXECUTIVE, Nov. 2005, at 50.

⁵² Vale, *supra* note 41, at 515.

In its November 2003 report, the GAO found that of the 20 sites studied, Horner Phase I (consisting of 551 newly constructed or rehabilitated public housing units), had the highest level of resident participation in the redevelopment process: “Under a settlement agreement, any decisions regarding the revitalization of Henry Horner Homes in Chicago are subject to approval of the Horner Residents Committee.”⁵³ For over ten years, the seven members of the Horner Residents Committee (HRC) have met on a monthly basis and at “special call” meetings as necessary, and monthly with other Horner tenant leaders, to determine the position of the HRC on the various redevelopment matters. The positions taken by the HRC were determined based on observations and experiences of the HRC members themselves, by input they received from Horner residents, and by information provided to them from their counsel and the HRC’s consultants, a city planner and a structural engineer.⁵⁴ Each and every action of the CHA, the developer and Horner management was subject to their reaching agreement with the HRC before implementing the action. As described below, occasionally the *Horner* court, or, under the Phase II order, the Horner Mediator, John Schmidt, would ultimately have to resolve the issue when the HRC and defendants could not reach agreement. But for the most part, the redevelopment proceeded under the watchful eye of the HRC and through the process of the HRC reaching agreement with CHA, the developer and Horner management.

Enhanced Maintenance and Management Performance. Many housing authorities and other stakeholders measure success by whether management has performed well. In Boston, the developments managed by private management companies out-performed those managed directly by the housing authority.⁵⁵ There, private management set and enforced high standards,

⁵³ U.S. GOV’T ACCOUNTABILITY OFFICE, *supra* note 46, at 4.

⁵⁴ The amended decree allows the HRC to expend \$150,000 each year in development funds for such consultants. When the *Gautreaux* Receiver refused to pay the HRC’s consultants for work performed in litigation, the *Horner* plaintiffs filed a motion with the *Horner* court to compel such payments. In December 1999, the *Horner* court granted the *Horner* plaintiffs’ motion, and the HRC’s consultants were paid for the work they performed in litigation undertaken on behalf of the residents. *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316 (N.D. Ill. Dec. 13, 1999).

⁵⁵ Vale, *supra* note 41, at 516.

and had maintenance carried out by on-site staff trained in multiple trades. The residents themselves formulated a set of community rules, with written standards for maintenance activities. Over a ten-year period, residents have accepted responsibility for upkeep and behavior in the development, and both management and the residents seem committed to enforcing high standards.⁵⁶

At Horner, CHA and Horner management must consult and attempt to reach agreement with the HRC on virtually every aspect of the redevelopment effort, including tenant assignments to new units, selection of higher income, non-Horner families for residency in units reserved for families with 50—80% of area median income for Phase I and 50-60% of area median income for Phase II, approving “family splits” whereby an adult household member with children may separate from the original leaseholder and obtain their own apartment, the timing and manner of management inspection of tenant apartments, the automobile towing policy, the timing and manner of HRC “walk-down” inspections of both new and existing units, the role of Horner social service agencies, and all major contracts.

In 2000, the HRC was encountering difficulties with Horner management when the new, CHA-supported management company consistently failed to follow the provisions of the decree. In 2001, the *Horner* plaintiffs filed a contempt motion against CHA and Horner management, seeking to compel compliance with the amended decree. The Court ruled that all of the items listed above had to be negotiated with the HRC.⁵⁷

Improved Security. In redevelopment efforts, residents and management not only have to deal with on-going construction and rehabilitation, but also with external forces (such as criminal activity, gangs, guns, and drugs). Much if not most of the crime in public housing is related to “troubled surrounding areas.”⁵⁸ Residents in Boston stated that the most important

⁵⁶ *Id.* at 518.

⁵⁷ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316, 2001 U.S. Dist. LEXIS 13605 (N.D. Ill. Aug. 30, 2001).

⁵⁸ *Vale*, *supra* note 41, at 519.

aspects to improving security involve enhanced community policing, private security firms, and stricter management practices.

At Horner, security has improved over the years, but criminal activity is still an on-going concern, including in Phase II West Haven Park. In 1997, the Horner parties agreed to set up the Horner Security Committee where security matters are discussed at monthly meetings. The committee is chaired by John Schmidt, the Horner mediator and former Justice Department attorney. At these meetings, the status of each eviction action brought against Horner residents is reviewed, reports of recent criminal activity are discussed, and methods to increase the effectiveness of police protection at Horner are proposed for implementation. The meeting is attended by the local police district commanders, Horner management personnel, representatives from the CHA legal department, the HRC president, and since January 2005, by the new Horner Local Advisory Council President

Progress on Socioeconomic Development. Redevelopment of public housing should redevelop not only the physical structures of the development, but should also address the root causes of poverty that forced residents into public housing in the first place. In the 1990's, under the federal HOPE VI program, public housing authorities have focused on efforts to achieve an economic mix and to develop "consolidated and coordinated" social service facilities to improve resident self-sufficiency.⁵⁹ In Boston, the housing authority abandoned its plans for a mixed-income community, but did enhance its tenant screening process. Vale concludes that this, in turn, may well have increased the number of employed residents.⁶⁰

At Horner, *Horner* counsel, with the assistance of two social services agencies, Treatment Alternatives for Safe Communities (TASC) and Horner Service Connector, the Home Visitors Program (HVP), represents all of the individual Horner residents in their disputes with

⁵⁹ *Id.* at 522.

⁶⁰ *Id.* at 523.

CHA, the developer and Horner management.⁶¹ In addition, *Horner* counsel meets regularly with Horner management in one-on-one sessions where *Horner* counsel is permitted to follow-up on existing matters and to resolve emerging ones. *Horner* counsel works closely with TASC and HVP in resolving many different kinds of individual disputes relating to the resident's moving into and remaining in the new units.⁶² These efforts have resulted housing stability for the Horner families moving into mixed-income Phase II units. Of the 78 Horner families who moved into West Haven Park from December 2003-June 2004, 77 are still residing in their units, due mainly to the efforts of the two social service agencies in helping the families resolve issues with Horner management.

Resident Satisfaction. If the redevelopment effort results in the creation of an attractive, safe and stable community, where many of those who could choose or afford to leave, choose instead to stay, then the effort warrants "the highest praise."⁶³

As noted above, in Phase I, about 50% of the residents who could choose to leave did so.⁶⁴ However, in Phase II, after the successful completion of Phase I, over 75% of the residents who could choose to leave opted to stay.⁶⁵ In Phase II, all of the residents who opted to stay still remain at Horner.

Minimizing Displacement. Given that Horner involved mainly demolition of the development, rather than only rehabilitation of developments as studied by Vale in Boston, an eighth measure of success is the minimizing of resident displacement. Since all residents are literally "displaced," when a building is torn down, redevelopment efforts should minimize the

⁶¹ These disputes include issues about the conditions of their apartments, obtaining "family-splits" and transfers, and adding persons to their lease (particularly in situations when a parent or child has become disabled and needs the live-in assistance of the leaseholder).

⁶² If management attempts to evict a Horner resident for cause, it must first provide notice of the intent to evict to the *Horner* counsel. *Horner* counsel will then either attempt to resolve the issue with management, or refer the client to organizations who can provide legal representation in the eviction action. In this manner, the issues of individual Horner residents affected by the redevelopment plan are addressed and resolved.

⁶³ Vale, *supra* note 41, at 525.

⁶⁴ *See id.* at 9.

⁶⁵ *See id.* at 11.

costs and burdens of relocation. Important measures here are the number of residents who are forced to leave the site, the time period between people having to leave the development and their ability to move into a new unit, and the extent to which families are able to move into the remaining units on site in the interim between the demolition of their building and the construction and occupancy of the new housing. As set forth below, the Horner redevelopment effort successfully minimized displacement of Horner residents.

IV. The Reasons Why the Horner Redevelopment Effort Was Successful

As concluded above, the Horner redevelopment has met all the objective criteria that make for a successful public housing redevelopment effort. The question then naturally arises why has the Horner redevelopment achieved the measures of success that it has. I believe Horner's successful redevelopment effort was due primarily to five reasons: (1) phased demolition, (2) reasonable screening criteria for public housing residents to return to the revitalized development, (3) effective resident participation in the redevelopment process, (4) the existence of enforceable procedures to protect residents' interests, and (5) social services to and representation of all individual residents.

1. Demolition Was Phased To Minimize Resident Displacement.

Demolition must be phased in order to minimize displacement of public housing residents. If demolition is not phased, the likely result will be the re-segregation of the displaced residents into other poor, black areas of the community. That is what happened in Chicago.⁶⁶ There is no reason to think that it is not happening in other cities undergoing public housing revitalization efforts.

At Horner, CHA phased its demolition. CHA began demolition on two vacant 16-story Horner Extension high-rises, and on three adjacent Horner Extension mid-rises, two of which were sparsely populated. The existing residents were consolidated, first into one of the Horner Extension mid-rises and then into one of the existing Horner Homes mid-rises. The vast

⁶⁶ See *infra*, notes 91 and 92 and accompanying text.

majority of Horner residents remained in their units until their replacement housing was constructed and provided to them. In fact, the residents of the occupied Horner Extension high-rises could look out their windows and see the construction of their new units taking place right before their very own eyes. Thus, none of the Horner Homes and Extension high-rise residents who elected on-site or neighborhood replacement housing at Horner during Phase I were forced to leave the Horner development prior to being provided replacement housing. Most of the residents remained in their original units until their new units were ready.

At the Horner Annex, none of the residents had to vacate the building during rehabilitation. By rehabbing the building in phases and moving tenants to another unit in the building while their unit was being rehabbed, all of the Annex residents were allowed to remain in the building during the rehabilitation process.

In Phase II, at the Horner Homes, residents from five of the mid-rise buildings either moved directly into their replacement housing as it was constructed in Phase II.A (West Haven Park) or were consolidated into the two remaining mid-rises, where they currently await construction of their new housing in Phases II.B.1 and II.B.2.

2. Reasonable Screening Criteria Allowed Residents a Reasonable Opportunity to Move into Replacement Housing.

Eligibility requirements for obtaining the newly constructed units in mixed income communities must allow a reasonable opportunity for residents to actually move into the replacement housing. If demolition has not been phased, if residents have been temporarily displaced, and if eligibility requirements to return are unreasonable, then the majority of Chicago public housing residents will remain re-segregated in the poorest black areas of the south and west sides of Chicago or will become homeless.⁶⁷

⁶⁷ See *infra*, notes 91 and 92 and accompanying text.

Horner families must meet only five basic criteria.⁶⁸ Residents are judged only on their behavior on or after April 4, 1995 (the date the *Horner* consent decree was entered). All the basic eligibility requirements are “prospective,” in the sense that nothing in the family’s pre-1995 criminal history or other past conduct can be used by CHA to prohibit a family from being eligible for a replacement unit. All of the Horner families were made aware at the time the *Horner* consent decree was entered that they themselves controlled whether they would be eligible for a replacement unit. Having been informed about the prospective nature of the eligibility requirements, each family knew what it had to do or not to do in the future to remain eligible.

As the first replacement housing units started becoming available, the *Horner* parties agreed to an additional screening process in a Phase I Memorandum of Agreement, which was signed in June 1997.⁶⁹ Because Phase II involved tax-credit and other financing, the parties agreed to a Phase II Memorandum of Agreement signed in December 2002.⁷⁰ The Horner screening process, together with case-managed social services, results in nearly 90 percent of the Horner families being able to move into the new units.

⁶⁸ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316, Exhibit C (N.D. Ill. Apr. 4, 1995) (order approving consent decree) (listing the five Horner screening criteria, which are: (1) the family must not “voluntarily vacate” their current Horner unit; (2) the family must not be evicted pursuant to court order; (3) the leaseholder must not be convicted of any felony involving physical violence to persons or crimes against property that adversely affect the health, safety, or welfare of other persons, or the misdemeanors of aggravated assault, unlawful use of a weapon, battery, or criminal damage to property; (4) any household member must not be convicted of the above felonies or misdemeanors unless the leaseholder agrees to exclude the convicted household member from the household; and (5) the family must not unreasonably refuse to participate in a “family needs assessment” to determine the family’s needs, if any, in terms of employment, day care, transportation, literacy, parenting skills, substance abuse problems, and similar matters).

⁶⁹ Memorandum of Agreement between the Chicago Housing Authority and the Horner Residents Committee (June 6, 1997) (on file with author). Under the agreement, CHA and/or Horner management were given the right to seek a “deferral” of families in certain circumstances, such as poor housekeeping, the pendency of a criminal case involving disqualifying felonies or misdemeanors, a resident’s failure to retain custody of household members, or failure to attend replacement housing orientation. If it cures the reason for deferral, the family again becomes eligible for replacement housing.

⁷⁰ Memorandum of Agreement between the Chicago Housing Authority and the Horner Residents Committee (December 1, 2002) (on file with author). The agreement provided CHA and/or Horner management additional grounds to seek a deferral, such as if the household income exceeded applicable tax credit limits, if all members of the family are full-time students and no one qualifies for an eligibility exemption, or if admission would otherwise violate applicable restrictions under the various funding mechanisms involved in Phase II.

3. Effective Resident Participation in the Redevelopment Process Endowed the Residents With a Stake in the Outcome.

There must be effective resident participation in the decision-making process of the redevelopment effort so that residents will have a stake in the outcome, and the housing authority, the developer, or management must not compromise resident leadership.

In Chicago, resident leadership takes the form of Local Advisory Councils (LACs). LAC members are elected by the development residents in public housing authority tenant elections that are held every three years. Each development is divided into “buildings, blocks or areas.” Residents run for representative positions on the LAC from each such designated place in the development. Residents also elect the President, Vice-President, Secretary and Treasurer of the LAC. Each LAC President is permitted a seat on the citywide Central Advisory Council (CAC). Federal regulations charge the CAC to represent the interests of all the public housing residents.⁷¹

Many public housing advocates have noted over the years that at most LACs, the resident leadership is closely aligned with CHA, the developer and/or development management. Indeed, at Horner, the Henry Horner Mothers Guild sought to elicit the LAC’s participation in filing their lawsuit but to no avail. This refusal was not surprising—since the LACs were created in 1966, only one LAC had ever sued CHA, the Cabrini-Green LAC, under the activist tenant leadership of Carol Steele, in 1996 and again in 2004.⁷² The Henry Horner Mothers Guild and the individual *Horner* plaintiffs and applicants were left to litigate the lawsuit without the support or participation of the official resident leadership.

However, after four years of litigation, and settlement negotiations taking place, the *Horner* plaintiffs realized that they would have to reach agreement with the official Horner resident leadership if the case were to be settled, and the settlement successfully implemented

⁷¹ See generally, 24 C.F.R. § 964.100 (2005).

⁷² See *Cabrini Green Local Advisory Council v. Chi. Hous. Auth.*, No. 96 C 6949, 1997 U.S. Dist. LEXIS 625 (N.D. Ill. Jan. 21, 1997).

and enforced.⁷³ So, in 1995, the Horner LAC and the *Horner* plaintiffs agreed to the appointment of a seven-member resident committee called the Horner Residents Committee (HRC), which would consist of seven Horner LAC members. The *Horner* plaintiffs and the Horner LAC then agreed on “rules and procedures for the operation of the HRC.”⁷⁴ Under the amended decree, the CHA, development manager and Horner management have to negotiate and attempt to reach agreement with the HRC on all aspects of the redevelopment effort. If agreement cannot be reached, the parties may present the matter to the *Horner* court for resolution. As the *Horner* court subsequently described the process: “An amended decree governs the relationship of the parties in this case and I am charged with refereeing disputes, armed with the contempt power of this court.”⁷⁵

4. Enforceable Procedures to Protect Residents’ Interests Allowed Resident Issues To Be Resolved Fairly.

There must be enforceable procedures to protect the residents’ interests when problems arise. Such problems at Horner included when delays occurred in construction of replacement housing, when other stakeholders objected to aspects of the on-going redevelopment process, or when the developer, the housing authority or the management company failed to follow agreed-upon rules and procedures.

In the *Horner* case, the *Horner* court or the *Horner* Mediator resolves these types of issues. For example, as noted above, in 1996 when the *Gautreaux* Receiver had failed to construct the new Phase I units in the time period required by the amended decree, CHA ultimately filed a motion with the Horner court to set a new schedule of construction. The

⁷³ The housing authority was not interested in setting a precedent of excluding the LAC from decisions regarding redevelopment. Such action would encourage litigation by non-LAC-supported groups at other developments, effectively sending a negative signal to the other LACs. In addition, the decree would take on more legitimacy in the eyes of CHA, the CAC, and the other LACs if the Horner LAC had a role to play in the redevelopment effort.

⁷⁴ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316, Exhibit A, ¶ 16 (N.D. Ill. Apr. 4, 1995) (order approving consent decree).

⁷⁵ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316, 2001 U.S. Dist. LEXIS 13605, at *3 (N.D. Ill. Aug. 30, 2001) (order denying CHA’s motion to implement 284-1, 284-2, and 284-3 and denying Plaintiff’s motion for contempt and injunctive relief).

Horner court, in granting the motion, determined that the difficulties of completing the project with the decree's deadlines and the inability of the Receiver to act within the constraints of the decree constituted unforeseen circumstances. But the court ordered the *Gautreaux* Receiver to pay liquidated damages (\$6 per day per unit to the Horner residents) if further delays occurred.⁷⁶

In 1997, when the *Gautreaux* plaintiffs (some of whom were also *Horner* class members) disagreed with *Horner* class counsel regarding the screening for Horner residents moving into the new Phase I units, the *Gautreaux* plaintiffs filed a motion for intervention with the *Horner* court to resolve the "sharply divergent" positions of respective counsel.⁷⁷ In August 1997, the *Horner* court denied the motion, finding in part that the *Horner* class counsel adequately represented the *Gautreaux* plaintiffs because they have the same ultimate objective—the revitalization of the Horner development.⁷⁸ However, the parties subsequently entered into the Phase I Memorandum Agreement, which gave CHA and Horner management additional authority to screen tenants for Phase I units.⁷⁹ The parties also agreed to set up the Horner Security Committee, which meets regularly to discuss and resolve Horner security issues.

As noted above, in 2000, the *Horner* plaintiffs were encountering difficulties with Horner management when the new, CHA-supported management company consistently failed to follow the provisions of the decree. In 2001, they filed a contempt motion against CHA and Horner management, PM One, seeking to compel compliance with the amended decree.⁸⁰

⁷⁶ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316 (N.D. Ill. Dec. 20, 1996) (order granting CHA's motion to modify the consent decree).

⁷⁷ *Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316 (N.D. Ill. Aug. 7, 1997) (order denying the motion of the *Gautreaux* Plaintiffs to intervene based on Fed. R. Civ. P. 24(a)) (the *Gautreaux* plaintiffs alleged that four main problems existed with the redevelopment effort: (1) that inadequate procedures for the timely tenanting by Horner families were frustrating the fundamental housing purposes of *Gautreaux* funding at Horner; (2) that there was an inadequate program for providing transitional assistance to tenants moving into Horner replacement units; (3) that there were inadequate eviction procedures at Horner; and (4) that inadequate security at Horner was threatening the revitalization objective).

⁷⁸ *See id.*

⁷⁹ Memorandum of Agreement between the Chicago Housing Authority and the Horner Residents Committee ¶ 3 (June 6, 1997) (on file with author).

⁸⁰ *See Henry Horner Mothers Guild v. Chi. Hous. Auth.*, No. 91 C 3316, 2001 U.S. Dist. LEXIS 13605, at *21 (N.D. Ill. Aug. 30, 2001) (order denying CHA's motion to implement various management policies without HRC approval).

In 2003 and 2005, the Horner plaintiffs encountered problems with CHA when it refused to provide Horner on-site replacement units to family members to whom CHA had granted a “family-split.” Under the decree, adult family members with children of their own are allowed to “split off” from the family and obtain their own new unit. CHA insisted that these families were only entitled to a Section 8 Housing Choice Voucher. The Horner Mediator resolved the issue in favor of the *Horner* plaintiffs, ruling that the split families could receive new housing in West Haven Park rather than being forced out of Horner with a Section 8 voucher as CHA was insisting.⁸¹

5. Social Services to and Representation of All Individual Residents Helped Residents Transition into and Remain in Revitalized Public Housing.

Each individual public housing resident must be assisted by competent social service providers, and an ombudsman or other representative, including legal representation when necessary. These services help residents maintain residency, resolve issues relating to the residents’ current housing, assist the residents in meeting the eligibility for replacement housing, and deal with issues arising after moving into the replacement housing. The most important of these issues involve adapting to life in mixed-income communities.

Under the Horner screening criteria, the *Horner* parties contemplated that each Horner Phase I family would be provided a “family needs assessment” by a social services organization prior to moving into the new units.⁸² But Phase I Horner families moved without the benefit of a family needs assessment because CHA failed to contract for such services. However, all of the

and denying Plaintiff’s motion for contempt and injunctive relief) (determining all redevelopment matters had to be negotiated with the HRC).

⁸¹ See Letter from John R. Schmidt, Med. for Henry Horner Mothers Guild v. Chi. Hous. Auth. and HUD to William P. Wilen, Horner Class Counsel, and Maria Sewell-Joseph, Senior Staff Counsel for CHA (Oct. 9, 2003) (on file with author) (directing CHA to provide replacement housing to Horner class members granted family splits in the new Phase II West Haven Park part of Horner, rather than being forced to leave the Horner community with Section 8 Vouchers as CHA was insisting); see also Letter from John R. Schmidt, Med. for Henry Horner Mothers Guild v. Chi. Hous. Auth. and HUD to William P. Wilen, Horner Class Counsel, and Maria Sewell-Joseph, Senior Staff Counsel for CHA (Feb. 11, 2005) (on file with author).

⁸² Henry Horner Mothers Guild v. Chi. Hous. Auth., No. 91 C 3316, Exhibit C, ¶ E (N.D. Ill. Apr. 4, 1995) (order approving consent decree).

Phase II Horner families received case-managed social services by TASC prior to and after moving into the new units. These services include the conducting of a complete “family needs assessment” in the family’s apartment. TASC then provides pre- and post- move social service counseling and referrals to ready the family for the move to mixed-income housing and to deal with issues that will arise after they move. In addition, many Horner residents utilize the services of HVP to assist them in resolving issues. The Phase II results have promoted stable housing: 77 of the 78 Phase II families from the Horner Homes mid-rises who moved into West Haven Park from December 2003-June 2004 are still residing in their units.⁸³

Regarding representation of individual residents, *Horner* counsel, with the assistance of Treatment Alternatives for Safe Communities (TASC) and Horner Service Connector, the Home Visitors Program (HVP), represents all of the individual Horner residents in their disputes with CHA, the developer and Horner management.⁸⁴ In addition, *Horner* counsel meets regularly with Horner management in one-on-one sessions where *Horner* counsel is permitted to follow-up on existing matters and to resolve emerging ones. *Horner* counsel works closely with TASC and HVP in resolving many different kinds of individual disputes relating to the resident’s moving into and remaining in the new units.⁸⁵

V. How the CHA’s Redevelopment Efforts Minimize the Protection of Residents’ Interests

⁸³ This is not to say that issues have not arisen. Rather I suggest that the residents and their families, represented by Horner counsel and assisted by TASC and HVP, have been able to resolve issues short of eviction. As part of the Phase II Management Plan, Horner residents have the right in “one-strike” cases (involving drugs, guns, or certain other criminal conduct) to meet privately with Horner management prior to any eviction action being filed. These meetings represent an attempt to resolve the matter. In several cases since December 2003, Horner management has agreed to settle eviction actions if the resident agrees to seek treatment when the conduct involved illegal drugs and to refrain from further drug-related criminal conduct for a period of one year. All of the residents involved in these cases successfully completed their treatment and probationary period. They are now once again tenants in good standing at West Haven Park.

⁸⁴ These disputes include issues about the conditions of their apartments, obtaining “family-splits” and transfers, and adding persons to their lease (particularly in situations when a parent or child has become disabled and needs the live-in assistance of the leaseholder).

⁸⁵ If management attempts to evict a Horner resident for cause, it must first provide notice of the intent to evict to the *Horner* counsel. *Horner* counsel will then either attempt to resolve the issue with management, or refer the client to organizations who can provide legal representation in the eviction action. In this manner, the issues of individual Horner residents affected by the redevelopment plan are addressed and resolved.

The Horner redevelopment effort affects several hundred Chicago public housing residents. On the other hand, CHA's ongoing redevelopment efforts affect several thousands of Chicago public housing residents. Therefore, it is a fair question to inquire how these residents are faring compared to those at Horner. The objective answer is that they are not faring nearly as well.

No Phased Demolition. Although CHA had been considering massive demolition of its inventory of housing since 1995, CHA finally reached agreement with HUD and the tenants' Central Advisory Council in 2000 on a redevelopment plan, the Plan for Transformation.⁸⁶ CHA is now in its seventh year of its 10-year redevelopment plan, funded in large significant part by the federal HOPE VI program. Under the Plan, CHA will demolish its entire inventory of high-rise and mid-rise housing, and in some cases, low-rise housing (about 22,000 units). CHA will then rebuild or rehabilitate 25,000 very low-income public housing units over a 10-year period (2000-2009). Approximately 6,200 units will be constructed in mixed-income communities.

Under the Plan for Transformation, CHA did not phase the demolition as was done at Horner. Rather, wrecking balls swung and bulldozers rolled from one end of CHA developments to the other, forcing residents to move temporarily to other units in the development.⁸⁷ Eventually, many had to move out with a Section 8 Housing Choice Voucher, or to other, unrehabilitated public housing developments.

As of September 2005, demolition had far outpaced new construction and rehabilitation.⁸⁸ Due to the massive demolition and lack of newly constructed or rehabilitated

⁸⁶ See Nayak & Wilen, *supra* note 40, at 516-519 (describing the history and background of CHA's Plan for Transformation from 1995-2005).

⁸⁷ THOMAS P. SULLIVAN, INDEPENDENT MONITOR'S REPORT TO THE CHICAGO HOUSING AUTHORITY AND THE CENTRAL ADVISORY COUNCIL REGARDING PHASE III-2003 OF THE PLAN FOR TRANSFORMATION 7 (2004).

⁸⁸ CHA has demolished 18,997 units as of September 2005, which is 88 percent of the total 21,647 units to be demolished under the Plan. Most of this demolition occurred in developments slated to become mixed income communities These developments are: Cabrini-Green, Henry Horner, Rockwell Gardens, ABLA, Stateway Gardens, Robert Taylor Homes, Madden/Wells/Darrow, the Lakefront properties and Washington Park. For CHA's description of these mixed income communities, see CHI. HOUS. AUTH., *Chapter 1: Transforming Chicago's Public Housing*, in FY2006 MOVING TO WORK ANNUAL PLAN, PLAN FOR TRANSFORMATION YEAR 7 6-34 (2005), http://thecha.org/transformplan/files/fy2006_chapter1.pdf. [hereinafter *Chapter 1*, FY2006]. In contrast, CHA had constructed or rehabilitated only 1,937 units in mixed-income housing, which is only 31 percent of the 6,219 units

housing, as many as 4,851 CHA families, who are members of the *Gautreaux* plaintiff class, were forced to relocate involuntarily from their public housing units with Section 8 Housing Choice Vouchers.⁸⁹ Between 1995 and 2005, they moved into the private market.⁹⁰

CHA had entered into a Relocation Rights Contract with the residents that promised to help displaced families move into neighborhoods more racially and economically integrated than those from where they were displaced. The CHA's relocation process produced the opposite result. CHA residents were relocated by CHA into neighborhoods that were just as racially segregated, and nearly as poor as the communities from where they were forced to move.⁹¹

In order to remedy this situation, the Shriver Center and the Chicago Lawyers' Committee for Civil Rights Under Law litigated the *Wallace v. CHA* case, which was filed in January 2003 and settled in May 2005.⁹² Under the settlement, CHA is obligated to use its "best and reasonable efforts" to provide programs to assist *Wallace* class members to exercise their

scheduled *Id.* at 5. Most of these 1,937 units were the result of litigation settlements, and not due to the Plan. Thus, the 1,937 number is a low number/level of achievement given that CHA is already over six years into the Plan. In addition, the construction of over one-half of the new mixed income units (51 percent or 3,165 units) is slated for completion in 2008 and 2009, the last two years of the Plan. *Id.* at 6.

⁸⁹ See PAUL FISCHER, WHERE ARE THE PUBLIC HOUSING FAMILIES GOING? AN UPDATE 4 (2003) (unpublished manuscript, on file with author); SULLIVAN, *supra* note 87, at 27; CHI. HOUS. AUTH., *Chapter 3: Transitioning Families to New Communities*, in FY2005 ANNUAL PLAN, PLAN FOR TRANSFORMATION YEAR 6 9 (2004), http://thecha.org/transformplan/files/fy2005_chapter3.pdf; CHI. HOUS. AUTH., *Chapter 3: Transitioning Families to New Communities*, in FY2006 MOVING TO WORK ANNUAL PLAN, PLAN FOR TRANSFORMATION YEAR 7 74 (2005), http://thecha.org/transformplan/files/fy2006_chapter3.pdf [hereinafter *Chapter 3*, FY2006]. The number of CHA residents who actually moved with vouchers in 2004 and 2005, and the locations of their moves, are unavailable.

⁹⁰ See generally *Chapter 3*, FY2006, *supra* note 89.

⁹¹ Between 1995 and 2002, of the more than 3,200 families that the CHA forced to relocate with Housing Choice Vouchers, almost 83 percent relocated to neighborhoods that were at least 90 percent African-American. FISCHER, *supra* note 89, at 3. Nearly 50 percent moved to "high-poverty" neighborhoods, where 30 percent or more of the residents are below the poverty line. *Id.* at 5, 6. In 2003, 97 percent of the residents relocated by CHA relocated to areas racially segregated with a significant population of African-American families. SULLIVAN, *supra* note 87, at 42.

⁹² The *Wallace* plaintiffs alleged that CHA was in violation of the federal fair housing laws and its own contractual obligations by failing to provide adequate relocation and effective social services to thousands of families displaced by the CHA's Plan for Transformation. The plaintiffs leveled two other allegations. First, that by failing to provide the services, CHA had perpetuated the segregation of these families by steering them into segregated neighborhoods. Second, that the implementation of its housing programs failed to advance affirmative housing standards. See *Wallace v. Chi. Hous. Auth.*, 298 F. Supp. 2d 710 (N.D. Ill. 2003) (denying CHA's motion to dismiss), *on reconsideration in part*, 321 F. Supp. 2d 968 (N.D. Ill. 2004); *Wallace v. Chi. Hous. Auth.*, 224 F.R.D. 420, 430 (N.D. Ill. 2004) (granting in part plaintiffs' motion for class certification). Business and Professional People for the Public Interest joined the Shriver Center and the Lawyers' Committee in filing suit but later withdrew from the case.

own choices in relocating to economically and racially integrated communities.⁹³ It is too early in the process to assess the effects of the *Wallace* remedies.⁹⁴

Stringent and Arbitrary Screening Criteria. Under the Plan for Transformation, CHA has adopted an especially stringent and arbitrary set of tenant screening criteria, including minimum 30-hour per week work requirements.⁹⁵ Advocates estimate that only 12 to 15 percent of the families displaced will be allowed to return to the mixed-income communities being constructed on the sites of their former homes.⁹⁶ If these estimates prove accurate, then many of the residents who have been displaced by CHA during the demolition process and who seek to return to their historic communities, newly revitalized and consisting of a mix of incomes, will be denied that opportunity.

⁹³ One such program is the Enhanced Housing Opportunity Program (Enhanced HOP), to which the *Wallace* plaintiffs and CHA agreed to as part of the settlement. Under Enhanced HOP, former public housing residents who have already moved into the private rental market with a Housing Choice Voucher—the majority of the *Wallace* class—will be able to take part. Under Enhanced HOP, residents are entitled to receive several notices of eligibility to participate, to enroll in the program for up to one year, to learn about the benefits of moving to racially integrated communities, and to take tours to such neighborhoods. Enrolled families will receive referrals to at least three units in racially integrated neighborhoods and transportation to view the units. These families will also have access to social services—provided by CHA’s Service Connector Program or by the CHA’s Housing Choice Voucher administrator (CHAC). Families still living in CHA housing but who move with Housing Choice Vouchers in the future will also be able to participate in *Wallace* programs. The CHA will provide them with individual service plans developed with case-workers, small group presentations encouraging moves to racially integrated and low-poverty areas, a community search tour that includes visits to racially integrated and low-poverty housing units, and case-managed social services for 12 months after moving. The settlement allows the Shriver Center and the Lawyers’ Committee to monitor the settlement for three years—by attending meetings, interviewing class members, and receiving progress reports and data from CHA. If the monitoring demonstrates that CHA, CHAC, or their contractors are failing to implement the settlement during the three years period, the *Wallace* plaintiffs may seek to reinstate the case and continue with the litigation.

⁹⁴ According to Richard M. Wheelock, Supervisory Attorney of the Housing Unit at the Legal Assistance Foundation of Metropolitan Chicago (LAFMC), the biggest problem currently facing displaced public housing residents is voucher terminations. CHAC, the agency that administers the Housing Choice Voucher Program in Chicago, due to federal funding cutbacks, has dramatically increased its number of voucher terminations. As a result, the number of CHAC administrative hearings has skyrocketed. LAFMC has been urging CHAC to exercise more discretion over its terminations under its Administrative Plan, but in a large number of cases, CHAC terminates the voucher of the relocated public housing family. In addition, the number of state court cases in the Circuit Court of Cook County, Chancery Division, has also dramatically increased, where residents seek to appeal the termination of their vouchers. Interview with Richard Wheelock (Jan. 27, 2006).

⁹⁵ My colleague at the Shriver Center, Raj Nayak, and I analyzed CHA’s screening criteria and compared them to the screening criteria in use at Horner in Raj Nayak & William Wilen, *Relocated Public Housing Residents Face Little Hope of Return: Work Requirements for Mixed-Income Public Housing Developments*, *supra* note 40, at 522.

⁹⁶ *Id.* at 530.

Less Resident Participation in the Redevelopment Process. Under the Plan for Transformation, the actual decisions about the redevelopment are also made in “Working Group” meetings. As stated by CHA, “the first step in the redevelopment process is the creation of a working group comprised of resident leadership, CHA staff, community partners, the Habitat Company (as *Gautreaux* Receiver) the *Gautreaux* plaintiffs’ counsel and the City of Chicago.”⁹⁷

However, these Working Groups are limited to one or two individual tenant resident representatives. At no Working Group except at Horner does legal counsel for resident leadership sit as a voting member of the Working Group. On most Working Groups, CHA, the *Gautreaux* Receiver, or in some cases, the City of Chicago, have final decision-making authority.⁹⁸ On the Horner Working Group, CHA, the *Gautreaux* Receiver and the City of Chicago have to attempt to reach agreement with the Horner Residents Committee on all aspects of the redevelopment. If agreement cannot be reached, the parties may appeal to the *Horner* or *Gautreaux* court, depending on the nature of the issue.⁹⁹

One of the most important functions of the Working Group is to determine the percentage of public housing units in each mixed income development. At Horner, through the process described above, 63 percent of the replacement housing units will be for public housing residents. At other CHA family developments, as a result of the decisions of the Working Groups, the percentage of public housing units will be substantially lower.¹⁰⁰

⁹⁷ *Chapter 1*, FY2006, *supra* note 88, at 9. Working Groups currently are operating at ABLA, Cabrini Extension North, Hilliard Homes, Henry Horner, Rockwell Gardens, Lathrop Homes, the Lakefront, Madden/Wells/Darrow, Taylor Homes, Stateway Gardens and Washington Park. *Id.* At seven of these Working Groups, resident leadership is represented by its own counsel, the Legal Assistance Foundation of Metropolitan Chicago.

⁹⁸ At Cabrini, as a result of litigation brought on behalf of the Local Advisory Council (LAC) by Richard Wheelock and other attorneys at the Legal Assistance Foundation of Metropolitan Chicago, the LAC may seek to enforce the consent decree before the *Cabrini-Green* court. In some cases, the attorney for the Central Advisory Council (CAC), Robert Whitfield, may appear before the *Gautreaux* court to seek relief for decisions adverse to CHA residents in a particular development, as recently occurred regarding the waiting list at Lake Park Crescent. The CAC is currently appealing the judgment of the *Gautreaux* court on that matter to the Seventh Circuit.

⁹⁹ If the disagreement involves Phase II matters, the parties may first appeal to the Horner Mediator, John Schmidt.

¹⁰⁰ The percentage of public housing units to be built in the various mixed-income communities are: 46 percent at ABLA, 40 percent at the Lakefront, 35 percent at Madden/Wells/Darrow, 33 percent at Stateway, 31 percent at Rockwell, 30 percent at Cabrini Extension North, and 19 percent at Washington Park. *Chapter 1*, FY2006, *supra* note 88, at 13-35.

The Working Groups also determine the entity that will redevelop the area, the type, number and location of structures to be developed, where residents will be temporarily relocated within or outside the development, the screening criteria for residents to obtain their new, replacement housing units, and all other decisions about the redevelopment. Except at Cabrini-Green, where the LAC has a consent decree protecting residents' interests, the CHA and the Working Group's decisions about demolition, relocation, and screening have not been nearly as beneficial to the residents as the decisions made at Horner.

Less Effective Social Services to and Representation of Individual Residents. Under the Plan for Transformation, CHA was slow in initially providing social services to families. CHA's Service Connector Program is charged with providing residents with assistance. The City of Chicago Department of Human Services administers the Service Connector Program. According to CHA, it consists of a "network of well-established social service agencies that provide information, inter-agency referrals, service coordination, and case management to residents living in family properties, as well as to those in the Housing Choice Voucher (HCV) Program."¹⁰¹ The Service Connector Program has offices in 32 Chicago neighborhoods.¹⁰²

The parties to the Plan for Transformation agreed to the appointment of "independent monitors" to review CHA's performance under the Plan, and to issue reports to the CHA and the CAC assessing CHA's conduct in implementing the Plan. CHA's first Independent Monitor, Thomas P. Sullivan, found that in 2002, the Service Connector Program "was grossly underfunded, and therefore was grossly understaffed, with the result that it was only marginally effective in assisting a relatively few residents."¹⁰³ In addition, Mr. Sullivan noted that while the delivery of social services was markedly better in 2003, major problems remained that hampered the ability of the social services counselors to do their jobs.¹⁰⁴ In the fall of 2003, the functions

¹⁰¹ *Chapter 3, FY2006, supra* note 89, at 78.

¹⁰² *Id.*

¹⁰³ SULLIVAN, *supra* note 87, at 59.

¹⁰⁴ *Id.* at 61.

of relocation counselor and service connector were combined into a single agency known as the “Housing and Supportive Services Program.” Mr. Sullivan also found that the social services contracts contained provisions, “which, *if complied with*, should yield much improved results in 2004.” (emphasis in original)¹⁰⁵

CHA’s second Independent Monitor, Rita A. Fry, who evaluated CHA’s performance from April 2004 to May 2005, found that CHA still had not developed adequate reporting systems to evaluate the success of the Service Connector Program:

As the success of the Plan for Transformation depends on the successful re-integration of CHA residents into new developments, the capacity and performance of Service Providers and Service Connectors becomes increasingly crucial. Adequate measures need to be in place to assess the effectiveness of these programs, and data collection efforts need to be maximized to insure that relocating residents have access to necessary services that will support their relocation and growth.¹⁰⁶

Under CHA’s Plan for Transformation, most public housing residents who have been displaced from their developments or who have moved back to mixed-income communities, by and large, go unrepresented. Residents at Cabrini, a development governed by a consent decree, may seek to enforce the decree in litigation before the U.S. District Court. Residents under the Plan for Transformation residing in or hoping to return to developments not covered by consent decrees, may appeal adverse decisions in an administrative hearing process. Chicago’s Department of Administrative Hearings is available for residents to appeal adverse decisions. However, few residents actually utilize this process.

Therefore there is a need to establish a process within the Working Groups where all residents can receive assistance in their disputes with CHA, the developer or project

¹⁰⁵ *Id.* at 64.

¹⁰⁶ RITA A. FRY, *Executive Summary*, in INDEPENDENT MONITOR’S REPORT TO THE CHICAGO HOUSING AUTHORITY AND CENTRAL ADVISORY COUNCIL REGARDING YEAR 6 OF THE CHA PLAN FOR TRANSFORMATION (2005).

management. Otherwise, the residents' interests and the Plan's chances for success will be negatively affected.¹⁰⁷

Conclusion

When transforming and revitalizing its public housing units, Chicago opted for immediate demolition of the high-rises and mid-rises, and immediate relocation of the residents. This decision has resulted in the re-segregation of most relocated public housing residents into the poorest black areas of the south and west sides of Chicago. Chicago has also opted for stringent and arbitrary screening, less resident participation, and less effective social services to and representation of individual residents. The Horner Model shows that neither demolition nor relocation needed to be immediate for the redevelopment to be both successful and beneficial for both the public housing residents and the surrounding community. With real resident participation and representation, the Horner residents themselves determined their fates, whether to go or whether to stay, and when. They were not forced out, re-segregated, and then required to meet unreasonable screening criteria to get back in. Thus, the Horner Model offers policy makers, developers and advocates alike a critical lesson: If demolition has been phased, if reasonable screening procedures are in place, if there is effective resident participation in the redevelopment process, if there are enforceable procedures to protect residents' interests, and if there are adequate social services and representation for all of the residents, then public housing redevelopment will have a much better chance for success.

¹⁰⁷ As Mary Mitchell, Chicago Sun-Times columnist observed recently, "Although CHA officials argue that its Plan for Transformation will change the soul of public housing, I'm beginning to understand why some residents are convinced they aren't included in those plans. I mean, how else do you justify telling a mother she can't put her paralyzed daughter on her lease?" Mary Mitchell, *CHA Takes Too Long to Come to the Obvious Decision*, CHI. SUN-TIMES, Jan. 5, 2006, at 14.