

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FOURTH DIVISION

Lucy Hollman, Shirlnice Givens, Mai Yang, Charlotte Brown, Vanessa Boateng, Lia Shoua Pha, Anne Balentine, Josephine Hill, Joyce Charles, Her Hang, Marlene Holloway, Patricia Scott, Gertrude Marks, Michelle Barnes, Earline Robertson, Jacqueline Trass, and Lawrence Madison, on behalf of themselves and all others similarly situated, and the Minneapolis Branch of the National Association for the Advancement of Colored People ("NAACP"),
Plaintiffs,

v.

Henry Cisneros, in his official capacity as Secretary of the Department of Housing and Urban Development ("HUD"); Thomas T. Feeney, in his official capacity as Acting Minnesota State Coordinator of HUD; Cora McCorvey, in her official capacity as Executive Director of the Minneapolis Public Housing Authority ("MPHA"); MPHA, in and for the City of Minneapolis, a public body corporate and politic; the Minneapolis Community Development Agency ("MCDA"), a public body corporate and politic; the City of Minneapolis, a public body corporate and politic; the Metropolitan Council ("Metro Council"); Curtis W. Johnson, in his official capacity as Chair of Metro Council; and Thomas McElveen, in his official capacity as Manager of the Metropolitan Council Housing and Redevelopment Authority unit ("Metro HRA"),
Defendants,

Cora McCorvey, in her official capacity as Executive Director of the MPHA; MPHA; MCDA, and City of Minneapolis,
Defendant Cross-Claimants,

v.

Henry Cisneros, in his official capacity as Secretary of HUD; Thomas T. Feeney, in his official capacity as Acting Minnesota State Coordinator of HUD; Metropolitan Council ("Metro Council"); Curtis W. Johnson, in his official capacity as Chair of Metro Council; and Thomas McElveen, in his official capacity as Manager of the Metropolitan Council Housing and Redevelopment Authority unit ("Metro HRA");
Defendants.

CONSENT DECREE

Civil 4-92-712

FILED
APR 21 1995
FINNICK'S LEGAL CLERK
JUDGMENT ENTERED
DEPUTY CLERK

be taken by Defendants which will promote equal housing opportunity, expand and maximize geographic choice in assisted housing, and encourage racial integration, by (1) deconcentrating racially concentrated family public housing projects, (2) improving living conditions in remaining family public housing units, (3) relocating public housing units to areas outside of minority concentrations, (4) improving administration of the Section 8 Existing Housing program so as to remove barriers to effective choice, (5) expanding access to application opportunities for assisted housing, (6) developing means to encourage expansion of low-income housing opportunities in suburban cities in the metropolitan area, and (7) ensuring Defendants remain committed to preserving and expanding locational choice and the goals of fair housing. Through this Decree the parties seek to expand access to assisted housing not only in areas outside of minority- and poverty- concentration in Minneapolis, but in such areas throughout the Minneapolis-St. Paul Metropolitan Area.

4. The parties have agreed to the terms set forth below and have agreed to the entry and implementation of this Decree. Therefore, based on the agreement of the parties, and all materials submitted to the Court on the appropriateness of the relief set forth in this Decree, it is ordered, adjudged and decreed that the parties shall be bound to undertake the obligations set out below.

II. DEFINITIONS

5. Family Public Housing means public housing owned by the MPHA and specified herein as Mn 2-1, Glendale Apartments; Mn 2-2, Olson Apartments, excluding the Bryant Highrise; Mn 2-3, Lyndale Apartments,

corporate and politic; and the City of Minneapolis, a public body corporate and politic.

9. Minneapolis-St. Paul Metropolitan Area or Metropolitan Area means the counties of Anoka, Carver, Dakota excluding the City of Northfield, Hennepin excluding the City of Hanover, Ramsey, Scott excluding the City of New Prague, and Washington. Unless otherwise indicated by the context of this Decree, the term "Metropolitan Area" does not mean the Metropolitan Statistical Area ("MSA" or "SMSA") defined by the Office of Management and Budget.
10. Minority means a person other than a non-Hispanic white.
11. Minority Concentrated Area means: any census tract in the Metropolitan Area with a minority population which is twenty percentage points greater than the percentage of minority population in the Minneapolis-St. Paul Metropolitan Statistical Area (MSA). Until new census data becomes available, any census tract with a minority population greater than 28.69% is a minority concentrated area. As soon as new census data becomes available, the parties shall revise the definition of minority-concentrated areas to comply with the definition set out above.
12. Multi-Family Housing means a residential building containing more than four dwelling units.

census data becomes available, suburban census tracts with a poverty population of at least 12.2% of the census tract population are poverty-concentrated areas. As soon as new census data becomes available, the parties shall revise the definition of poverty concentrated areas to comply with the definition set out above.

17. Project-Based Low-Income Housing means housing in which the subsidy enabling the tenant's housing cost to be set at no more than 30% of the tenant's income remains attached to the building even if the current tenant moves.
18. Scattered Site Units means family public housing units which are scattered throughout a particular city or the Metropolitan Area, rather than being part of a large multi-unit apartment or other complex.
19. Single Family Housing means buildings of one to four residential units.
20. Suburbs means all cities, towns, and other units of general local government, other than the cities of Minneapolis and St. Paul, located within the Metropolitan Area as defined in Paragraph 9.
21. Section 8 Certificate or Certificate means either a Section 8 Certificate or a Section 8 Voucher under Section 8 of the United States Housing Act, 42 U.S.C. § 1437f.

24. Within three months of entry of the Decree, Defendant MPHA and Plaintiffs will agree to a plan for demolition of Sumner Field which will coordinate the demolition, relocation, and development of replacement housing in order to achieve the following goals: development of replacement housing as quickly as possible, provision of relocation certificates as soon as a mobility housing counseling program can be effectively established, phasing of demolition so as to minimize the time in which units otherwise available for occupancy are vacant, and phasing of demolition so as to ensure that the remaining project constitutes a viable and safe environment for its residents.

25. MPHA and HUD agree that they will promptly take all steps necessary to comply with federal law with respect to the status of the Sumner Field Project as a property potentially eligible for inclusion on the National Register of Historic Places.

26. HUD agrees that Northside Project land made vacant by demolition may be disposed of by MPHA at substantial writedown, consistent with the re-use of the property as ultimately determined herein.

27. The MPHA and MCDA agree that they will promptly undertake, in conjunction with residents and organizations in the affected Northside community, a study process to develop a comprehensive plan for reuse of the Sumner Field site and any additional land vacated by second phase demolition. The planning process will be coordinated with the Minneapolis Neighborhood Revitalization Program (NRP) planning process for this area to the extent feasible. The MPHA has contracted with the Design Center for the American Urban Landscape of the University of Minnesota to provide technical assistance in this process. The

Defendant MPHA will provide information to neighborhood residents to facilitate their acceptance of replacement housing.

29. When MPHA residents must be relocated due to pending demolition and permanent replacement units are not yet available, such residents shall be provided with Section 8 certificates (relocation certificates) to enable them to relocate, along with housing mobility counseling services, described in paragraph 70 herein, in order to provide the opportunity to move to non-concentrated areas. Following completion of counseling services, residents using relocation certificates shall be free to use their certificates to move to any location they desire, subject to federal statutory and regulatory laws governing the Section 8 Existing Housing Program.

30. Persons who receive relocation certificates because permanent replacement units are not yet available, shall be offered permanent replacement units when such units do become available. In the event a person chooses to move into a permanent replacement unit, the relocation certificate shall be returned to the pool of relocation and mobility certificates described herein in paragraph 64.

31. The MPHA will pursue strategies to maximize home ownership opportunities for persons relocated.

C. Replacement Housing and Metropolitan Mobility Incentive Housing

1. Resources and Statutory Requirements

32. Within two weeks after Court approval of this Decree, HUD will submit to MPHA an Annual Contributions Contract (ACC) for development of 770 units of public housing. These units will either replace public housing units demolished pursuant to III.A. or

locations. No less than 80 of these units will be replaced in Minneapolis. New construction replacement units will be located within the Metropolitan Urban Services Area or within Free Standing Growth Centers as those terms are defined in the Metropolitan Council's Regional Blueprint.

36. In the course of implementing the replacement housing plan, MPHA will solicit suburban housing authorities and other local government units, and contract with such authorities or units as necessary, in order to place replacement scattered site public housing in the suburban Metropolitan Area.

37. MPHA may offer a portion of the 770 public housing development units provided by HUD pursuant to III.A. above to suburban jurisdictions as an incentive to accept MPHA replacement units in those suburban jurisdictions. These incentive units need not give priority to applicants from the MPHA waiting list. The number of units offered as suburban incentives will not exceed the number of tenant based certificates counted as replacement housing and will not exceed 203 without Plaintiffs' and HUD's written consent.

38. Defendant MPHA will focus its replacement housing efforts on acquisition of existing single family units with modest rehabilitation requirements, including single family property disposition units, although appropriate HUD multifamily property disposition projects also may be considered. These efforts also will explore the feasibility of new construction of smaller multifamily buildings. Replacement will focus on units with bedroom sizes approximating the needs of MPHA applicant and transfer waiting lists. With respect to any multifamily properties acquired as replacement housing, or with respect to newly constructed or rehabilitated multifamily units used for replacement housing the following restrictions shall

43. HUD agrees that in the event MPHA and a suburban PHA enter into a joint powers agreement under which the suburban PHA develops or manages replacement housing in the form of scattered site public housing, MPHA shall not be required to take bids for the development or management of the replacement housing.

44. Replacement housing shall be completed by MPHA and available for occupancy within six years of HUD approval of the demolition or disposition application. MPHA shall make all reasonable efforts to phase in completion of the replacement housing over the course of the six year period so that most of the replacement units are complete prior to the end of the six years.

3. Redevelopment Of Olson, Glenwood, and Lyndale Project Site.

45. The MPHA will promptly enter into a planning process with the residents, resident organizations, social service providers and other affected community groups in the Glenwood, Lyndale, and Olson Projects, the Golden Age Apartments, and the scattered site units located on Smith Circle to develop a plan for these projects. This plan will consider to what extent replacement should take place on the current site, how any resulting vacant land should be re-used, and how any public housing replaced on site can be improved to better meet resident needs. The MPHA has contracted with the Design Center for American Urban Landscape to provide technical assistance in this process and the Design Center's preliminary evaluation of the projects will be used as a starting point in the planning process. The Plaintiffs will be integrally involved in this planning process. The process will be coordinated with Minneapolis Neighborhood Revitalization Program (NRP) planning for this area and will be completed within two years of entry of the Decree.

plan, the Court shall find the plan invalid to the extent that it is not reasonably calculated to achieve the goals set out in subparagraph A below or fails to fully consider the factors set out in subparagraph B below or omits information required by subparagraph C below. In the event the Court invalidates any aspect of the plan, the Minneapolis Defendants shall amend the plan as required by the Court.

- A. The goals which the plan must be reasonably calculated to achieve are the following:
 - i. substantial deconcentration of the Northside Projects;
 - ii. improved physical integration of the Northside Projects with the surrounding communities;
 - iii. redevelopment of the area into a more viable neighborhood with improved housing quality, social and other services, economic opportunity, and amenities comparable to those found in family subsidized housing located in predominately white metropolitan-area neighborhoods, including re-use of vacant land as described in paragraph 27; and
 - iv. providing housing in a variety of locations for low-income families on the MPHA's waiting lists.
 - v. Responsiveness to the expressed preferences of current and prospective residents regarding housing type and location.
- B. The planning process must fully consider the following issues:
 - i. Desirable numbers of public housing units to remain on the site, in light of
 - a. the goals set out above;
 - b. sound design principles for maximizing resident satisfaction, privacy, responsibility, stability and security in multifamily housing;
 - c. ability of the MPHA's housing stock to meet the needs of current residents and applicants in a variety

xi. Long term viability of the remaining units, given the soil conditions and measures necessary to mitigate the effects of adverse soil conditions on common areas and individual units.

C. The plan shall identify the cost of each aspect of the plan, identify the source and type of funds which will be required to effectuate the plan, and indicate a schedule for completing the plan.

52. With respect to the cost of implementation of the plan, the MPHA will make available up to \$2,500,000 of year five and six Comprehensive Grant Funds for demolition, and provision of amenities. HUD will be responsible only for funding the 770 units of public housing and will not be required by this Decree to fund any other elements of the plan. (This provision does not limit HUD's responsibility for funding the planning activities as described above and for funding other activities specifically set forth in parts V, VI, and VIII of this Consent Decree). HUD will approve demolition or disposition of units in the Golden Age project and scattered site units on Smith Circle as indicated by the plan unless the applications fail to meet the applicable statutory standards. The Minneapolis Defendants shall be obligated to provide only such funding as is necessary for their compliance with their obligations with respect to preparation or implementation of the action plan.

53. Once the action plan is presented to the parties and the parties have had thirty (30) days to present objections or comments, Minneapolis Defendants shall implement the plan according to the schedule set out in the plan.

54. During and following implementation of the action plan, and subject to the dispute resolution procedure set out in paragraph 97, any party may seek the Court's review in the event those persons or entities carrying out the plan depart from the plan, fail to effectuate all aspects of the plan, or lag behind the timetable set out in the plan.

be resubmitted to HUD along with an additional 23 units as part of the 770 unit package referred to in part III. Demolition/disposition applications for all scattered site units referred to in paragraph 56 above shall be submitted to HUD, after providing Plaintiffs with copies and the opportunity to comment, by no later than two years from entry of the Decree. HUD shall approve all disposition or demolition applications consistent with this policy unless the applications fail to meet applicable statutory standards.

58. HUD agrees that scattered sites may be turned over to the MCDA or nonprofit developers at no cost in order to foster homeownership or similar public policies intended to ensure long term ownership of the premises and avoid the kind of absentee ownership which may lead to neglect.

59. Demolition/disposition of scattered site units and production of replacement units shall be coordinated so as to minimize the period of time between demolition/disposition and the initial operation of replacement units. All replacement units will give priority to MPHA tenants and applicants. Paragraphs 28, 31, and 35 herein applicable to first phase demolition, relocation and replacement shall also be applicable to demolition/disposition of scattered site units herein.

V. METROPOLITAN AREA FAIR HOUSING INITIATIVE

60. The parties intend the provisions of this Decree to serve as a demonstration program in order to provide a national model for deconcentrating public housing and maximizing geographic choice throughout a metropolitan area. To that end, HUD will become a co-sponsor of this initiative as described herein, cooperate with the other parties in

into a lease for the rental of a unit in a nonconcentrated area. At the expiration of the 180 days, if the certificate holder has received an offer of housing in a nonconcentrated area facilitated by the housing counseling service and a Housing Assistance Payments Contract or a Housing Voucher Contract has not been executed, the certificate will be returned for distribution to other public housing residents. In the event a certificate holder has not received an offer of housing in a nonconcentrated area facilitated by the housing counseling service the certificate may be retained by the holder until such an offer has been received. The same restrictions shall apply to any reuse of the certificates (i.e., turnovers); however, if the reuse is by the certificate holder after having resided in a unit in a nonconcentrated area for one year, the restriction shall not apply.

64. In the event some mobility certificates remain unused after offers are extended to all current MPHA residents as described in paragraph 63 above, the remaining mobility certificates will be offered to MPHA's waiting list for public housing with priority given to households with children living in minority- or poverty-concentrated areas. In the event relocation or mobility certificate holders subsequently give up their certificate, such certificate shall be returned to the pool of 900 certificates to be used first for relocation of residents subject to subsequent demolition/disposition, and secondly, as a mobility certificate for MPHA's waitlist, with priority given to households with children living in minority- or poverty-concentrated areas..

65. First priority for mobility certificates shall go to Plaintiffs Lucy Hollman, Shirlnice Givens, Mai Yang, Charlotte Brown, Vanessa Boateng, Joyce Charles, Josephine Hill, Lia Shoua Pha, Anne Balentine, and Her Hang. These named plaintiffs shall be eligible for

course of HUD monitoring reviews of these owners and managers, HUD will examine the compliance of such owners or managers with such contract provisions.

VI. ADMINISTRATION OF TENANT-BASED SECTION 8 PROGRAM

A. Mobility Counseling for Certificate and Voucher Holders

69. Federal and Minneapolis Defendants shall provide funding to create a Housing Mobility Counseling Program, at a budget estimated to be approximately \$1,409 per household, which shall be designed to assist persons seeking to use either mobility certificates, relocation certificates or regular MPHA certificates or vouchers outside areas of minority- or poverty-concentration. Federal and Minneapolis Defendants shall fund, or arrange funding for the program at a level sufficient to serve 850 regular MPHA Section 8 households over three years in addition to funding these services for 900 households obtaining mobility or relocation certificates. Notwithstanding the above two sentences, HUD's sole obligation is to provide MPHA with \$1,750,000 for use in the Housing Mobility Counselling Program, within 90 days after the approval of the Decree by the Court.. The Metropolitan Council will contribute up to \$100,000 to fund any additional costs of this program. The Minneapolis Defendants shall fund or arrange for the funding of the remaining cost of the program described in the next paragraph, up to \$615,000, primarily from CDBG funds and foundation grants and donations. In the event the budgeted amounts become insufficient to perform the counseling tasks set out herein, the Minneapolis Defendants agree to take all reasonable efforts to seek additional funding from sources other than HUD.

70. The purpose of the Housing Mobility Counseling Program is to remove as many barriers as possible which impede the exercise of informed choice by class members in

71. Various elements of the program will be administered by one or more nonprofit organizations under contract with the MPHA. The MPHA and the Plaintiffs shall agree on the selection of the nonprofit entities. Such approval by Plaintiffs shall not unreasonably be withheld. MPHA shall promptly select the nonprofit entities and begin program operations within six months of entry of this Consent Decree. Any nonprofit entities are subject to approval by HUD Headquarters. Persons in receipt of relocation and mobility certificates will have first priority for housing counseling services, but all persons with certificates or vouchers seeking housing outside areas of minority concentration are eligible for such services.

72. The organization(s) administering the housing mobility counseling program shall determine by the end of the program's first year whether lack of transportation is a major impediment to locating in suburban areas. If so, the parties agree to jointly seek a solution to this problem, which may include, but is not limited to, seeking expansion of public transportation.

73. Individual named Plaintiffs participating in MPHA's Section 8 certificate/voucher program at the time the housing mobility counseling program is initiated shall have first priority for access to such services, and any individual named Plaintiffs who subsequently participate in the Section 8 certificate/voucher program shall have first priority for such services upon receipt of a certificate or voucher.

74. The Metropolitan Council has begun a pilot program in cooperation with the MPHA and St. Paul PHA to provide mobility counseling services, similar to those set out above, to certificate and voucher holders in the Minneapolis and St. Paul programs (50 households in each program.) HUD will contribute \$100,000 to this pilot program and the

3. MPHA will survey a sample from the landlord list developed in 1 above, selected to provide a valid sample of various types of landlords (e.g., "mom and pop;" part-time owners; full-time professionals) to identify interest in and barriers to participation in the Section 8 program. Landlords with serious code violations will be excluded from the sample.

4. MPHA will devise and implement a marketing strategy, based on the results of the survey, which will include:

- i. changes in program administration to address landlords' concerns, to the extent permitted by HUD regulations.
- ii. periodic mailings to all owners
- iii. attempts to recruit landlords to market the program to other landlords.

c. MPHA will continue to work closely with the Minnesota Multi-Housing Association, the Star-Tribune FONAHOME staff, and similar entities to promote the Section 8 program among real estate professionals.

d. Implementation of this program will begin no later than six months from entry of the Decree.

e. The MPHA agrees to work with the Metropolitan Council and others interested to affirmatively recruit to the Section 8 program more landlords who control property outside of Minneapolis which is not located in minority- or poverty-concentrated areas.

housing in nonconcentrated areas outside blanket exception rent areas, where special circumstances may exist.

4. Voucher Payment Standards.

79. The MPHA has undertaken the analysis necessary to adjust its voucher payment standard and will apply to HUD for an increase in the voucher payment standard to 100% of FMRs within 30 days of signing of this Decree by the parties. HUD will promptly review the application, and will approve the increase unless the application fails to meet applicable statutes or regulations. MPHA will review its voucher payment standard on an annual basis to ensure that the voucher payment standard is sufficiently high so as to enable class members holding vouchers to exercise a wide choice of available units in nonconcentrated areas.

5. Provision Of Services.

80. To the extent the MPHA Housing Mobility Counseling Program provided for herein is unable to provide services to class members with either mobility certificates or regular certificates or vouchers who are seeking to move, MPHA shall ensure that services are provided to said class members as required by statutes and regulations generally applicable to the Section 8 Program.

VII. FAIR HOUSING MOBILITY CLEARINGHOUSE/NETWORK

81. MPHA agrees to fund, as set out in the next sentence, a Metropolitan Area-wide housing mobility Clearinghouse/Network designed to maximize access to existing low-income housing, particularly for central city residents of minority- and poverty-concentrated areas least likely to otherwise apply for housing throughout the Metropolitan Area. MPHA shall

representatives of the parties, governmental entities, housing and social service agencies, and other appropriate providers. The working group will examine funding and operational issues and make recommendations for implementing the Clearinghouse/Network. The Metropolitan Council will provide staff assistance and direction as needed to enable the working group to complete the planning and development of the Clearinghouse/Network. The Clearinghouse/Network will begin operation within one year of entry of the Decree.

85. After receiving notice from the parties that operation of the Clearinghouse/Network is imminent, HUD shall promptly notify all current owners of HUD-assisted housing in the Metropolitan Area of the existence of the Clearinghouse/Network established herein and encourage them to participate in the Clearinghouse/Network's activities.

**VIII. AFFIRMATIVELY FURTHERING FAIR HOUSING:
SYSTEMS TO ANALYZE AND OVERCOME
IMPEDIMENTS TO METRO WIDE FAIR HOUSING
AND LOCATIONAL CHOICE**

A. Housing Planning Documents.

86. With respect to Consolidated Plan Submissions of Metropolitan Area local governmental units to HUD, HUD shall require each jurisdiction to submit a certification that it will affirmatively further fair housing, which means it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. The analysis of impediments that the local governmental units certify to conduct shall include identifying their policies which affect opportunities of

deems appropriate against that local governmental entity to enforce such obligations, including, but not limited to, judicial enforcement, or suspension, abatement or conditioning of future federal funding, until such time as the jurisdiction complies with its obligations. In addition, HUD shall, if it deems it appropriate, refer determinations of non-compliance to other federal executive agencies for review and possible issuance of sanctions with respect to that agency's funding of the recipient, pursuant to Presidential Executive Order 12892 of January 17, 1994 (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing). HUD shall cooperate with the local parties in developing strategies, including incentives, to encourage cooperation by all suburban jurisdictions, regardless of whether they are currently recipients of HUD funding. Nothing in the preceding sentence shall be construed as obligating HUD to provide funding beyond that which is specifically provided in this decree.

89. HUD shall review annually each Metropolitan Area local government's performance under its Consolidated Plan including specifically, the certification described in paragraph 86 and, where appropriate, under 24 C.F.R. §§ 570.904(c) and 570.601(b). Reviews will include site visits by employees in so far as practicable and evaluation of the government's performance reports. In the event HUD determines that a government's performance violates its legal obligations, HUD shall take whatever enforcement action it deems appropriate including, but not limited to, judicial enforcement, or suspension, abatement or conditioning of future federal funding, until such time as the jurisdiction complies with its obligations. In addition, HUD shall, if it deems it appropriate, refer determinations of non-compliance to other federal executive agencies for review and possible issuance of sanctions with respect to that agency's funding of the recipient, pursuant to Presidential Executive Order 12892 of January 17, 1994.

housing; 3) encourage them to enter into cooperation agreements for replacement housing; and 4) advise them that the failure to sign a cooperation agreement will be taken into consideration by HUD in determining whether they are failing to comply with their certifications to affirmatively further fair housing. HUD shall provide the other parties with a copy of this letter and a list of the recipients each year.

93. Although HUD does not concede that any provision of the Decree grants the Court jurisdiction to review any HUD enforcement decision, HUD recognizes its responsibilities under Section 808(e)(5) of the Fair Housing Act (42 U.S.C. § 3608(e)(5)), which requires it to administer its programs in a manner to affirmatively further fair housing, and will make enforcement decisions in a manner that is consistent with that section.

C. Metropolitan Area Housing Policy Activities

94. The Metropolitan Council is considering and has a variety of housing policy activities underway which are intended to assist local governmental units meet their statutory responsibility under Minnesota Statutes Chapter 473 to adopt local land use plans and implementation programs for providing adequate opportunities to meet existing and projected local and regional housing needs. These housing policy activities may include:

- a. a housing profile that looks at each community's share of lower income households, units affordable to those households, forecasts of population and households, household composition and household income distributions, number of subsidized housing units, rent distribution, and housing value distribution;
- b. an analysis and report on this information;
- c. an index and analysis of selected variables like low-income households and affordable units establishing a norm and analyzing each community's relationship to the norm; and

assignees) has asserted or could have asserted against any other party (including their officers, employees, agents, successors or assignees) in this action by reason of, or with respect to, or in connection with, or which arises out of any matters alleged in this action through the date upon which this Consent Decree is terminated. In the event sections of this Decree are nullified pursuant to paragraph 110, any claims released herein relevant to those sections shall be reinstated and this paragraph shall have no effect as to those claims.

X. DISPUTE RESOLUTION

97. The parties may attempt to resolve disputes relating to this Decree in any manner, however before seeking relief from the Court, the parties must comply with the procedures set out in this paragraph. Any allegation of a failure to comply with the terms and conditions of this Decree by one or more of the parties shall be by written notice to all counsel of record. The notice shall specify the facts supporting the allegation, and shall precede the filing of any motion to enforce the terms of this Decree. Upon receipt of the notice by counsel, the alleged defaulting party shall either remedy the alleged failure and so notice all other counsel in writing, or provide written explanation within thirty (30) days, or within ten (10) business days in the case of an alleged violation involving an individually affected class member. At the end of such period, if the issue is not resolved, any party may seek relief from the Court.

100. Upon execution by all parties, the parties shall promptly file this proposed Consent Decree with the District Court and request that the Court enter an order:

a. preliminarily approving the proposed settlement as fair, reasonable and adequate;

b. approving publication and dissemination of a class action notice containing the settlement terms, the date of the final hearing, and the right to comment or object.

c. scheduling a final hearing to determine the fairness, reasonableness, and adequacy of the proposed settlement and whether the Court should approve the Consent Decree.

101. Pursuant to FED. R. CIV. P. 23(e), all class members shall be given notice, the form of which shall be agreed upon by counsel for all parties, or by the Court in the event that there is no such agreement, of the terms of the Consent Decree and their right to object to the terms thereof. MPHA shall post the notice in all MPHA offices and other government and social service agency offices where class members are likely to frequent, as well as pay for radio announcements. Special means, including but not limited to translation of notices, shall be devised to provide effective notice to foreign language speakers. MPHA shall also mail (with address correction requested) or deliver the notice to: (1) class members who hold Section 8 tenant-based certificates or vouchers; (2) class members who are on the waiting list for public housing or Section 8 certificates or vouchers; and (3) residents of the public housing projects owned by MPHA and specified in paragraph 99. MPHA will publish the class notice for one day in a Sunday edition of the *Minneapolis Star Tribune*, for one day in a Sunday edition of the *Saint Paul Pioneer Press*, as well as community newspapers serving predominantly minority areas of Minneapolis. Counsel for all parties shall be provided a copy of the addresses of all persons to

104. HUD shall maintain statistics that it normally receives on the racial/ethnic identity of heads of households for each project or unit location in all HUD assisted housing programs in the Metropolitan Area. MPHA and the Metropolitan Council shall maintain similar data for their respective assisted housing programs. MPHA shall also maintain data enabling the parties to track the moves of all Section 8 participants who receive housing counseling services throughout the term of this Decree. Upon written request, MPHA shall provide such statistical information to Plaintiffs.

105. Upon reasonable advance written notice, Defendants shall make available free for inspection and copying pursuant to the Minnesota Government Data Practices Act and other applicable state and federal law governing access to and disclosure of government data or information, any documents requested by Plaintiffs relating to Defendants' compliance with the terms of this Decree.

106. The terms of this Decree shall apply to the Plaintiffs and Plaintiff class, and to each of the Defendants, their officers, directors, agents, employees, successors and assigns. All entities or persons acting in concert or participating with Defendants and who receive notice of this Decree are enjoined from interfering with, obstructing or otherwise frustrating the implementation of this Decree.

XIV. RETENTION OF JURISDICTION

107. The Court will retain jurisdiction over this matter for the purpose of enabling any party to this proceeding to apply to the Court for such further orders as may be necessary or appropriate for the enforcement of this Decree. In the event any occurrences outside the control of the parties frustrate the completion of the actions agreed to herein, any party may

Decree if any otherwise applicable current or future federal or state statute or regulation precludes Defendants from complying with, or withdraws Defendants' authority to perform, that term. HUD's funding commitments are based on the availability of present appropriations. In the event that Congress rescinds or otherwise reduces the appropriations such that the funding becomes unavailable to perform the obligations specified in paragraphs 32, 61, 69, and 74, HUD is relieved from funding those obligations; however, this decree shall be dissolved to the extent it resolved issues addressed by HUD's now rescinded funding commitments, and the parties shall resume litigation of remaining issues, subject to the dispute resolution procedures of paragraph 97.

XVI. ATTORNEYS' FEES AND COSTS

111. HUD and the Minneapolis Defendants shall pay to Plaintiffs attorneys' fees and costs in the amounts to be stated in one or more agreements to be executed simultaneously with this Decree. The Plaintiffs and the Minneapolis Defendants shall not assert any claims for attorney fees or costs against the Metropolitan Council. No Defendants shall be liable for attorneys fees or costs beyond these amounts, except that if Plaintiffs subsequently move the Court for enforcement of the Decree, and the Court finds any Defendant to be in violation of the Decree, Plaintiffs may apply to the Court for an award of fees with respect to that Defendant.

XVII. OTHER TERMS AND CONDITIONS

112. The signature of the parties on the Decree constitutes a Settlement Agreement for purposes of reservation of funds only. Upon signature, HUD will immediately reserve the funds specified in paragraphs 32, 61, 69, and 74.

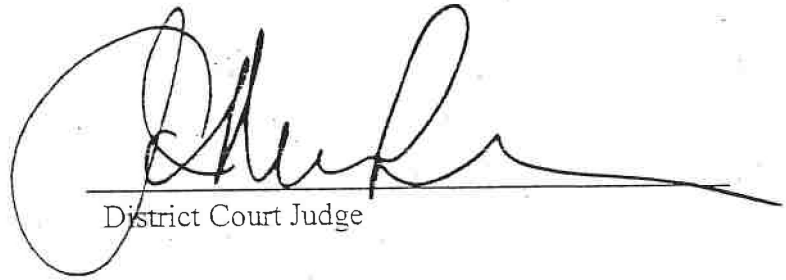
118. This Decree shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors and assigns.

119. This Consent Decree shall be construed under and governed by the laws of the State of Minnesota and applicable federal law.

120. This Consent Decree may be signed in counterpart.

SO ORDERED

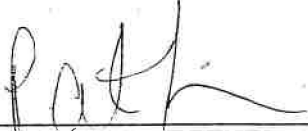
April 20, 1995



District Court Judge

FRANK W. HUNGER
Assistant Attorney General

ANNE L. WEISMANN
Assistant Director
Federal Programs Branch



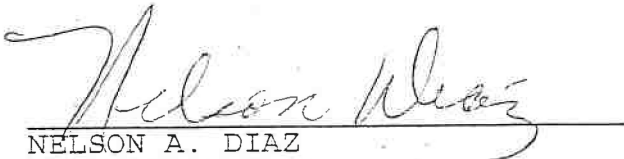
PATRICIA LEITNER
Attorney
United States Department of Justice
Federal Programs Branch
Room 1042
901 E St., N.W.
Washington, DC 20004

DAVID L. LILLEHAUG
United States Attorney



BY: ROBERT M. SMALL
Assistant United States Attorney
Attorney ID No. 10212x
234 United States Courthouse
110 South Fourth Street
Minneapolis, Minnesota 55401

OF COUNSEL:



NELSON A. DIAZ
General Counsel
United States Department of
Housing and Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410

COUNSEL FOR FEDERAL DEFENDANTS

3-8-95

DATED

FOR THE CITY OF MINNEAPOLIS

CITY OF MINNEAPOLIS

By *Shu Taylor Belton*
Mayor

Attest *Mary Keefe*
City Clerk

Countersigned *John Mear*
Finance Officer

Approved for execution:

Surel Brady

SURELL BRADY
City Attorney
Atty. Reg. No. 217153
Office of the City Attorney
City of Minneapolis
300 Metropolitan Centre
333 South Seventh Street
Minneapolis, MN 55402-2453
(612) 673-3272
and

Michael T. Norton

MICHAEL T. NORTON
Assistant City Attorney
Atty. Reg. No. 79935
Office of the City Attorney
City of Minneapolis
300 Metropolitan Centre
333 South Seventh Street
Minneapolis, MN 55402-2453
(612) 673-2465

March 8, 1995

