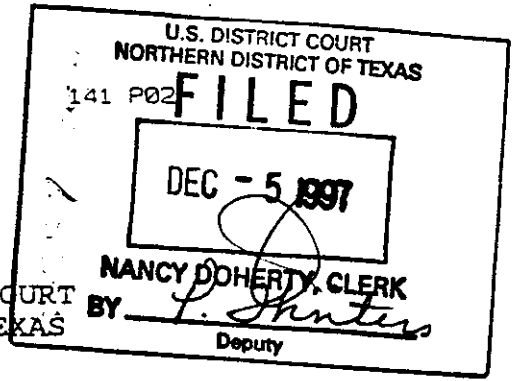


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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

DEBRA WALKER, ET AL.

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§

VS.

3:85-CV-1210-R

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, U.S. DEPARTMENT OF JUSTICE, ET AL.

CLASS ACTION ENTERED ON DOCKET PURSUANT TO F.R.C.P. RULES 58 AND 79a

MODIFIED REMEDIAL ORDER AFFECTING HUD

Vestige A: 2,876 (92%) of the 3,116 black households in DHA's non-elderly public housing projects units<sup>1</sup> reside in predominantly black or minority concentrated projects in predominantly black or minority concentrated areas where the poverty rate exceeds 40% [plaintiffs' 9/27/94 exhibit #79]. 6,133 of the 6,411 units in DHA's non-elderly public housing projects are in these predominantly black or minority concentrated areas where the poverty rate exceeds 40% [plaintiffs' 9/27/94 exhibit #79].

HUD is ordered to take the following actions to eliminate this vestige or racial segregation:

A.1. HUD shall provide one-for-one replacement units, as defined by law, for each of the 2,630 units demolished in DHA's West Dallas project before the demolition of that unit. The 100 public housing units and 1,335 Section 8 certificates and vouchers previously provided by HUD are one-for one replacement units. The 339 public housing units allocated to DHA since 1990 are one-for-one replacement units. The 335 public housing units

<sup>1</sup> These figures exclude the approximately 46 singles family homes for which DHA does not separately report racial occupancy date [plaintiffs' 9/27/94 exhibit #68 - excerpt from DHA monthly report].

allocated under the HUD Urban Revitalization Demonstration Grant are one-for-one replacement units. An additional 698 Section 8 vouchers will be provided by HUD,<sup>2</sup> and these will be one-for-one replacement units to the extent that HUD and DHA are proceeding with demolition under the previously approved demolition plan and if the number of units in the one, two, three, four, and five bedroom unit categories being replaced are matched in the allocations of replacement units.<sup>3</sup> If a new demolition plan is approved, then the 42 U.S. C. § 1437p prohibition against the use of vouchers as replacement units will apply.

A.2. HUD shall use its discretion to accomplish the remedial goal of creating a comparable number of units<sup>4</sup> in predominantly white areas as soon as possible consistent with the statutory mandates governing the allocation of HUD assistance. HUD shall also exercise its discretion under its various housing programs to create and develop housing alternatives and in areas and neighborhoods in Dallas County, Texas and adjoining areas which will give the African-American applicants for and participants in DHA's low income housing programs access to desegregated housing opportunities.

A.3. HUD shall request that the City of Plano and each

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<sup>2</sup> As provided in a plan to be submitted to this Court by HUD.

<sup>3</sup> As of the date of execution of this Modified Remedial Order, HUD had provided all replacement units needed in conjunction with the demolition plan approved in 1987.

<sup>4</sup> See Remedial order Affecting DHA, ¶A.3 (Feb. 7, 1995).

suburb in Dallas County, except for Grand Prairie and Wilmer, enter into a cooperation agreement with DHA to allow the development of a reasonable number of public housing units in each suburb.

A.4. HUD shall request the assistance of Dallas County, Texas, as part of the County's compliance with its obligation to affirmatively further fair housing in its housing and community development related activities, in securing cooperation agreements between DHA and the area suburbs.

A.5. If any suburb or Dallas County refuses to enter into cooperation agreements with DHA, HUD shall, to the extent authorized by law, consider whether to initiate an investigation to determine whether or not the refusal violates civil rights laws, HUD regulations, or other legal requirements.

A.6. Given the applicants' and residents' stated preference for Section 8 units, HUD is urged to devise and submit for court approval a plan which would use Section 8 certificates and vouchers to substitute for at least part of the future allocations of new public housing in predominantly white areas. In order to be approved by the Court, such a plan must:

a. ensure that the Section 8 units are from an allocation over and above DHA's past allocations and over and above DHA's future fair share allocation and are not provided as a substitute for any units which would be provided to DHA under the normal allocation process. The housing assistance must be over and above what DHA or the

City would otherwise receive from HUD, and can have no effect on the amounts of future assistance HUD may provide or award to DHA or the City, and

b. ensure that the certificates and vouchers for which an offset against the new public housing development is claimed are, and will be used to provide racially desegregative housing opportunities. The term "Racially Desegregative Housing Opportunity" means the provision of a certificate or voucher and mobility counseling, such that the class member has a period of up to 120 days from the point at which the mobility counseling ends to utilize the certificate or voucher in a predominantly white area. "Racially Desegregative Housing Opportunity" shall include a requirement that the class member be offered a unit, meeting housing quality standards and of appropriate bedroom size and available at a rent within the appropriate Fair Market Rent, Fair Market rent exception or Voucher Payment standard in a predominantly white area. Should the class member decide not to rent any such unit despite its availability, such offer nevertheless will count as one of the 3205 racially desegregative housing opportunities which HUD is required to provide under this Remedial Order. The 120-day period may be extended for an additional 60-days upon a class member's showing that he or she was not offered a rental unit as described above in a predominantly white area within the original 120-day period. Class members who have not been

provided a "racially desegregative housing opportunity" at the conclusion of the 180-day period shall return the certificate or voucher to the mobility counseling entity for redistribution to another class member in accordance with the terms of this provision.

A.7. The actions identified in ¶¶ A.1 through A.6 of the Remedial Order Affecting HUD are the actions which the Court found to be practical for HUD to take to seek eradication of Vestige A concerning DHA's low income housing programs. HUD will be deemed to have taken the practicable actions within its power to eradicate Vestige A in the Remedial Order Affecting HUD by providing class members with 3,205 racially desegregative housing opportunities in predominately white areas using a combination of public housing units and any Section 8 certificates allocated under A.6.a. above.

A.8. HUD shall perform the following functions with regard to the other HUD Assisted Housing in Dallas County and Plano:

**a. Modification of Affirmative Fair Housing Marketing Plans**

HUD shall direct the owners, operators, or managers of assisted housing developments in Dallas County, Texas and Plano which are located in census tracts with a non-Hispanic white population equal to or greater than 60% according to the most recent U.S. Census to adopt or amend their existing Affirmative Fair Housing Marketing Plan or Equal Housing Opportunity Plan within 90 days of the date of this Remedial

Order to include the following procedures:

(i) Each assisted housing development will include DHA and the City of Dallas Fair Housing Office as community sources to be contacted for applicant referrals, and specifically will recruit as applicants those African-Americans referred to it by HUD, DHA, or the City of Dallas Fair Housing Office.

(ii) The owner, operator, or manager will record, for each African-American applicant, the dates each person applied, the action(s) taken on each such application and date of each action, the dates of each offer of housing assistance made, whether the offer(s) are accepted, the date of any rejected or withdrawn applications, and the specific reasons given by the applicant for any rejection of an offer or withdrawal of an application. On request and at least annually, the owner, operator, or manager will provide a status report that shows its current vacancies, its waiting list, each African-American applicant's place on this list, a listing of each unit by bedroom size that was vacated and/or newly occupied since the initial directive from HUD or previous report, all applicants to whom offers were not extended and the reasons therefor, and a designation of offers and acceptances as to each such unit by applicant name, as well as making available the record itemized above.

(iii) Subject to federal preference percentage occupancy requirements, the developments will give

African-American applicants referred by HUD, DHA, or the City of Dallas a preference, equal to, but no greater than, the federal selection preferences that are accorded in the recipient-selection process to other applicants who, at the time they are seeking housing assistance, fall in the categories listed in 24 C.F.R. § 960.211(a)(1). All developments subject to this requirement, however, shall cease giving those persons the priority and preference required here if and when African Americans have achieved meaningful access to the development. A showing that the non-Hispanic white occupancy of the development is less than 60% shall constitute prima facie evidence that such access has been achieved. If the class member preference is no longer required, each class member will continue to receive the same statutory or regulatory federal preference to which the class member would otherwise be entitled.

(iv) The development will determine every three months, the racial composition characteristics of those receiving its assistance and the racial composition of those on the waiting list for its assistance, and HUD will determine annually, the racial identification of the area of neighborhood within which those receiving its assistance are located.

**b. Notice.**

HUD shall provide annually to DHA and the City of Dallas Fair Housing Office for distribution to each African-

American participant in the low income housing programs operated by DHA and the City annually, a written notice of all HUD-assisted low-income housing developments in Dallas County, Texas and Plano that would offer those persons a desegregative housing opportunity because it is located in an area that is a least 60% non-Hispanic white according to the most recent census information available. HUD shall provide to DHA and the City of Dallas for inclusion in the annual notice:

(i) The full address, telephone number, and name of the person responsible for accepting applications for the development, a short description of the type of housing offered by the development, and the general eligibility requirements for the development.

(ii) The notice shall also include: (a) a provision that informs the recipients that, upon request, HUD shall refer, in writing, the name of the person to specific developments; that the developments will be under a duty to recruit that person to apply; and specifically what this duty requires; and (b) the telephone number of the HUD Fair Housing and Equal Opportunity ("FHEO") Office that is designated to perform the functions set out in paragraph d. below, and a brief description of the functions to be performed by that office.

c. Response to Complaints



HUD's Southwest Fair Housing Enforcement Center shall respond to complaints of discrimination or of violations of HUD applicant-selection procedures or of the various civil rights statutes applicable to transactions conducted under this Remedial Order. It shall keep written records of the complaints and of all actions taken by HUD as a result of the complaints.

d. HUD functions

HUD shall perform the following functions:

i) HUD shall maintain a written record of all referrals to assisted housing developments and the results of such referrals, and shall monitor the performance of assisted housing providers in extending offers to persons so referred.

ii) HUD shall designate specific personnel to respond to requests for information and requests for assistance from African-Americans on the waiting lists for or participating in DHA's low income housing programs desiring to obtain a desegregative housing opportunity. The assistance to be provided shall include referrals of those interested to public housing developments, and to programs other than low income public developments, that offer desegregative housing opportunities in Dallas County, Texas and Plano.

A.9 . HUD has submitted to the Court its assessment of the feasibility of, advantages and disadvantages of, likely cost of, and obstacles or barriers to the operation of a Clearinghouse for

the Dallas metropolitan area. By "Clearinghouse" is meant the Clearinghouse concept as set out in Attachment B to plaintiffs' 9/27.94 exhibit #2. Depending on the results of HUD's assessment and the comments of the other parties to the lawsuit, the Court may consider whether to order the operation of such a Clearinghouse.

**Vestige B:** The units, projects, and neighborhoods available for the African-American occupants of and applicants for DHA's low rent public housing projects are substantially inferior to the conditions in which low income whites receive HUD assistance [plaintiffs' 9/27/94 exhibits ##62-66, 68-80]. Walker v. HUD, 734 F.Supp. 1231, (N.D. Tex. 1989).

HUD is ordered to take the following actions to eliminate this vestige or racial segregation:

B.1 HUD shall implement a project and neighborhood Equalization Plan for the DHA family developments, which plan is attached to this remedial order. The goal of this plan shall be the equalization of the DHA family developments, and surrounding neighborhoods, with the privately-owned, HUD-assisted housing in predominantly white areas of Dallas County and Plano. The plan shall be amended to include any items developed as a result of the process described in B.5. The implementation of this plan constitutes actions which are practical for HUD to take to equalize conditions in DHA's family projects and surrounding neighborhoods. Nothing in this paragraph, or in the attachment referred to herein, shall be construed to require HUD to provide any funding for DHA's equalization efforts beyond that to which

DHA is otherwise entitled, either through a formula or competitive distribution, nor shall any term in this decree be construed to require HUD to give DHA an advantage over any other housing authority in connection with any application DHA may file with HUD for funds that are distributed on any non-formula basis.

B.2. In addition to funding referenced in the Equalization Plan, the funding available for these improvements includes the \$15,000,000 in CIAP funding and DHA's formula Comprehensive Grant Program funding. Any Comprehensive Grant Program funding which becomes available for reallocation because an agency does not qualify to receive all or part of its formula allocation pursuant to 42 U.S.C. 14371(k)(b) shall be made available for these improvements in an amount equal to DHA's relative need as determined by 42 U.S.C. 14371(k)(2)(A). Future funding for these improvements may also become available under other programs created by Congress.

B.3. HUD is ordered to catalog in writing all of HUD's grant programs and all of any other federal agency's grant programs which could be used to accomplish the improvements to the unit, project, and neighborhood conditions of the DHA family projects necessary to eliminate the vestiges of racial segregation. The catalog shall be updated as old programs are abolished and new programs come into existence.

B.4. HUD is ordered to use its authority and leadership under Executive Order 12892 to notify and request participation of a task force of representative of federal agencies with

programs and funding which could be used to accomplish the improvements to the unit, project, and neighborhood conditions listed in B.7. below. The obvious examples of Health and Human Services, and the Department of Justice. HUD shall be responsible, using whatever assistance the task force may provide, for providing the timely identification of programs and funding and providing the technical assistance necessary to ensure that timely and complete applications, if necessary, are submitted and are given full and fair consideration by the agency involved.

B. 5. HUD is ordered, to the extent authorized by law, to consider whether to use its authority to enforce the civil rights laws and the affirmatively further fair housing provisions in the Fair Housing Act and the Community Development Block Grant Act to require the City of Dallas to affirmatively further fair housing by reducing crime in and around and blighting neighborhood conditions around DHA's family projects and achieving substantial equality to the conditions found in and around the predominantly white located HUD assisted projects in the Dallas area. The conditions which must be addressed include those listed in B.7. below.

B. 6. In addition to high levels of crime, the other conditions adversely affecting all or some of DHA's family projects include:

- a. exposure to industrial uses and environmental hazards,
- b. inappropriate industrial zoning,

- c. unsatisfactory streets, curbs, drainage, sidewalks, lighting and other municipally provided facilities,
- d. lack of neighborhood commercial services such as grocery stores, pharmacies, banks or other financial institutions, and medical facilities,
- e. lack of decent, standard, affordable, single family units in the neighborhoods around the projects for the persons now residing in those neighborhoods who wish to remain in those areas,
- f. high concentrations of poverty households and households on public assistance, and
- g. public schools challenged by high percentages of students failing to pass minimum competency tests.

B. 8. In considering any applications by the City of Dallas for HUD funds which could be used to eradicate the vestiges racial segregation in DHA's programs, HUD shall include as an objective, measurable condition affecting the allocation of assistance, the resources needed to eliminate the vestiges of racial segregation in DHA's low income housing programs.

B. 9. The requirements of ¶¶ B.1 through B. 9 of the Remedial Order Affecting HUD are the actions which the Court finds are practical for HUD to take to eliminate Vestige B.

Vestige C. At least 2,850 [59.2%] of the black households on DHA's Section 8 certificate and voucher program live in predominantly black or racially concentrated and low income areas. Only 21% of those households live in predominantly white areas. 45.6% of white DHA Section 8 households live in predominantly white areas.

HUD is ordered to take the following actions to eliminate this vestige of racial segregation:

C.1. HUD shall provide DHA with \$300,000 per year for ten years for the provision of regional mobility services in conjunction with Section 8 certificates and vouchers provided pursuant to ¶ A.6.b and ¶ C.3.<sup>5</sup> The regional mobility counselor utilizing these funds shall be chosen pursuant to a competition conducted by HUD. Plaintiffs will be permitted input in the development of counseling program criteria and the selection of the mobility counseling entity shall be submitted to the Court for approval. If HUD does not select a mobility counseling entity within six months of the execution of this order, the Court may appoint a mobility counseling entity and HUD shall enter into a contract for counseling services with the entity selected by the Court. The contract with the selected mobility counseling entity shall contain a provision permitting HUD to terminate services of the mobility counselor if so ordered by the Court. Both Plaintiffs and HUD shall have the authority to petition the Court for termination of the mobility counselor, pursuant to ¶ G.4. If DHA applies and is not chosen as regional mobility counselor, DHA will continue to administer the Section 8 certificates and vouchers, except as to mobility counseling, and shall operate as the pass-through entity for funding the mobility counselor using these funds.

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<sup>5</sup> As of the date of execution of this document, HUD has provided these funds to DHA.

C.2. HUD shall take the need to eliminate Vestige C. into account in the setting and approval of Section 8 Fair Market Rent and Voucher Payment levels for Section 8 certificate and voucher programs operating in Dallas County and adjoining areas. If Fair Market Rent and voucher payment levels are adversely affecting the promotion of desegregation through the Section 8 program, and an increase in those levels is otherwise consistent with statutory requirements, HUD shall grant an exception to the Fair Market Rent level and approve an increase in the Voucher Payment Standard level necessary to obtain a desegregated housing opportunity in the Dallas County area and Plano.

C.3. HUD shall, as it has agreed, provide at least 1,000 Section 8 vouchers to the City of Dallas to be used by the City in complying with ¶3.5 of the City's 1990 Consent Decree with the plaintiffs.<sup>6</sup>

Vestige D. The neighborhood conditions for a majority of the black Section 8 participants are substantially inferior to the conditions in which low income whites receive HUD assisted housing and to the conditions in which whites paying rent comparable to the total rent paid by and on behalf the Section 8 households reside [plaintiffs' 9/27/94 exhibits ## 70 - 73, 76, 78].

HUD is ordered to take the following actions to eliminate this vestige of racial segregation:

D.1. The actions to eliminate Vestige C. above, which will also aid in the elimination of this vestige.

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<sup>6</sup> As of the date of execution of this document, HUD had provided 1400 vouchers.

D.2. HUD shall also take the need to eliminate this vestige into account in its administration of the federal programs for housing and community development throughout Dallas County, Texas and the adjoining areas.

E. The requirements of ¶¶ C.1. through D.2 of the Remedial Order Affecting HUD are the actions which the Court found are practical for HUD to take to eliminate Vestiges C and D. If HUD has complied with those provisions during the time that it takes to reach the goal of desegregated housing opportunities necessary to eliminate Vestige A, then, HUD will be deemed to have taken the practicable actions within its power to eradicate Vestiges C and D in the Remedial Order Affecting HUD.

#### F. Monitoring and Reporting

F.1. HUD shall file quarterly reports detailing the status of compliance with each provision of this Order and specifically reporting the results of that compliance.

F.2. The report for each quarter shall be filed with the Court and copies served on the parties within thirty days of the end of the quarter covered by the report.

F.3. The Court expects the parties to cooperate in the provision of information necessary to monitor compliance with this order. However, if agreement is not possible on any matter, and if the Special Master is not able to resolve the dispute, then the discovery provisions of the Federal Rules of Civil Procedure shall be applicable.

#### G. Jurisdiction of the Court



G. 1. The Court retains jurisdiction to enforce this Remedial Order according to general equitable principles.

G. 2. The Secretary of HUD, the Assistant Secretary of HUD for Public and Indian Housing, and the Assistant Secretary of HUD for Fair Housing and Equal Opportunity and their successors in office are personally responsible for compliance with this order pursuant to 5 U.S.C. § 702.

G.3. This Remedial Order will remain under judicial supervision for 10 years. At the end of this period the Court will dismiss the case if dismissal is appropriate under the provisions of this Section G.

G.4. Before seeking any order by the Court concerning the enforcement or alleged violation of any provision of this Order, the parties must comply with the following procedure:

(a) the party seeking the court order regarding enforcement or alleged violation of a provision of this Order shall so notify all other parties and shall describe in writing and with specificity the term(s) of the Order it believes to have been violated, the alleged errors or omissions, and the corrective action sought (the "Notice");

(b) if requested to do so, the party seeking the Court order shall provide additional information then available to it, pertaining to the alleged violation or need for enforcement set forth in the Notice;

(c) the parties may meet and discuss the alleged violation or need for enforcement, and/or take independent steps to

investigate the alleged violation;

(d) if the Notice is not withdrawn or corrective action is not taken within 60 calendar days of the receipt of the Notice, the party seeking the Court order may then file its motion with the Court.

G.5. Prior to the expiration of the 10-year period established in ¶ G.3. above, HUD may seek termination of the Court's supervision, in whole or in part, as appropriate by demonstrating unitary status has been achieved. "Unitary status" means that all reasonable methods have been employed and all reasonably available resources applied to eradicate the vestiges of racial segregation in DHA's public housing and Section 8 housing programs, and that such vestiges have been eradicated to the extent practical. In support of a claim that unitary status has been achieved, HUD shall submit to the Court with a copy to all parties, a detailed, factual account upon which the assertion is based. The account by HUD shall include: all steps taken by HUD to eradicate the vestiges of racial segregation; the basis upon which HUD relies for the assertion that no further action by HUD to remove the vestiges of racial segregation is practical or required; whether or not actions by an organization, entity, or person other than HUD could further desegregation and what such actions are; and the steps taken by HUD to secure the performance of such actions and the results of those steps; and any other information relevant to the determination of unitary status.

G. 6. Unless the Court has previously terminated its

supervision over HUD pursuant to ¶ G.5., above, or proceedings to determine whether it should terminate supervision under ¶G.5., above pending, the Court's supervision over HUD under this Order shall automatically terminate at the expiration of 10 years after the entry of this Order.

G. 7. Notwithstanding ¶G.6. above, the Court may extend its supervision over HUD beyond 10 years after the entry of this Order, provided that the Court finds, by a preponderance of the evidence, that HUD has failed to satisfy a specific obligation HUD is expressly required to meet by the specific terms of this Order, and provided further that the Court's supervision of HUD under this Order may only be extended with respect to the specific obligation(s) HUD is found to have failed to satisfy, and only for such a period as is necessary to enable HUD to comply with such obligation(s). The Court may not increase the financial burden of HUD. The term of the court's supervision over HUD pursuant to this Order may not be extended pursuant to this paragraph unless plaintiffs provided to HUD, at least 90 (ninety) days in advance of the termination of this Order as provided for in ¶ G.5., above: (a detailed, written notice of the specific, express obligation(s) contained in this Order that HUD is alleged to have violated, including a detailed explanation of the specific manner in which HUD is alleged to have violated the obligations(s); and (2) copies of all documents that demonstrate the specific violation(s) defendants are alleged to have violated.

## H. Funding

Nothing in this Remedial Order shall be construed to require the Federal Defendants to obligate, expend, or otherwise utilize any funds that Congress has not specifically directed be used for a purpose of this Remedial Order.

## I. Comparable Relief

I.1. The Federal Defendants shall not be found in violation of this Remedial Order or otherwise be penalized in any way, including but not limited to being held in contempt, due to a failure to perform any obligation imposed on them by the terms of this Remedial Order which results from the unavailability of funding from Congress necessary for compliance, from the modification or revocation of statutory authority necessary for compliance, from the failure of HUD or any other person to seek funding or authority from Congress, or from any communication between HUD and Congress that results in any change in HUD's appropriation(s) or statutory authority. HUD shall not seek withdrawal of appropriations for the primary purpose of preventing fulfillment of obligations contained in this order.

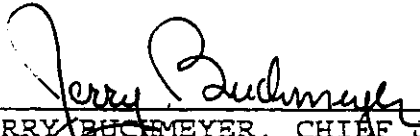
The Federal Defendants' duty to discharge the obligations imposed upon them by this Remedial Order is subject to the availability of funding authority from Congress; nonetheless if, at any time before the termination of HUD's obligations under this Remedial Order, Congress fails to appropriate funds necessary for compliance with HUD's funding obligations herein,

or revokes or otherwise substantially modifies any statutory authority necessary for HUD to comply with any material and substantial provision of relief in this Remedial Order plaintiffs shall be entitled to receive alternative relief, consistent with HUD's revised funding or statutory authority, which is comparable to the relief that HUD can no longer provide. Such comparable relief shall not, however, require the Federal Defendants to provide or expend funds in an amount greater than that expressly agreed to by the Federal Defendants under the terms of this Remedial Order, nor shall the Federal Defendants be required to take any action which would circumvent or violate, or have the effect of circumventing or violating, the intent of Congress. In no event shall any revision in HUD's funding or statutory authority constitute a basis for reopening this Remedial Order.

I.2. In implementing section I.1, above, the parties shall consult in an effort to agree upon a proposed modification of this Remedial Order to provide such relief. If the parties agree upon a proposed modification, they shall promptly submit the modification to the Court for its approval. If after sixty days the parties cannot agree upon a modification, any party may submit the matter to the Court for adjudication, after providing 10 days advance written notice of its intent to do so to every other party. In the event comparable relief for a requirement contained in this Remedial order is impossible to provide, in whole or in part, HUD shall be discharged from performance of all or the remainder of that obligation, as the case may be, provided

however, that if at any time between the date on which it is determined that an obligation contained in this decree, or comparable relief for such an obligation, again becomes possible for HUD to provide, defendants shall reinstate the obligation, or comparable relief, as the case may be. In no case, however, shall defendants be required to provide any such obligation or comparable relief that defendants were temporarily unable to discharge or provide for a period in excess of 15 years from the date of entry of this Modified Remedial Order.

ENTERED: 5 Dec. 97.

  
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JERRY BUCHEMEYER, CHIEF JUDGE  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS

EQUALIZATION PLAN  
Dallas Housing Authority Family Developments

Project Improvements

Pursuant to ¶ B.1 of the Remedial Order, HUD requested that DHA provide a list of unit and project improvements necessary to make the unit and project conditions at DHA's family developments substantially equal to the unit and project conditions at the HUD assisted projects located in predominately white areas of Dallas. The Physical Improvements Cost Analysis (Attachment A) prepared by DHA is attached hereto as the plan to equalize conditions in the DHA family developments.

In order to make these improvements, DHA may use its operating subsidy, which is currently available to DHA, and which will be provided annually to DHA as prescribed by statute and regulation.

Additional funding sources may also include, but are not limited to, the Hope VI program, the Public Housing Drug Elimination Program, and CDBG assistance from the City of Dallas. DHA must qualify, which may include competition, for such program funds, as required by statute or regulation.

To the extent that HUD has discretion to provide resources, from funds currently used for such purposes, HUD will consider using such funds for project improvements identified pursuant to this Equalization Plan, subject to statutory and regulatory authority.

For those items not funded by HUD, HUD will request the assistance of other federal, state and local entities in identifying other funding sources to help assure funding of these items.

DHA shall have the discretion to determine the order in which improvements are made, given the availability of funding. DHA's estimated cost for equalization of project conditions over a ten year period is \$128,239,295.

Finally, HUD will assist DHA in developing plans for the family developments which may include economic development, training, daycare, and other programs that enhance the viability of the sites.

Neighborhood Equalization Investments

In order to comply with the Remedial Order, HUD completed a preliminary survey of conditions in and around the DHA family developments in June 1996. HUD subsequently produced an equalization plan and submitted it to the Court in July 1996. HUD's survey did not fully address all of the items listed in

paragraph B.7. HUD will update this survey to incorporate those items within three months after execution of this remedial order. This updated survey will use neighborhood definitions contained in the consent decree executed by the City of Dallas and Plaintiffs. HUD will file its updated plan with the Court and will provide copies of this plan to DHA and the City of Dallas. HUD will also consider incorporating additional priorities that DHA and representatives of the Plaintiff's class may wish to include in this plan.

In addition, HUD will assign a staff person to hold quarterly meetings in the family developments to solicit information regarding specific examples of neighborhood deficiencies which need to be addressed. HUD will incorporate identified items in the list of deficiencies.

HUD will take the following actions to improve the conditions identified in the plan:

1. HUD will take actions prescribed in ¶ B.8 of this Remedial Order.
2. HUD will take actions prescribed in ¶ B.4 of this Remedial Order. HUD will also request the assistance of state and local entities, and community organizations in identifying possible sources of funding to improve identified conditions.
3. To the extent that HUD has discretion to provide resources, from funds currently used for such purposes, HUD will consider using such funds to address conditions identified in the plan, subject to statutory and regulatory authority.
4. HUD will assist DHA and the City of Dallas to implement improvements for conditions identified in the updated survey by working with them to identify sources of funding and, when it is appropriate, to assist DHA and/or the city in its application for funding for items identified in the DHA family developmetns neighborhoods.
5. HUD will encourage the City of Dallas to maintain or increase the level (percent of total funds expended) of general and CDBG funding in the DHA family neighborhoods over the next ten years to address items in the plan.



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FROM

TO

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P.02

	Major Mod. Costs	Mtn. Mgmt. Space	Community Space	Sec. 8 Rplac.	Ongoing Mtn.	Total
Barbara Jordan Sq.					845,000	845,000
Brackins Village					531,500	531,500
Cedar Springs Pl.					3,802,129	3,802,129
Cedar Springs					686,500	686,500
Frazier Courts	22,500,000	360,000	2,500,000	100 du		25,360,000
Little Mexico					461,500	461,500
Pebbles			75,000		110,750	185,750
Rhoads Terrace					8,096,791	8,096,791
Roseland	23,750,000	360,000	2,500,000	136 du		26,610,000
Turner Courts					4,311,635	4,311,635
West Dallas	48,180,000					48,180,000
Scattered Sites					579,800	579,800
Park Manor					2,647,706	2,647,706
Brooks Manor					2,930,615	2,930,615
Cliff Manor					1,859,526	1,859,526
Audelia Manor					1,150,843	1,150,843
Total	94,430,000	720,000	5,075,000	236 du	28,014,295	128,239,295

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	Activity	Development(s) Impacted	Amount	R. O. Clc.
1	Southern Dallas Economic Development Loans a. Funding to businesses for start-up expansion or improvement purposes b. Personnel costs to review loan applications c. Funding for third party contractors to assist applicants prepare loan project	Prattler, Cedar Springs, Rowland, Little Mexico, Shreds and Turner	\$ 450,000 \$ 250,000 \$ 50,000	B.7.d.
2	Minor Home Repairs - South Dallas/Park Park Emergency repairs and safety improvements	Prattler Courte	\$ 200,000	B.7.e.
3	Minor Home Repairs - West Dallas Emergency repairs and safety improvements	West Dallas	\$ 100,000	B.7.e.
4	Minor Home Repair - Citywide Emergency repairs and safety improvements	All	\$ 857,000	B.7.e.
5	Home Improvement Program - West Dallas Loans up to \$30,000 to eliminate substandard conditions	West Dallas	\$ 100,000	B.7.e.
6	Home Improvement Program - Citywide Loans up to \$30,000 to eliminate substandard conditions	All	\$1,200,000	B.7.e.
7	Code Enforcement - West Dallas a. Inspections and referrals b. Enforcement c. Partial funding for caseworker to assess compliance with codes for persons who have received citations	West Dallas	\$ 376,000 \$ 127,112 \$ 51,200	B.7.e.
8	Dedicated GAZ II Expansion Code Inspection Stricter code enforcement of substandard properties to bring them into compliance	All	\$ 325,064	B.7.e.
9	Historic Facade Improvements Funding for replacement of historic building facade	Bracklin Village	\$ 49,500	B.7.d.
10	Rental Housing Preservation Funds for acquisition/rehabilitation of structures to increase affordable housing for lower income families	All	\$1,000,000	B.7.e.
11	Volunteers in Plumbing - Minor Plumbing Repair Plumbing Repair assistance to low income/ disabled or senior citizen homeowners	All	\$ 30,000	B.7.e.
12	Neighborhood Street Improvement Grants Grants to low/moderate income homeowners to cover their share of street improvement costs	All	\$ 5,000	B.7.c.
13	Relocation/Replacement Housing Assistance Assistance to homeowners/tenants occupying structures identified with code violations	All	\$ 400,000	B.7.e.

14	Housing (acquire/rehabilitate) 15 rental housing for low/very low income families	All	\$ 540,000	B.7.e.
15	Arden Terrace Park site improvements Design and construction of playground and benches, tables, water fountain, etc.	Brackins Village	\$ 50,000	B.1.1.
16	Phyllis Wheelley Park site improvements Pool renovation and safety fencing	Prater Courts	\$ 55,000	B.1.1.
17	Kenzie Park site development Site improvements: fencing, tables, multi-use court, picnic shelter	Park Manor	\$ 94,000	B.1.1.
18	Marla Luna Park site improvements Convert tennis court to basketball and combine soccer field	Cedar Springs	\$ 50,000	B.1.1.
19	Oak Cliff Boys and Girls Club Renovations A/C replacement, swimming pool replacement, recreation and tutorial services	Brackins Village and Ronda	\$ 79,000	B.1.1. B.7.f., B.7.g.
20	J. C. Burgess Recreation Center Phase II expansion Interior renovations, boxing gym, activity room, office and storage	West Dallas	\$ 750,000	B.1.1.
21	Baerston/Jillhole Branch Library Replace doors, windows, relocate electric fixtures, add classrooms	Brooke Manor, Barbara Jordan Square	\$ 105,000	B.7.f., B.7.g.
22	Martin Luther King, Jr. Library Renovations Interior renovations electric system necessary for computers. Fire alarm, roof	Park Manor	\$ 15,750	B.7.f., B.7.g.
23	The Science Place Classroom Construction Construction of classrooms used to provide education and training	Hoseland, All	\$ 50,000	B.7.f., B.7.g.
24	K. B. Polk Recreation Center Addition Design and construction improvements, multipurpose room, storage, restrooms	Cedar Springs	\$ 178,000	B.1.1.
25	After School Program - K. B. Polk Recreation Center Funding for summer and after school programs for ages 5 - 12, health, physical fitness, career development, computer classes, mentoring, etc.	Cedar Springs	\$ 15,931	B.7.f., B.7.g.
26	Arlington Park Gymnasium Enclosure and Connection Funding for design and construction of connection between gym and recreation center and enclosure of open air gym	Cedar Springs	\$ 130,000	B.1.1.
27	Dallas West Branch Library Renovations Funding for renovations: ceiling, insulation, door, restroom partitions, electric fixtures, electric gate, electrical system for computer and fire alarm, roof, painting	West Dallas	\$ 125,000	B.7.f., B.7.g.

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28	Highland Hills Branch Library Renovations Funding for enhancements to existing parking, plumbing, electrical system needed for computers, fire alarm	Brookline Village	\$ 27,226	B.7.f., B.7.g.
29	Pleasant Grove Branch Library Renovations Funding for interior improvements, electrical system for public address system and computer, fire alarm, HVA/C system	Conner (enclosed site)	\$ 147,170	B.7.f., B.7.g.
30	Neighborhood Anti-Drug Program Provide community based programs to curb drug use	College Park (enclosed site)	\$ 10,000	B.7.f., B.7.g.
31	Gang Prevention Program Drug prevention training and outreach at six sites throughout Dallas	All	\$ 100,000	B.1.d.
32	Teen Violence - Victim Outreach Programs in support of victims of teen violence and prevention education services	All	\$ 35,000	B.1.d. B.7.f., B.7.g.
33	Phoenix Project Renovations Funding for renovations at a facility which provides gang prevention and intervention programs	All	\$ 50,000	B.1.d.
34	Jappa - After-School Program Site After school and summer programs, mentoring, computer, career development for ages 5-12	Turner, College Park	\$ 23,054	B.1.g. B.7.f., B.7.g.
35	Jappa - After-School Program Site Renovations Funding for renovations such as windows, doors, A/C, plumbing enhancements for an after school site	Turner, College Park	\$ 19,600	B.7.f., B.7.g.
36	Youth and Job Training - Pleasant Grove/Pleasant Wood Area Youth between 5 - 17 receive training and skills for growth, escape abusive environments, negative peer pressure	Conder	\$ 40,000	B.7.f., B.7.g.
37	Youth Related Social Services Educational activities, counseling, advocacy, support and emergency social services for delinquent and pre-delinquent youth	All	\$ 29,250	B.7.f., B.7.g.
38	Homework Centers Utilize personal computers with educational software to facilitate homework activities, elementary through high school age	Conner, Brookline Village	\$ 14,853	B.7.f., B.7.g.
39	Computer Literacy Lab Funding for renovation of space to add restrooms, security cameras, improve walls, floors, windows to house adult literacy lab	All	\$ 80,200	B.1.g., B.7.f.
40	Our Brother's Keeper Acquisition Funding for building and land acquisition for outpatient substance abuse treatment services	All	\$ 115,000	B.7.f., B.7.g.

41	Shavna Children's Place Renovations Funding for renovations; driveway construction at childcare facility for children with special needs	All	\$ 30,000	B.7.f., B.7.g.
42	Haven Academy Renovations and Expansions Funding for expansion of facility to maintain child care services	All	\$ 50,000	B.7.f., B.7.g.
43	Community Center for the Deaf Renovations Funding for renovations; driveway and fence construction at facility that provides a variety of social services for hearing impaired	All	\$ 50,000	B.7.f., B.7.g.
44	Teen Centers Establish constructive teen activities, programs, materials within a library setting for youth.	All - Roseland, Prosear, College Park	\$ 25,000	B.7.f., B.7.g.