

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
4-92-CV-712 (JMR/FLN)

Lucy Hollman et al.)
)
 v.) ORDER
)
Martinez et al.)

Plaintiffs seek an order extending the Court's jurisdiction over the parties to effectuate a consent decree entered on April 21, 1995.

The parties have extensively briefed this issue, and all parties -- save one -- have mutually reached accord. Excepting only the lone dissenting party, all have agreed upon both this matter and have agreed which parties may be presently dismissed. The Court heard oral argument on June 13, 2002.

The lone dissenting party is the United States of America, by its agency, the United States Department of Housing and Urban Development ("HUD"). HUD opposes any temporal extension of this Court's jurisdiction. Because the objector is the sovereign, the Court affords its interests the special respect and consideration to which it is entitled.

This case involves the parties' effort to root out and ameliorate a more than 75-year-long pattern of racial discrimination in the siting and construction of housing -- including public housing -- in Minneapolis, Minnesota, and its environs. To date, the consent decree has necessitated the removal

FILED
RICHARD D. SLETTER, CLERK
7-12-02
JUDGEMENT ENTERED _____
DEPUTY CLERK'S INITIALS _____

of hundreds of units of public housing and the relocation of the displaced tenants from that housing to disbursed sites both in Minneapolis and its surrounding urban and suburban communities. The former site of the now-removed public housing facilities has been cleared and is undergoing massive redevelopment.

The site is being transformed into a mixed-income, multi-racial community, and is fast becoming a model for careful and respectful urban design. The relocated families and residents have used a number of state and federal programs to fund their moves and the services those moves require. Hundreds of new housing units are under construction, with hundreds more to follow.

When the consent decree was entered, the parties ambitiously agreed upon a seven-year program within which to complete the project. In a thousand different ways, however, the realities of life, humanity, and the workings of multiple governmental units, both elected and appointed, have worked to slow the project's completion from the seven-year timeline. Some of those events have necessitated this Court's intervention. See, e.g., Am. Consent Decree, March 23, 2000 [Docket No. 187].

Meetings, almost literally countless, have been held to review the changes and steps required for this ambitious enterprise. The Court is aware of City council meetings in many local suburban communities, as well as hundreds of meetings with displaced individuals and interested groups. Documents have been translated

into five or more languages, and individuals have been counseled in their own tongues, all in an effort to smoothe areas of friction and make this undertaking possible.

Seven years has simply not been enough time. This would likely be so, even in the best of all possible worlds. It is even more true in this world -- the one of reality -- in which all people, even those of goodwill, do not always act in perfect accord.

With these facts in mind, the Court turns to HUD's request that the Court dismiss it from the case and decline to extend jurisdiction over it. HUD argues it is before the Court pursuant only to the consent decree it signed seven years ago. Alleging that it has fulfilled all of its commitments, and claiming the consent decree requires no further action on its part, HUD states there is no reason for the Court to extend its jurisdiction, particularly given the sovereign's lack of assent -- which it is unwilling to provide.

The parties seeking the Court's extended jurisdiction reply, citing a number of duties which may require HUD's assistance or assent. These include, but are not limited to, HUD's responsibilities to cooperate in and co-sponsor the formation of strategies and implementation of policies, as required by ¶ 60; to monitor and insure compliance review of the Minneapolis defendants, as required by ¶ 98; to conduct the fair housing certifications

required in ¶ 86; to write the annual update letter required in ¶ 92; to fund and supervise future Section 8 resources, as required in ¶ 66; to regulate new private owners, as required by ¶ 68; to approve mobility counseling and other elements of the program, as required by ¶ 71; to provide enforcement and review, as required in ¶¶ 89 and 90; and to maintain the discretionary exception rents for Section 8, and to maintain statistical and census data, as required by ¶ 104; all of which are delineated in the original consent decree.

The moving parties agree HUD has complied with its obligations enumerated in the consent decree, they claim HUD's assistance is both necessary and to be expected as the parties continue their efforts to fully comply with the consent decree. But while HUD is not required to perform any specific acts immediately, the Court considers that those who seek to keep HUD in the case have the better part of the argument.

Plaintiff's arguments prevail for a simple reason: the parties chose to resolve this case by agreement and elected to spare the Court the onerous and probably unhelpful duty of either submitting this matter to a jury or of making Findings of Fact and Conclusions of Law at trial. Suffice it to say that the regrettable and extreme concentration of racial minorities into one small geographic area of this community is the offspring of many parents. At one time or another, each party to this suit had a

dime in the game. The Court casts no aspersions toward any party, because all are participating in resolving the situation with an open hand and with good intent. But this long history strongly counsels the Court against allowing any party to be released from this action, and from this Court's jurisdiction, until the goals of the decree are very substantially effectuated.

It is absolutely possible -- indeed the Court considers it likely -- that as this case, with all of its urban planning, funding, permitting, and land transfers, moves to conclusion, HUD's involvement will be required. The Court knows that if HUD is dismissed from this case, it can certainly be located. The Court also knows HUD is susceptible to process. On the other hand, there is the distinct possibility that if HUD were later sought (for this suit or settlement, or one reasonably related to it), there could well be a protracted search for a jurisdictional basis and appropriate avenue of relief. These bases are unquestionably present at this time, as the parties attempt to expeditiously conclude the extended and complex resolution to which they all agreed a short seven years ago.

Therefore, after considering each parties' position, the Court finds it proper to extend its jurisdiction over this matter and these parties -- including HUD -- to and until November 1, 2004.

The Court specifically cautions and advises the parties that it is not offering a blank check or a permanent right of access for

this case. But, to the contrary, no party should be lulled into concluding it might "outlast" the Court, and thereby evade its responsibilities under the settlement agreement. This remains a lawsuit; it has a beginning, and it will have an end. The Court will be pleased to uphold its responsibilities as the parties endeavor to comply with theirs.

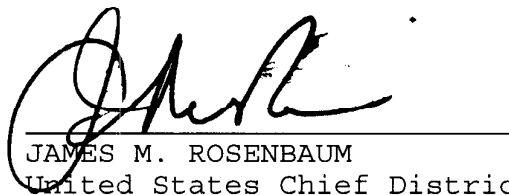
Therefore, based on the files, records, and proceedings herein, IT IS ORDERED that:

1. By agreement of the parties, the consent decree and jurisdiction of the Court over defendant Metropolitan Council [Docket No. 218] is terminated.

2. Jurisdiction over defendants Mondale and Ryan is terminated.

3. The Court's jurisdiction over this matter and the remaining defendants [Docket Nos. 202 & 205] is extended until November 1, 2004.

Dated: July 12th, 2002



JAMES M. ROSENBAUM

United States Chief District Judge