

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

CORINE BOLES, GERTRUDE BEDFORD,
ARCEAL BUCHANAN, MARY L. DAVENPORT,
BARBARA J. JACKSON, JACQUELINE M.
JAMES, ROSIE L. JONES, CAROLYN L.
LANE, MARCHELLA J. RHONE, LOU E.
RILEY, EMILY WALLACE, BETTY J.
ELLIOTT, EARLINE T. FUEL AND
THERESA Y. GATSON

Plaintiffs,

v.

HENRY G. CISNEROS, SECRETARY OF
THE UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOP-
MENT; THE UNITED STATES DE-
PARTMENT OF HOUSING AND URBAN
DEVELOPMENT; JANICE OWENS
INTERIM EXECUTIVE DIRECTOR
OF HOUSING AUTHORITY OF KANSAS
CITY, MISSOURI AND THE HOUSING
AUTHORITY OF KANSAS CITY,
MISSOURI.

Defendants.

Boles v. Cisneros



PH-MO-003-001

Civil No.
92-0526-CV-W-9

CONSENT DECREE

The plaintiffs, Corine Boles, Gertrude Bedford, Arceal Buchanan, Mary L. Davenport, Barbara J. Jackson, Jacqueline M. James, Rosie L. Jones, Carolyn L. Lane, Marchella J. Rhone, Lou E. Riley, Emily Wallace, Betty J. Elliott, Earline T. Fuel and Theresa Y. Gatson, having filed this Complaint on behalf of themselves and all others similarly situated, and plaintiffs and defendants Housing Authority of Kansas City, Missouri, Janice Owens, Interim Executive Director of the Housing Authority of Kansas City, (collectively referred to as "HAKC") and the United States Department

of Housing and Urban Development and its Secretary, Henry G. Cisneros (collectively referred to as "HUD") having each consented to the making and entry of this Consent Decree, without trial or adjudication of any issue of fact or law herein, and the Court having considered the matters and being duly advised, it is

HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and of the parties hereto.

2. This case is certified as a class action and the class is defined as all residents of Riverview; and all applicants to public housing operated by defendant HAKC who have been placed on a waiting list for public housing.

3. Plaintiffs Betty J. Elliot and Theresa Y. Gatson will be placed in public housing within thirty (30) days of the date of this Consent Decree as long as they are otherwise eligible for public housing.

4. HAKC agrees to perform comprehensive modernization and rehabilitation of Riverview to transform the development into safe, decent and sanitary condition without loss of any units through the following course of action:

A. HAKC will contract for an independent architect to prepare plans and specifications based on the needs assessment to rehabilitate the Riverview development identified in the Major Reconstruction of Obsolete Property grant application approved by HUD on September 30, 1992 (MR0P). Attachment 1.

B. HAKC agrees to make each of the 232 units of Riverview, all the common areas and grounds safe, decent, sanitary and viable for the next 20 years without any demolition, conversion or disposition. As part of the rehabilitation, all services on site at Riverview controlled by HAKC shall be improved, including but not limited to the playground, park areas, landscaping, outside lighting and security. Security guards will be provided to the extent funds are available for their employment.

C. HUD will provide \$10,536,900 of the MROP grant for HAKC to complete the modernization and rehabilitation of Riverview. Such funds will be provided for modernization and rehabilitation upon HAKC's submission and HUD's approval of the architectural plans and specifications and HAKC's development plan for Riverview.

If HUD determines that HAKC is deficient in its modernization of Riverview, it will provide HAKC with notice and a reasonable opportunity to correct the deficiencies, prior to withholding any funds. HUD will simultaneously provide a copy of such notice to plaintiffs' counsel. If HUD subsequently determines to withhold funds from HAKC because HAKC did not take the necessary corrective action, plaintiffs reserve the right to challenge in this or any other court any such decision.

HAKC will provide plaintiffs' counsel with a copy of the quarterly report that it submits to HUD pursuant to paragraph 10 of this Consent Decree which details HAKC's progress in completing the modernization of Riverview.

D. Until the completion of the modernization of Riverview, HAKC agrees to meet with the Riverview Resident Management Corporation (RMC) and plaintiffs' counsel on at least a quarterly basis to discuss plans for the modernization of Riverview and the progress of said modernization.

E. HUD and HAKC agree to allow the RMC to be an active participant in the selection of the independent architect. This purpose shall be accomplished by the appointment by the RMC of two individuals to serve as members of the Riverview Task Force. Notice to these individuals will be made by giving notice to plaintiffs' counsel of all task force meetings.

HAKC agrees to consult with the RMC with respect to the modernization which includes the selection of the architect for the preparation of the plans and specifications, selection of the contractor to perform the actual rehabilitation work at Riverview, and tenant displacement and relocation plans and procedures.

F. HAKC will employ residents of Riverview, the RMC and other public housing developments to the greatest extent possible to perform the modernization of

Riverview.

G. HAKC agrees to allow the RMC to inspect on a monthly basis by appointment with a designee of HAKC, the modernization and rehabilitation work at Riverview. HUD and HAKC will investigate any reasonable complaints or problems identified by the RMC.

H. If at a later date, subsequent to the complete modernization of Riverview, HAKC submits an application to HUD for approval for reconfiguration, partial demolition of Riverview or its disposition, HAKC will simultaneously provide to plaintiffs a copy of any such application. Upon written request, HUD will provide to plaintiffs any copy of HUD's response to such application and, in the event HUD approves the application, HUD will provide plaintiffs with a copy of said approval. Upon written request, HUD and HAKC will provide copies to plaintiffs of any correspondence concerning any application for disposition or partial demolition of Riverview. Should plaintiffs object to HAKC's application or HUD's final administrative decision on said application, plaintiffs may challenge these actions before this or any other court.

HAKC shall not apply to HUD for its approval of the reconfiguration or total or partial demolition of Riverview without complying with the requirements of Section 18(d) of the United States Housing Act of 1937, as amended, 42 U.S.C. 1437p(d) and 24 C.F.R. §970.1 et

seq.

5. HAKC will conduct a promotional campaign designed to increase occupancy at Riverview. The campaign will include but not be limited to the following features:

A. HAKC will publicize the rehabilitation of Riverview in brochures and posters ninety (90) days after the completion of the master plan and schedule of construction. HAKC will submit the brochures and posters to plaintiffs' counsel for approval prior to dissemination. The brochures will be distributed to prospective applicants through HAKC's marketing and outreach programs. The posters will be displayed at HAKC offices. The publicity will initially emphasize the scope and substance of the rehabilitation work to be performed at Riverview. After completion of the work at Riverview, the publicity will emphasize the scope and substance of the work actually completed.

B. HAKC will offer tours to any applicant who has been offered a unit at Riverview. HAKC can delegate this responsibility to the RMC, if the RMC agrees. The tours will emphasize the program of improvements at Riverview. The tours will be conducted by persons who are familiar with the neighborhood, schools and all of the benefits of residing at Riverview. HAKC is ultimately responsible for fulfilling the requirements of this paragraph whether or not it decides to delegate the tour function to the RMC.

C. Immediately prior to the completion of the modernization of Riverview pursuant to the MROP, HAKC will conduct a reception at Riverview. Representatives from local radio, television and newspapers will be invited. Public officials in Kansas City and tenants at Riverview will also be invited. The focus of the reception will be on presenting the improvements at Riverview. For example, HAKC will present photographs and exhibits showing the difference between Riverview before improvements and after improvements. HAKC will use the reception as an opportunity to promote Riverview as a desirable place to live.

D. HAKC may discontinue the promotional campaign set out in this paragraph 5 when Riverview has achieved 90% occupancy. All expenses of the promotion campaign described in this paragraph 5 will be borne by HAKC, except for expenses associated with the RMC's tours of Riverview, which expenses shall be the sole responsibility of the RMC.

6. HAKC will file with the Court annually, a report detailing the status of compliance with each provision of this Consent Decree until the rehabilitation and modernization has been completed and the Riverview project reaches 90% occupancy.

7. For purposes of monitoring this Consent Decree, HUD, upon written request, will make available to plaintiffs' counsel for inspection and copying the following

documents, reports and records that come into existence after the date of this Consent Decree, and that are within HUD's possession, with the exclusion of any materials or documents that would be privileged or would not be discoverable under the Federal Rules of Civil Procedure:

- A. Any documents, materials, memoranda, records, and correspondence pertaining to Riverview.
- B. Documents and materials relating to the racial composition of Riverview.
- C. All management reviews and occupancy audits by HUD in which Riverview has been referenced and responses of HAKC to the same.
- D. Any complaints against HAKC with regard to racial discrimination at Riverview.
- E. Any documents, materials, memoranda, records and correspondence concerning maintenance, lack of maintenance, vacancies or fair housing compliance with regard to Riverview. The release of said documents is subject to applicable restrictions found in 24 C.F.R. § 1.7(e).

8. For purposes of monitoring this Consent Decree, HAKC will make available to plaintiffs' counsel for inspection and copying the following documents, reports and records that come into existence after the date of this Consent Decree and that are within HAKC's possession, with the exclusion of any materials or documents that would be privileged or would not be discoverable under the Federal Rules

of Civil Procedure:

- A. Any Riverview MROP or modernization documents, memoranda, records and correspondence.
- B. All waiting lists for public housing to be submitted automatically to plaintiffs on a quarterly basis.
- C. All monthly Occupancy Reports.
- D. Any Housing Quality Standards Inspection Reports.
- E. Any documents pertaining to existing Kansas City property maintenance code violations at Riverview.

Defendant HAKC shall allow plaintiffs' counsel, upon one (1) week's prior notice, to review any files, documents, memoranda or records in defendant HAKC's possession pertaining to the MROP or other modernization programs and to the other obligations of defendant HAKC outlined in this Consent Decree.

9. The provisions of this Consent Decree applicable to HAKC and HUD in their separate capacities as defendants shall apply to each of their officers, directors, agents, employees, successors and assigns, and to all persons, firms or corporations in active concert or participation as partner or joint venture with defendants.

10. Every three (3) months, beginning from the date of this Consent Decree, defendant HAKC will submit a status report to plaintiffs' counsel detailing the progress made in the rehabilitation and modernization of Riverview as well as its obligations and expenditures of MROP or other moderniza-

tion funds. Said status report shall include defendant HAKC's progress in implementing all of its other obligations outlined in this Consent Decree. Said report shall also include but not be limited to the following:

(1) A description of the MROP or other funds received, expended and obligated for the applicable time period; and

(2) A description of the rehabilitation work performed and in progress at Riverview and the status of said work and the extent of RMC participation in each stage of the modernization of Riverview.

11. The Court will retain jurisdiction over this matter for the purpose of enabling any party to this proceeding, including the named plaintiffs, the plaintiff class, HAKC, or HUD to apply to the Court for such further orders as may be necessary or appropriate for the construction, implementation, or enforcement of this Decree. Otherwise, this agreement may be modified only with the prior written consent of counsel for all parties and submission to the Court for approval. In addition, prior to submission of any dispute under this Agreement to the Court, counsel for the parties shall consult in an effort to resolve the matter informally.

12. With the exception of plaintiffs attorney's fees and costs, the terms of this Decree constitute the entire understanding of the parties, and no statement, remark, agreement or understanding, oral or written, which is not

contained herein, shall be recognized or enforced, nor does the Decree reflect any agreed-upon purpose other than the desire of the parties to reach a full conclusion of this action as between the parties and to resolve this matter without the time and expense of further litigation. With respect to the issue of attorney's fees and costs, plaintiffs agree that they will not seek attorney's fees under the Equal Access to Justice Act but, rather will file their application for attorney's fees under 42 U.S.C. §1988.

13. It is agreed and the Court so finds that all of the foregoing obligations of defendants were agreed upon with full participation of plaintiffs; that all of the foregoing obligations benefit the members of the defined plaintiff class; and further, it shall be sufficient notice of this Consent Decree to members of the defined plaintiff class that defendants post copies of this order on the main bulletin boards of defendant HAKC's offices at 299 Paseo, Kansas City, Missouri.

14. The procedures, policies and forms incorporated in this final judgment will be in full force and effect as of this date.

Dated this _____ day of _____, 1993.

UNITED STATES DISTRICT COURT

We hereby consent to the entry of the foregoing Consent Decree without further notice.

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