

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 01-3766 CIV-HIGHSMITH/GARBER

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FILED

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CLARENCE MADDOX
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MARY REESE, VELMA BAILEY,)
HERBERT JONES, PATRICIA SANDERS)
and L.I.F.T., an unincorporated)
association,)

Plaintiffs,)

v.)

MIAMI-DADE COUNTY, RENE RODRIGUEZ,)
Director of the Miami-Dade Housing)
Agency, MEL R. MARTINEZ, Secretary of)
United States Department of Housing)
and Urban Development, UNITED STATES)
DEPARTMENT OF HOUSING AND URBAN)
DEVELOPMENT.)

Defendants.)

DEFENDANTS MEL R. MARTINEZ AND UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT ANSWER AND AFFIRMATIVE
DEFENSES

Defendants, Melquiades R. Martinez, as Secretary of
the United States Department of Housing and Urban
Development, and the United States Department of Housing and
Urban Development by their undersigned counsel, in response
to the numbered paragraphs of Plaintiffs Class Action

Handwritten initials/signature

Complaint for Declaratory and Injunctive Relief, answer by corresponding numbered paragraphs as follows:

1. The first and second sentences of paragraph 1 constitute Plaintiffs characterization of this suit and contain conclusions of law to which an answer is not required. To the extent an answer is required, these sentences are denied. The third and fifth sentences in paragraph 1 are denied. The fourth sentence in paragraph 1 is denied, except to admit that the HOPE VI Project does involve the demolition of units at the Scott Homes and Carver Homes public housing projects.

2. Defendants admit the allegation in the first sentence of paragraph 2. The remainder of paragraph 2 contains conclusions of law to which an answer is not required, but if one is required, it is denied.

3. Paragraph 3 contains conclusions of law to which an answer is not required, but if one is required, it is denied.

4. Paragraph 4 constitutes Plaintiffs characterization of this suit and contains conclusions of law to which an answer is not required, but if one is required, it is denied.

5-7. Paragraphs 5 through 7 contain Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

8. Paragraph 8 is denied.

9. Paragraph 9 is admitted.

10. Defendants are without sufficient information or knowledge to either admit or deny the allegations contained in paragraph 10 and therefore, deny the same.

11. Defendants are without sufficient information or knowledge to either admit or deny the allegations contained in paragraph 11 and therefore, deny the same.

12. Defendants are without sufficient information or knowledge to either admit or deny the allegations contained in paragraph 12 and therefore, deny the same.

13. Defendants are without sufficient information or knowledge to either admit or deny the allegations contained in paragraph 13 and therefore, deny the same.

14. Defendants are without sufficient information or knowledge to either admit or deny the allegations contained in paragraph 14 and therefore, deny the same.

15. Paragraph 15 is admitted.

16. Defendants admit the allegations contained in paragraph 16, except to deny that Rene Rodriguez is charged

with establishing the policies of the Miami-Dade Housing Agency.

17. Defendants are without sufficient knowledge or information to either admit or deny the allegations contained in paragraph 17 and therefore, deny the same.

18. Paragraph 18 is admitted.

19. Paragraph 19 is admitted, except to deny that the Secretary is charged with enforcement of all functions, powers and duties of HUD.

20. Paragraph 20 constitutes Plaintiffs characterization of this suit to which an answer is not required, but if one is required, it is denied.

21. Paragraph 21 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

22. Defendants deny the allegations in the first and second sentences of paragraph 22. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the third sentence of paragraph 22.

23. The first sentence in paragraph 23 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied. The

allegations in the second sentence of paragraph 23 are denied.

24. Paragraph 24 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

25-26. Paragraph 25 and 26 contain Plaintiffs characterizations of this suit and conclusions of law to which an answer is not required, but if one is required, it is denied.

27. Paragraph 27 contains a summary of a statute, to which this Court is referred for a full and accurate statement of its content. Pub. L. 102-389, Title II, 106 Stat. 1579, 42 U.S.C. § 1437l note.

28. Paragraph 28 contains a summary of a statutory provision, to which this Court is referred for a full and accurate statement of its content. 42 U.S.C. § 1437v.

29. Defendants deny Plaintiffs summary and characterization of the 1998 HUD HOPE VI Guidebook.

30. Paragraph 30 is admitted.

31. Paragraph 31 contains a summary of a regulatory provision, to which this Court is referred for a full and accurate statement of its content. 64 Fed. Reg. 9618 9627-8 (Feb. 26 1999).

32-43. Paragraphs 32 through 43 contain Plaintiffs summary and characterization of statutory and regulatory provisions to which this Court is referred for a full and accurate statement of their content.

44. Defendants admit the allegations in the first sentence of paragraph 44. As to the allegations in the second sentence of paragraph 44, they are denied, except to admit that Scott Homes is one of the largest public housing communities in Florida.

45. Paragraph 45 is admitted

46. Defendants are without sufficient information or knowledge to either admit or deny the allegations contained in the first sentence of paragraph 46, and therefore, deny the same. The second sentence of paragraph 46 is denied, except to admit that to be eligible for tenancy in Scott Homes an applicant must be low or very low income as those terms are defined in the United States Housing Act of 1937, as amended. The allegations in the third sentence of paragraph 46 are admitted.

47. Defendants are without sufficient knowledge or information to admit or deny the allegations in the first sentence paragraph 47, except to admit that the Scott Homes complex has units with four to six bedrooms. Defendants are

without sufficient knowledge or information to either admit or deny the allegations in the second sentence and therefore, deny the same. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the third sentence in paragraph 47 and therefore, deny the same. (The cite to the data is not identified)

48. Defendants are without sufficient knowledge or information to either admit or deny the allegations in paragraph 48, except to admit that in the area near Scott Homes there are retail stores, including the Northside Shopping Center, and a Youth Education Town Center.

49. Defendants are without sufficient knowledge or information to either admit or deny the allegation in the first sentence in paragraph 49 and therefore, deny the same. Defendants deny the allegations contained in the second and third sentences in paragraph 49, except to admit that according to data submitted to HUD by the Miami-Dade Housing Agency, on November 26, 2001, the Miami Dade Housing Authority administered 10, 036 units of public housing and 5,400 were family units and 4,636 were elderly units.

50. Defendants admit the allegations in the first sentence, except to qualify that rents are set at 30 percent

of the "adjusted" income of the family as that term is defined in the United States Housing Act of 1937, as amended and implementing regulations. The allegations in the second sentence of paragraph 50 are denied.

51. Defendants deny the allegations in the first sentence of paragraph 51, except to admit that the Miami-Dade Housing Agency does maintain a waiting list for assisted housing, including persons seeking public housing. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the second sentence of paragraph 51 and therefore, deny the same. (The cite to federal data is not identified.)

52. Defendants deny the allegation in the first sentence of paragraph 52. As to the allegations in the second and third sentences, defendants are without sufficient knowledge or information to either admit or deny these allegations and therefore, deny the same.

53. Defendants admit the allegations in the first and third sentences of paragraph 53. The allegations in the second sentence are denied, except to admit that the Miami-Dade Housing Agency does administer Housing Choice Vouchers that eligible families may use to rent housing on the private rental market.

54. Defendants are without sufficient knowledge or information to either admit and deny the allegations contained in paragraph 54 and therefore, deny the same.

55. Defendants deny the first sentence in paragraph 55. The allegations in the second sentence of paragraph 55 are admitted.

56. Defendant are without sufficient knowledge or information to either admit or deny the allegations in the first sentence of paragraph 56 and therefore, deny the same. The allegations in the second sentence of paragraph 56 are denied. Defendants admit the allegations in the third and fourth sentences.

57. Paragraph 57 is denied.

58. Paragraph 58 is denied.

59. Defendants are without sufficient knowledge or information to either admit or deny the allegations in paragraph 59 and therefore, deny the same.

60. Defendants admit the allegations in the first and fourth sentences. Defendants are without sufficient of knowledge or information to either admit or deny the allegations in the second and third sentences of paragraph 60 and therefore, deny the same.

61. Paragraph 61 is admitted.

62. Defendants admit the allegations in paragraph 62, except that the defendants records indicate that the Miami Dade County defendants HOPE VI application was submitted on May 27, 1999 and the HOPE VI Grant award letter is dated August 25, 1999.

63. Paragraph 63 is admitted.

64. Paragraph 64 is admitted.

65. Paragraph 65 contains conclusions of law to which an answer is not required, but if one is required, it is denied.

66. Defendants admit the allegations in the first sentence. Defendants deny the remainder of the allegations as to the federal defendants in paragraph 66. As to the remainder of the allegations against Miami Dade County, the defendants are without sufficient information or knowledge to either admit or deny the allegations and therefore, deny the same .

67. Defendants deny the allegations in the first sentence of paragraph 67. Defendants are without sufficient knowledge and information to either admit or deny the allegations against the Miami-Dade County defendants in the second and third sentences. Defendants deny the

allegations in the second and third sentences, except to admit that HUD does not operate a "rent to own" program.

68. Defendants deny the allegations in the first sentence of paragraph 68. The remainder of this paragraph, consists of Plaintiffs summary and characterization of information contained in the 1999 HOPE VI application by Miami-Dade County and the Court is referred to the document for a complete statement of its contents.

69-71. Defendants are without sufficient knowledge or information to either admit or deny the allegations in paragraphs 67 through 71 and therefore, the deny the same.

72. Defendants admit the allegations in the first sentence of paragraph 72. Defendants are without sufficient knowledge or information, to either admit or deny the allegations contained in the second sentence and therefore, deny the same.

73-74. Defendants are without sufficient knowledge or information to either admit or deny the allegations contained in paragraphs 73 and 74 and therefore, deny the same.

75. Paragraph 75 is denied.

76. Defendants are without sufficient knowledge or information to either admit or deny the allegations

contained in paragraph 76 and therefore, deny the same. (The cite for the federal data is not identified).

77. Defendants deny the allegations in paragraph 77, except to admit that families residing in Scott Homes may be offered Housing Choice Vouchers administered by the County defendant and funded by the defendants.

78. Defendants are without sufficient knowledge or information to either admit or deny the allegations contained in paragraph 78, and therefore, deny the same.

79. Defendants admit the allegations in the first sentence of paragraph 79. Defendants deny the allegations in the second sentence of paragraph 79. Defendants are without sufficient knowledge or information either to admit or deny the allegations in the third sentence of paragraph 79 and therefore, deny the same.

80. Defendants admit the allegations in the first sentence of paragraph 80. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the second sentence of paragraph 80.

81. Defendants admit the allegations contained in paragraph 81, except to clarify the tenant families pay as rent a percentage of their "adjusted" income as that term is

defined in the United States Housing Act of 1937, as amended and implementing by regulations.

82. Paragraph 82 is denied.

83. Defendants deny the allegations in the first sentence of paragraph 82, except to admit that in order to use a Housing Choice Voucher, the rental property must meet Housing Quality Standards. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the second sentence and therefore, deny the same.

84-85. Defendants are without knowledge or information to either admit or deny the allegations in paragraphs 84 and 85 and therefore, deny the same.

86. Defendants deny the allegations in the first sentence of paragraph 86. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the second sentence of paragraph 86 and therefore, deny the same. (The cite to federal information or data is not identified).

87. Defendants are without sufficient knowledge or information to either admit or deny the allegations in paragraph 87 and therefore, deny the same.

88. Paragraph 88 is denied.

89. Paragraph 89 is denied.

90. Defendants deny the allegations in the first sentence of paragraph 90, except to admit that as of May 1, 2000 information provided to HUD by the Miami-Dade Housing Agency indicated that over 99 percent of the families residing in the Scott Homes and Carver projects were identified as Black/African American. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the second sentence of paragraph 90 and therefore, deny the same.

91. Defendants are without sufficient knowledge or information to either admit or deny the allegations in paragraph 91 and therefore, deny the same.

92. Defendants deny the allegations in paragraph 92, except to admit that the Miami-Dade HOPE VI plan will reduce the number of units on the site of the Scott Homes and Carver Homes public housing developments.

93. Defendants are without sufficient knowledge or information to either admit or deny the allegations contained in paragraph 93 and therefore, deny the same.

94. Paragraph 94 is denied.

95. Defendants deny the allegations in the first and fifth sentences of paragraph 95. Defendants admit the allegations in the remainder of this paragraph.

96. Paragraph 96 is a statement of Plaintiffs' beliefs, to which an answer is not required, but if one is required, it is denied.

97. Paragraph 97 is denied.

98. Paragraph 98 is denied.

99. Defendants deny the allegations in the first, third and fourth sentences in paragraph 99. The second sentence contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

100. Defendants deny the allegations in paragraph 100.

101. Defendants deny the allegations in paragraph 101.

First through Fourth Claims for Relief

Paragraphs, 102-110 pertain solely to Plaintiffs allegations against Miami Dade County and Rene Rodriguez, Director of the Miami-Dade Housing Authority, and therefore, no response is necessary. To the extent that a response is deemed necessary, defendants respond as follows:

102. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

103. Paragraph 103 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

104. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

105. Paragraph 105 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

106. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

107. Paragraph 107 is denied.

108. Paragraph 108 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

109. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

110. Paragraph 110 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

Fifth Claim for Relief

111. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

112. Paragraph 112 is denied.

Sixth Claim for Relief

113. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

114. Deny.

Seventh and Eighth Claims for Relief

Paragraphs 115-118 pertain solely to Plaintiffs allegations against Miami-Dade County and Rene Rodriguez, Director of Miami-Dade Housing Authority and therefore, no response is necessary. To the extent that a response is deemed necessary defendants respond as follows:

115. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

116. Paragraph 116 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

117. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

118. Paragraph 118 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

Ninth Claim for Relief

119. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

120. Paragraph 12 is denied.

Tenth, Eleventh and Twelfth Claims for Relief

Paragraphs 121-128 pertain solely to Plaintiffs allegations against Miami Dade County and Rene Rodriguez, Director of Miami Dade Housing Authority and therefore, no response is necessary. To the extent that a response is deemed necessary defendants respond as follows:

121. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

122. Paragraph 122 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

123. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

124. Paragraph 124 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

125. Defendants deny the allegations in the first sentence of paragraph 125, except to admit that the use of \$2,000,000 in Community Development Block Grant funds is anticipated. Defendants admit the allegations in the second sentence. Defendants are without sufficient knowledge or information to either admit or deny the allegations in the third and fourth sentences. The fifth sentence contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

126. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

127. Paragraph 12 contains Plaintiffs conclusions of law to which an answer is not required, but if one is required, it is denied.

128. Defendants deny the allegations in the first sentence of paragraph 128, except to admit that the use of \$2,000,000 in Community Development Block Grant funds is anticipated. The second sentence contains a conclusion of law to which an answer is not required, but if one is required, it is denied.

Thirteenth Claim for Relief

129. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

130. Paragraph 130 is denied.

Fourteenth Claim for Relief

131. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

132. Paragraph 132 contains a summary of statutory and regulatory provisions, to which the Court is referred for a full and accurate statement of their content.

133. Paragraph 133 is denied.

134. Paragraph 134 is denied.

135. Paragraph 135 is denied.

Fifteenth Claim for Relief

136. Defendants repeat and reallege their answers for paragraphs 1 through 101 as if set out in full.

137. Paragraph 137 contains a summary of statutory and regulatory provisions, to which the Court is referred for a full and accurate state of their content.

138. Paragraph 138 is denied.

Defendants specifically deny all allegations not hereinbefore admitted. Defendants respectfully request that the prayer for relief be denied; that this action be dismissed; and that the federal defendants be awarded their costs and fees and such other relief as may be appropriate.

AFFIRMATIVE DEFENSES

First Defense

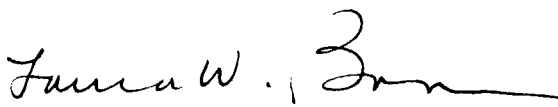
Plaintiffs fail to state a claim upon which relief may be granted.

Second Defense

The Court lacks subject matter jurisdiction over this case.

Respectfully submitted,

GUY A. LEWIS
United States Attorney

By: 

LAURA W. BONN
Assistant U.S. Attorney
Fla. Bar No. 244759
99 N.E. 4th St., Suite 300
Miami, Florida 33132
Tel: (305) 961-9422
Fax: (305) 530-7139

CLARE HARRIGAN
U.S. Dept. of H.U.D.
Office of Litigation
451 7th Street, S.W., Room 10258
Washington, D.C. 20410
Tel: (202) 708-0614
Fax: (202) 708-3351
Attorneys for Federal Defendants

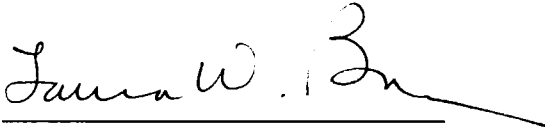
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed and sent by facsimile this 5th day of December, 2001 to the following:

Charles F. Elsesser, Jr., Esq.
Florida Legal Services, Inc.
Suite 450
3000 Biscayne Blvd.
Miami, Florida 33137

JoNel Neuman, Esq.
Florida Justice Institute, Inc.
2870 First Union Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131

Terrence Smith
Assistant County Attorney
Suite 2810
111 NW 1st Street
Miami, Florida 33128

By: 
LAURA W. BONN
Assistant U.S. Attorney

reese2.ans