

February 11, 1972

Mr. James O. Brayboy
Ms. Essie M. Singleton
Co-Chairmen, Clarke School
Urban Renewal Project Area Committee
513 Lawrence Street
Selma, Alabama 36701

Re: Clarke School Urban Renewal Project
Area Committee, et al. v. Romney, et al.,
No. 6310-70-P

Dear Mr. Brayboy and Ms. Singleton:

I am writing this letter to more fully explain the terms of the settlement in your Committee's lawsuit against the Department of Housing and Urban Development, the City of Selma, and the Selma Housing Authority. In the event you wish to distribute copies of this letter to persons attending the signing ceremony and press conference which will be held in Selma so that they may better understand the lawsuit and the settlement, please feel free to do so.

A. The Background of the Litigation

In response to requests from residents of Selma, Yale Rabin, a planning consultant to the NAACP Legal Defense Fund, undertook a study of housing and land use problems in Selma. The study assessed the impact of a number of federal programs -- urban renewal, public housing, highway construction, and water and sewer development -- as well as the impact of local land use policies on the housing opportunities of blacks in Selma. On the basis of its concerns and the study's findings the Clarke School Urban Renewal Project Area Committee, a committee chosen by residents of the Clarke School Area and authorized by Department of Housing and Urban Development to represent the residents of the urban renewal area, directed its attorneys to submit an "administrative" complaint to the United States Department of Housing and Urban Development and the Department of Transportation. The complaint was submitted in March 1970, and only after the federal agencies failed adequately

February 11, 1972

to respond to the Project Area Committee's grievances did the Committee file suit in November 1970, in the United States District Court for the Southern District of Alabama.

B. The Issues Involved in the Lawsuit

The complaint filed by the Project Area Committee and individual black residents of Selma who resided both inside and outside the Clarke School Urban Renewal Project, named as defendants two federal agencies -- the Department of Housing and Urban Development and the Department of Transportation -- and three local governing bodies -- the City of Selma, the Selma Housing Authority, and the Alabama Highway Department. The major issues raised in the complaint were as follows:

1. Urban Renewal.

Selma had received a survey and planning advance for the Clarke School Urban Renewal Project, Selma's first urban renewal project. The project area, located northeast and adjacent to the central business district, contemplated demolition which would displace about 200 black families. The plans and planning process for the project violated federal law and regulations because (a) the boundary lines of the project were drawn on racial grounds to exclude white owned and occupied housing in poor condition on one side, and white owned but black occupied substandard housing on another side, all of which needed treatment of some kind in order to create a stable neighborhood within the project area which would not decline because deteriorated and substandard conditions were allowed to exist at its boundaries; (b) adequate and non-discriminatory relocation housing did not exist for the black families who would be displaced by the project; (c) many black residents of the area who presently own their homes would be forced to become renters; and (d) project area residents were being denied the opportunity to meaningfully participate in the replanning of their neighborhood.

February 11, 1972

2. Public Housing.

All plans for new public housing construction in Selma were premised on the continued concentration of blacks in East Selma, where they would not only be segregated but subjected to the worst living conditions -- flooding and proximity to noxious industries -- in Selma. Three sites had been proposed for public low rent housing, and none satisfied the Department of Housing and Urban Development's requirements governing environmental and racial considerations.

3. Land Use Controls.

The City's zoning ordinance concentrates both high density residential and industrial development in the eastern part of Selma. The combined effect of these zoning decisions is to restrict lower rent housing to that part of Selma in which blacks have traditionally been required to reside, and which has the least protection from the adverse influences of heavy industry. In fact, substantial numbers of blacks live on land in East Selma which is zoned for industrial uses. It was this fact that led to the concern that a Department of Transportation financed highway, and a Department of Housing and Urban Development financed water drainage project, by removing the two impediments to industrial development -- lack of access and poor drainage -- would result in industrial development which would displace large numbers of blacks from their homes in the absence of adequate relocation housing.

4. General Planning.

Federal law requires municipalities to submit a document known as a workable program for community improvement as a pre-condition to the approval of urban renewal projects. According to the urban renewal law, the plan must include "an official plan of action, as it exists from time to time, for

February 11, 1972

effectively dealing with the problems of urban slums and blight within the community and for the establishment and preservation of a well-planned community with well-organized residential neighborhoods of decent homes and suitable housing environment for adequate family life . . ." The provision of the 1968 Fair Housing Act which requires the Department of Housing and Urban Development to "administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of [fair housing]" acts as an amendment to each and every part of federal housing laws,^{1/} and requires the Department to approve only those workable programs which contain official plans to create desegregated housing patterns and a suitable living environment for blacks and whites together. The workable programs submitted by the City of Selma, and the planning proposals and zoning maps which accompanied them, all revealed in contrast a local policy to reinforce segregated housing patterns.

C. Events Leading to the Settlement Agreement

The two federal defendants moved to dismiss the complaint, but in December 1971, the United States District Court denied the motions. The court's action gave plaintiffs an opportunity to prove their claims, and plaintiffs prepared themselves for a trial which was anticipated to begin in Spring 1972. Shortly after the court acted (and also after the department issued proposed new regulations governing site selection for publicly

^{1/} This issue has been decided by the United States Court of Appeals for the Third Circuit in a case called Shannon v. Department of Housing and Urban Development, 436 F.2d 809 (1970).

February 11, 1972

assisted housing) the Department of Housing and Urban Development withdrew its approval of two public housing sites in East Selma. The Department's Area Director, Jon Will Pitts, following informal discussions, then brought city officials and representatives of the plaintiffs together for a meeting in Birmingham on February 7, 1972 to discuss a possible settlement. The document entitled "The Selma Accord for Housing and Community Development" resulted from that meeting. With one amendment, it was approved by the Project Area Committee and the individual plaintiffs at a meeting in Selma on February 8, 1972. At that meeting the plaintiffs directed their attorneys, on the basis of the settlement, to withdraw the lawsuit without prejudice to their right to reinstitute the suit in the event local or federal officials violated its terms.

D. The Terms of the Agreement

1. Urban Renewal.

The parties agreed to extensively revise plans for the Clarke School Urban Renewal Project. In order to reduce the number of displacements and make use of housing which can be rehabilitated rather than demolished, the area will be resurveyed in order to identify those homes which can be rehabilitated. Where demolition is necessary, persons displaced will be given first priority in purchasing new homes in the area and displacement will be coordinated with the actual production of low cost replacement housing. The project boundaries will be expanded to create a larger more stable neighborhood. Redevelopment by qualified black developers will be encouraged, and a black urban renewal director who is acceptable to both HUD and the Project Area Committee will be hired. The changes in the project will necessarily require a new redevelopment plan, and the Project Area Committee will have a meaningful role in the replanning. The Committee and its members expect their role to include a participation in policy making, as it is their neighborhood and future which is involved.

February 11, 1972

2. Subsidized Housing - Immediate Action

On the subject of the location of subsidized housing the Committee and City officials struck a bargain. Under the bargain the City would be allowed to proceed with the smallest (42 units) of its low rent projects in East Selma, on a site which it had already acquired and cleared. In turn Selma officials are required to find and give all necessary approvals to sites in white neighborhoods for a total of 227 units of assisted housing at public housing level rents (127 units of leased public housing and 100 units of rent supplement housing). These local actions must be taken within 90 days of the signing of the agreement. In addition, 80 units of public housing which had originally been planned in the urban renewal area will either be located on new sites which satisfy HUD's project selection criteria or developed as homeownership units within the urban renewal project. If the sites found for these projects lack adequate facilities (e.g., water and sewer) the City will apply to the Department of Housing and Urban Development for loans and grants to construct them.

3. Subsidized Housing - Longer Range Action

The housing developments described above will only begin to meet the housing needs of Selma's poor and black. The City commits itself by these agreements to generally encourage developers to construct HUD assisted housing, by such actions as annexing land to the City, revising its zoning ordinance to create a choice of residential densities throughout the City and expand housing opportunities in all price ranges on a city-wide basis, and making applications to the Department of Housing and Urban Development for water and sewer funds to enable the development of new areas. In turn, the Department of Housing and Urban Development has agreed to accord high priority in funding and processing for all projects designed to implement the agreement.

February 11, 1972

4. Community Participation

In addition to the role of the Project Area Committee in the Clarke School Area, community participation in basic development planning on a city-wide basis will be assured by the creation of a Community Development Advisory Committee, which shall be 50% white and 50% black. The new Committee "will oversee, evaluate and recommend" to the Mayor, City Council, Zoning and Planning Boards, Housing Authority, and other appropriate agencies, actions to implement the revision of the City's zoning ordinance, establishment of a central relocation agency, annexation policies which have the objective of expanding housing opportunities (particularly through higher residential densities), and municipal facilities and service plans which give priority to residential neighborhoods with the greatest need.

E. The Immediate Future

On the basis of these agreements, a motion will be filed by the Clarke School Urban Renewal Project Area Committee and the individual plaintiffs to dismiss their action without prejudice. The agreement, accompanied by the resolutions adopted by the Project Area Committee and city agencies, will be filed with the court and become a matter of public record. In the event that any of the parties violate the agreement -- and particularly, in the event the City and the Selma Housing Authority fail within 90 days to locate and approve sites for 227 units of low rent housing outside areas of minority concentration which meet HUD's Project Selection Criteria -- then the attorneys for the Project Area Committee will reinstate the suit as they have been instructed to do by the Committee. It is, of course, deeply hoped by all concerned that this will not be necessary and that the "Accord" will serve as the basis for real progress in Selma and perhaps as a model elsewhere.

* * *

10 COLUMBUS CIRCLE 586-8397 NEW YORK, N. Y. 10019

Mr. James O. Brayboy
Ms. Essie M. Singleton
Page 8

February 11, 1972

One final word about the Legal Defense Fund may be helpful, if any questions arise. Although bearing the name NAACP Legal Defense Fund, we have long been separated from the NAACP. Our primary role is not to litigate in our name as an organization, but rather to provide legal counsel to individuals and community groups such as yours. In representing you three lawyers have been particularly active: Peter (now Judge) Hall of Birmingham, Lowell Johnston, now of San Francisco, and myself. Now that Judge Hall may no longer participate in the practice of law, Demetrius Newton of Birmingham will join us in representing your interests. We remain as committed as ever to support your efforts to obtain better housing and racial justice.

Sincerely,

Michael Davidson
Michael Davidson

MD:irp

10 COLUMBUS CIRCLE 586-8397 NEW YORK, N. Y. 10019