20-6604

No.

SUPREME COURT OF THE UNITED STATES

Mark T. Grant,

Petitioner,

vs.

City of Roanoke, Virginia,

Respondent.

On Petition for a Writ of Certiorari to

the United States Court of Appeals

for the Fourth Circuit

PETITION FOR A WRIT OF CERTIORARI

Mark T. Grant
pro se
41 TURTLEBACK PATH
HARDY, VIRGINIA 24101
Tel.: (540) 427-1441
Fax: (540) 427-1441
Cell: (540) 761-3347
E-Mail: kingcar2002@yahoo.com

ORIGINAL

QUESTIONS PRESENTED

Question 1: The HUD, Participating Jurisdiction, and Citizen Relationship

HUD and the City of Roanoke, VA entered into a contract where the City would accept federal funding to create housing and follow the regulations of the federal spending clause that allowed for this to happen. The City was found non-compliant by HUD as they were not following the regulations in effect, and the HUD-City contract was voided when the City repaid the federal funds.

When the HUD-City contract was voided, why wasn't the subsequent City-Citizen contract voided with cause?

When the city repaid the federal funds, why was the citizen still bound by now non-existent federal funds in the City-Citizen contract?

Question 2: 4th and 14th Amendment

The District Court for the Western District of Virginia concluded (7:16-cv-07) that City met the minimal requirements of due process guaranteed in the 14th Amendment for a 4th amendment seizure of property. The Citizen was allowed a choice of losing either a Constitutionally protected right of liberty, or losing a Constitutionally protected right of property.

How can a minimal requirement be sufficient when either outcome of a choice allowed to a Citizen by a local government results in the loss of a Constitutionally protected right? If these rights deprived then wouldn't Monell apply?

Question 3: Wright (479 U.S. 418) and Wilder (496 U.S. 498) v. Gonzaga (536 U.S. 273)

In both Wright and Wilder, the Court concluded that a private cause of action exists when there is a tangible loss of property in a federal spending clause. In Gonzaga, the Court concluded that there is no private cause of action in a federal spending clause if there is no tangible loss of property.

Does Gonzaga foreclose on all private causes of action in a federal spending clause, or just those where there is no tangible loss of property?

PARTIES TO THE PROCEEDINGS

The only parties to this proceeding are the Petitioner, Mark T. Grant, pro se, and the Respondent, the City of Roanoke, Virginia.

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Constitutional Authority

U.S. Constitution, 4th Amendment

U.S. Constitution, 14th Amendment

Federal Statutes

42 U.S. Code § 12745(b)(3)(A)(i)

24 CFR § 92.254(a)(5)(i)

28 U.S. Code § 1331

OPINIONS BELOW

The opinions of the lower courts in this case have not been published.

STATEMENT OF JURSIDCTION

The United States District Court for the Western District of Virginia had jurisdiction over this case pursuant to 18 U.S.C § 3231.

The United States Court of Appeals for the Fourth Circuit had jurisdiction over this case pursuant to 28 U.S.C § 1291.

The United States Court of Appeals for the Fourth Circuit rendered its decision on June 29, 2020. The jurisdiction of this Court is invoked pursuant to 28 U.S.C § 1254(1). Petitioner initially filed a Petition for a Writ of Certiorari on September 28, 2020. The Clerk determined that the petition was submitted timely and in good faith but is not in a form that complies with Rule 14, or with Rule 33, or Rule 39. The Clerk returned the petition with a letter indicating the

deficiency. A corrected petition will be submitted in accordance with Rule 29.2, no more than 60 days after the date of the Clerk's letter, and Petitioner is contemporaneously filing a motion for leave to proceed *in forma pauperis.*

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

U.S. Constitution

Amendment IV

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Amendment V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

Amendment XIV

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Statutory Provisions

42 U.S. Code § 12745(b)(3)(A)(i)

(b)Homeownership

Housing that is for homeownership shall qualify as affordable housing under this subchapter only if the housing—

(3)is subject to resale restrictions that are established by the participating jurisdiction and determined by the Secretary to be appropriate to—

(A)allow for subsequent purchase of the property only by persons who meet the qualifications specified under paragraph (2), at a price which will—

(i)provide the owner with a fair return on investment, including any improvements, and..

24 CFR § 92.254(a)(5)(i)

(a) Acquisition with or without rehabilitation. Housing that is for acquisition by a family must meet the affordability requirements of this paragraph…

(5) Resale and recapture. The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate and must specifically approve them in writing.

(i) Resale. Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low- income homebuyers. The participating jurisdiction must specifically define "fair return on investment" and "affordability to a reasonable range of low-income homebuyers," and specifically address how it will make the housing affordable to a low-income homebuyer in the event that the resale price necessary to provide fair return is not affordable to the subsequent buyer. The period of affordability is based on the total amount of HOME funds invested in the housing.

28 U.S. Code § 1331

The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.

STATEMENT OF THE CASE

Trice in the District courts opinion on 19th of March, 2019, it is mentioned [(1) ***"... it is clear from the evidence that errors were made by the city in applying the resale provisions",*** and, (2) ***"it is the court's understanding that resale formulas will be recalculated",*** and again, (3) ***"the city should give appropriate consideration in its revised calculations..."***].

There is currently no dispute by any of the parties involved that a protected property interest is the thing that was taken from the Plaintiff by the city. The core question remaining is, **"Does a local governing body, who voluntarily enters into a Federal spending program, have the right to manipulate the Federally mandated framework in place, congruent to that specific Federal spending program, allowing the local governing body to gain an advantage not defined inside the Laws or regulations created by Congress, by seizing either a constitutionally protected property interest, or a program specific monetary entitlement, using a restrictive covenant as an illicit tool, from another participant in the same Federal spending program?"**

The Supreme Court in Wilder v. Virginia Hospital Assn. said no. The Supreme Court in Wright v. Roanoke Redevelopment and Housing Authority said no. This instant case runs more parallel to the Wright case, where a protected property interest was taken by the local governing body engaged in a Federal spending program from other participants engaged in the same Federal spending program. The local governing body in Wright manipulated the terms set forth in that Federal spending program, to their own advantage, unlawfully enabling the local governing body to take an amount above their program specific monetary entitlement, which was the 30% threshold of income mandated, from other participants engaged in the same Federal spending program.

HUD has labeled the type of restrictive covenant that the defendants used as a "hybrid", having been produced by a combination of two or more distinct elements from different program origins. HUD found that the defendants creation and subsequent enforcement of this hybrid restrictive covenant to be non-program compliant. HUD's findings were specific to the Integrated Disbursement and Information System (IDIS) number 901, the exact restrictive covenant that the defendants used to take protected property interests from the plaintiff. HUD is granted the regulating authority by 42 U.S. Code § 2000d–1, but has been given no judicial authority in their administrative capacity; and as such, HUD could only command the defendants to elect an option of either; 1) restructuring the restrictive covenants, or 2) pay a penalty. The defendants chose the latter, and in doing so, separated their policy from HUD's policy. HUD's administrative authority over the specific IDIS #901 ended when the defendants payed the penalty. Before that point of voluntary separation of policy by the defendants, the City of Roanoke was acting on behalf of the Federal government as agents of 42 U.S. Code § 12745. When viewed in this light, this case takes the color of a Bivens action: in the authoring of the restrictive covenant dated 29th April, 2005; and the enforcement of the restrictive covenant on the 10th of January 2014. After that point of voluntary separation of policy by the defendants, as noted in the "Close Out Action" letter by HUD dated 10 September, 2015; the continuation of a policy where the action that is alleged uses unconstitutional implements, or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by that body's officers, as pre-determined to be errant by the Federal Regulating Agency; then a Monell action takes hold.

HUD found, and the court agreed to, three things wrong with the defendant's restrictive covenants; 1) the formula used, 2) the methodology used, 3) no consideration for the $2200 in

HOME funds. The court also independently found three more things wrong with the restrictive covenants; 4) no language for the taking of home equity, 5) the inclusion for "any" home improvement, but the consideration of none, 6) no consideration for the $6400 CDBG grant. The court has acknowledged and addressed six total deficiencies in the defendant's restrictive covenants; yet, the court has allowed this lame beast to survive and continue to cause damage to the plaintiff. The court in Shelley v. Kraemer, 334 U.S., Harmon v. Tyler, 273 U.S. and numerous other decisions have said that all citizens, regardless of race, cannot be deprived of a protected property interest from a constitutionally errant restrictive covenant. This instant case asks the same question for all citizens impacted, not by just by race, but by all U.S. citizens who are egregiously and unconstitutionally penalized from local governments by what HUD has defined as a hybrid restrictive covenant, ***"Can a state or local government, either acting on behalf of the Federal government, or by their own errant policy, strip a citizen of constitutionally protected liberty or property using a restrictive covenant for the tool of deprivation?"***

Private cause of action. The Court denied the Plaintiff an implied cause of action using the Gonzaga case as a precedent. The Plaintiff disagrees with this decision tying Gonzaga to this instant case because the Supreme court found the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA) created no personal rights to enforce under 42 U. S. C. § 1983. Contrarily, in Gonzaga the Court said that a Federal spending program does provide a private cause of action if: 536 U.S. 280, 281, "***Since Pennhurst, only twice have we found spending legislation to give rise to enforceable rights. In Wright v. Roanoke Redevelopment and Housing Authority, 479 U. S. 418 (1987), we allowed a § 1983 suit by tenants to recover***

past overcharges under a rent-ceiling provision of the Public Housing Act, on the ground that the provision unambiguously conferred "a mandatory [benefit] focusing on the individual family and its income." Id., at 430. The key to our inquiry was that Congress spoke in terms that "could not be clearer," ibid., and conferred entitlements "sufficiently specific and definite to qualify as enforceable rights under Pennhurst. " Id., at 432. Also significant was that the federal agency charged with administering the Public Housing Act "ha[d] never provided a procedure by which tenants could complain to it about the alleged failures [of state welfare agencies] to abide by [the Act's rent-ceiling provision]." Id., at 426.

Three years later, in Wilder v. Virginia Hospital Assn., 496 U. S. 498 (1990), we allowed a § 1983 suit brought by health care providers to enforce a reimbursement provision of the Medicaid Act, on the ground that the provision, much like the rent-ceiling provision in Wright, explicitly conferred specific monetary entitlements upon the plaintiffs. Congress left no doubt of its intent for private enforcement, we said, because the provision required States to pay an "objective" monetary entitlement to individual health care providers, with no sufficient administrative means of enforcing the (281) ***requirement against States that failed to comply. 496 U. S., at 522-523.*** Both the Petitioner Gonzaga University, and the Respondent Doe were participants of FERPA and both parties benefited from that spending act. There was no case however, since the Respondents Constitutional rights remained intact and no program specific monetary entitlement of FERPA was taken from the Respondent by the university. In this instant case, the city seized both a constitutionally protected property right (equity in the home) [***14th Amendment: Section 1.... No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law...***] and a program specific monetary

entitlement (fair return on investment) [***42 U.S. Code § 12745(b)(3)(A)(i) provide the owner with a fair return on investment***, and ***24 CFR § 92.254(a)(5)(i) … The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment…***].

The net Return on Investment in this instant case is $21,000 ($106,000 sale price minus the initial $85,000 investment) at a growth rate of roughly 2.49%. The gross Return on Investment in this case is $11,586.23 ($21,000 net return minus the $9,413.77 in costs) at a growth rate of roughly 1.44%, which is hardly an exorbitant amount. The Plaintiff in this instant case maintains he has a private cause of action under Wright, Wilder, and Gonzaga; as a program specific monetary entitlement, that of a fair return on investment, which is defined in the regulations at 24 CFR § 92.254(a)(5)(i) and is unambiguously conferred as a mandatory benefit focusing on the individual family and its income, was deprived to the plaintiff by the defendants. In this instant case, both the $11,586.23 fair return on investment, and the $14,671.07 of home-owners equity were taken by the defendant.

14th Amendment violation. The Court denied the Plaintiffs claim for relief under the 14th Amendment using Snider Int'l Corp. v. Town of Forest Heights case as a precedent. Snider Int'l is a case where a bunch of people were caught speeding by a speed camera in Maryland and were notified of their infractions by first-class mail. The court in Snider Int'l concluded that the plaintiff's 14th amendment rights were not infringed upon and no protected rights were lost. Snider Int'l quotes Mathews v. Eldridge, ["**Mathews** ***set forth the familiar three-step inquiry for determining the adequacy of the opportunity to be heard: a balancing of the private interest and the public interest, along with "the risk of an erroneous deprivation of such***

interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards." 424 U.S. at 335, 96 S.Ct. 893.] 739 F. 3d 146. In this instant case, an erroneous deprivation through the procedures used is exactly what happened. The HUD Findings against the city made that abundantly clear. The court recognized these Findings from HUD as factual evidence and said in its decision, *"... it is clear from the evidence that errors were made by the City in applying the resale provisions of the Restrictive Covenants."* If HUD says that the tool used by the defendant is erroneous, and the court agrees with HUD that the tool used by the defendant is erroneous, then why does this erroneous tool still exist and continue to cause a deprivation of a protected property interest to the plaintiff? And if an erroneous tool was used to cause a deprivation of a protected property interest, where is the plaintiff's due process?

The Court denied the Plaintiffs claim for relief under the 14th Amendment using Sunrise Corp. v. City of Myrtle Beach case as a precedent. Sunrise is a case about a building permit that was initially denied, but eventually granted. The court in Sunrise concluded that the plaintiff's 14th amendment rights were not infringed upon since they received the permit they were seeking, using the administrative appeals provided, and as such, no property rights were lost. In Sunrise, there were three levels of review clearly defined in the city code. *"If the Board denies the proposal, the applicant can appeal to the City Council, Myrtle Beach Code Appx. A § 606, which reviews the proposal de novo. Myrtle Beach Code Appx. A § 606.2. If the City Council affirms the Board, the applicant has the right to appeal to the Circuit Court in and for Horry County.3 Myrtle Beach Code Appx. A § 606.2."* Sunrise Corp. v. City of Myrtle Beach, 420 F.3d 325. An additional fourth level of appeal was present from the South Carolina Court of Appeals. *"We are of opinion that plaintiffs received due process, both procedural and substantive. Plaintiffs claim that their due process rights were violated because the hearings*

they received were unfair. Even if true, which we do not decide, this does not change the fact that plaintiffs received four levels of review, in each of which they were permitted to present their side of the controversy. In cases such as this we review the state process as a whole, and do not look only to what happened in front of the Board. See e.g. Tri County Paving, Inc. v. Ashe County, 281 F.3d 430, 437 (4th Cir.2002)(a "due process violation actionable under § 1983 is not complete when the deprivation occurs; it is only complete if and when the State fails to provide due process")(quoting Fields v. Durham, 909 F.2d 94, 98 (4th Cir.1990)). While it is true that there were several levels of judicial and administrative review, plaintiffs received the very remedy they sought, the permit to develop the property." Sunrise Corp. v. City of Myrtle Beach, 420 F.3d 328 (4th Cir. 2005).

The plaintiff in this instant case had exactly zero levels of review clearly defined in the Roanoke City code. The court quoted the City code of Roanoke; Ch. 2, Art. V, § 2-120, *"Except as otherwise specifically provided the city manager shall exercise supervision and control over all city departments and divisions."* Stating that a person is in charge of a thing is not a documentation of fact automatically creating an avenue for an appeal. That is not a clear course for review, not even to the courts standards of review for building permits in Sunrise, so how is this precedent relevant?

In this instant case, the same city department that was taking the protected property interest decided it would be O.K. for them to just go ahead and take it using an erroneous tool, and at no time in the pre-deprivation process did the supervisor of that department (Hollins) inform the plaintiff that any avenue for appeal existed from the city outside of Hollins' department. Instead, the Plaintiff was told, *"We've talked with the city's attorney... we will enforce this contract as it is written... we are going to take every nickel from you at closing."*

That's when the plaintiff reached out to HUD for guidance and filed the pre- deprivation complaint with HUD. The plaintiff was led to believe that all courses of action for review within the city were exhausted, and HUD *was* the next step in the review process. In that one and only external review from HUD, the city's program was in fact found non-compliant. An assumption can be made at this point that the plaintiff would be made whole by HUD, however, HUD does not have either a congressionally mandated obligation or authority to remedy any individual beneficiary to any of the multitude of programs that HUD oversees; HUD's sole purpose is to manage the execution of its programs.

The Court denied the Plaintiffs claim for relief under the 14th Amendment using Rockville Cars. LLC v. City of Rockville case as a precedent. Rockville Cars is another case about building permits; but in this case, the plaintiff submitted a building permit that was approved, but then they proceeded to do work that was outside the defined parameters of the approved building permit. The now unapproved construction site was temporally shut down by the city of Rockville, MD; until the plaintiff submitted a new Site Plan, when the plaintiffs were then allowed to complete construction under an amendment made to the original Building Permit. Once again, the court in Sunrise concluded that the plaintiff's 14th amendment rights were not infringed upon, and no property rights were lost. Once again, the city code in Sunrise was clear about the process for the submission of a building permit, the remedy to reverse a temporary suspension of that building permit, and levels of appeal available.

The court in Rockville Cars stated that, *"Had Plaintiffs been advised by Defendants that no such appeal could be taken or had they otherwise been somehow blocked from appealing, their argument might be more plausible. Standing alone, however, Plaintiffs' subjective belief that no right to appeal existed cuts no ice at all."* The plaintiff in this instant case was

objectively advised by the defendants that the city's department supervisors' decision, under advice from the city's counsel, was final. No internal course for appeal was offered to the plaintiff at that time by the defendants, and nothing in the city's code clearly provides for a course of appeal for that department supervisors' decision. The administrative appeal process provided by the Roanoke city code is not constitutionally sufficient for either a pre-deprivation process or a post-deprivation process pertaining to the deprivation of a protected property interest when they are using their own errant-tool-policy.

"An essential principle of due process is that a deprivation of life, liberty, or property `be preceded by notice and ***opportunity for hearing appropriate to the nature of the case.'"*** Loudermill, 470 U.S. at 542, 105 S.Ct. 1487 (quoting Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 313, 70 S.Ct. 652, 94 L.Ed. 865 (1950)); see also Pearson, 644 F.Supp.2d at 46 (citing Mathews v. Eldridge, 424 U.S. 319, 96 S.Ct. 893, 47 L.Ed.2d 18 (1976)). In the Snider Int'l, Sunrise, and Rockville Cars precedents that the District court used, none of the plaintiffs were deprived a protected property interest, yet all three of them had a better codified process for an administrative appeal. The plaintiff in this instant case was not afforded an opportunity for a hearing appropriate to the nature of the case.

Unlike any of these three precedents used by the court; in this instant case, the plaintiff *did* lose a protected property interest, and the amount of due process provided to the plaintiff in this instant case was *less* than that which was afforded to the plaintiffs in these precedents where nothing was lost. *"The touchstone of due process is protection of the individual against arbitrary action of the government."* County of Sacramento v. Lewis, 523 U.S. 833, 845, 118 S.Ct. 1708, 140 L.Ed.2d 1043 (1998). Only *"the most egregious official conduct" qualifies as constitutionally arbitrary.* Huggins v. Prince George's Cnty., Md., 683 F.3d 525, 535 (4th

Cir.2012) (quoting Lewis, 523 U.S. at 846, 118 S.Ct. 1708). *To give rise to a substantive due process violation, the arbitrary action must be "unjustified by any circumstance or governmental interest, as to be literally incapable of avoidance by any pre-deprivation procedural protections or of adequate rectification by any post-deprivation state remedies."* Rucker v. Harford Cnty., 946 F.2d 278, 281 (4th Cir.1991).

If the court is saying that what happened to the plaintiff satisfies procedural due process, then the plaintiff re-ignites his claim for substantive due process. It seems as though the court considers procedural due process in this light: *You are walking through down the street when a gang of thieves approaches you. The gang of thieves proclaims, "We're going to take your wallet." You say to the gang of thieves, "You can't take my wallet because it's wrong." The gangs of thieves talk amongst themselves and arrive at a conclusion, and then proceed to take your wallet.* According to the court, you received notice from the party taking something from you, and you had an opportunity to be heard by the party taking something from you, thereby all aspects of procedural due process were satisfied. In this scenario the gang of thieves has committed no wrongdoing, yet you are left standing without a wallet. There was no trial. There was no evidence submitted. There was no testimony or cross examination. There was no neutral party to resolve the issue. The respondents' just decided amongst themselves to take.

The plaintiff's congressionally mandated fair return on investment of $11,586.23, and the plaintiff's equity of $14,671.07 were both taken by the defendant. The plaintiff maintains his 4th Amendment rights against unlawful seizure; and, his 14th Amendment rights for due process were violated, as an opportunity for a hearing appropriate to the nature of this case a case of a deprivation of constitutionally protected property interests, by an erroneous tool grafted by local government, was not afforded by the defendant.

Breach of contract in state court. The plaintiff is *pro se*, and unlearned in the matter of law, but has never seen this case as a breach of contract matter. The court quoted Riordan v. Hale, 212 S.E.2d 65, 67 (Va. 1975) (*describing restrictive covenants as "contractual devices" that "must be strictly construed"*) which was a case about fences built too close to the property line. But, in this instant case, the restrictive covenant is an erroneous tool, as found by HUD and agreed with by the court. 42 U.S. Code § 12703 gave birth to these restrictive covenants. 24 CFR § 92.254 regulates these restrictive covenants. Congress continues to fund the program that pays for these restrictive covenants to be created. The U.S. Department of Housing and Urban Development supervises these restrictive covenants. The defendants created their own policy in this restrictive covenant, outside the Federal Law, regulations, and HUD guidance. The defendants turned a Federal program, designed to create affordable housing for low-income and moderate-income families, into an erroneous tool to extract constitutionally protected liberty and property from the same families the program was designed to help.

To this untrained *pro se* plaintiff, this is not simply just a contract dispute to be adjudicated at the state level. The question is not if the contract was breached, but if the contract was legal. The defendants grafted an erroneous contract out of federal regulations for their own benefit and HUD said this methodology was unacceptable. HUD took action against the defendants for using this erroneous contract (IDIS # 901) under their power given in 42 U.S. Code § 2000d–1 and fined the defendants. However, HUD was not created to remedy all civil actions arising under the Constitution, laws, or treaties of the United States, that's the job given to the District courts. In this instant case, the District court accepted HUD's Federal authority for the interpretation of the Federal regulations in determining whether or not this contract was

compliant and said, *"... it is clear from the evidence that errors were made by the city..."* But as of yet, the court has not ruled on if this contract can be legally enforced. HUD can determine that this contract is not regulatory compliant, but HUD cannot determine whether or not if this contract is legal. The determining of if this contract is legal or not is a Federal question under 28 U.S. Code § 1331 and remains unanswered by the District Courts. If this Federal question has yet to be answered, then there are no state actions available to the plaintiff.

The street that the plaintiff was standing on when the gang of thieves took his wallet is on Federal grounds. The tool that the gang of thieves used was forged in the fire of Federal law. *"In Patsy v. Board of Regents of Florida, 457 U. S. 496 (1982), we held that plaintiffs need not exhaust state administrative remedies before instituting § 1983 suits in federal court"* Felder v. Casey, 487 US 147.

REASONS FOR GRANTING THE PETITION

This case presents the Court with an opportunity to resolve the issue that tens of thousands of U.S. citizens have been unconstitutionally impacted in detriment by cities not following HUD guidance or U.S. code regulations as specified; exposed publicly by the U.S. Department of Housing and Urban Development's Notice: CPD 12-003.

(1) The Court can clarify what remedy a citizen has when the HUD-City-Citizen agreement is breached; when the City is found non-compliant by HUD.

(2) Do "minimal requirements" provide sufficient due process when any possible outcome results in the loss of a constitutionally protected right by a U.S. citizen in a HUD-City-Citizen agreement.

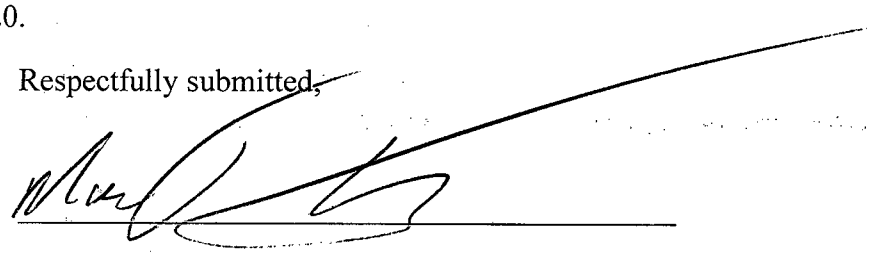
(3) If there is an actual loss of property from a U.S citizen from a local government in what is found to be non-compliance in a federal spending clause by a Federal Agency, do you apply the precedents of Wright and Wilder, or the precedent of Gonzaga, or the precedent set by all three?

CONCLUSION

Petitioner respectfully requests that for the foregoing reasons, the petition for a Writ of Certiorari should be granted to review the judgement of the Court of Appeals for the Fourth Circuit (19-1999).

Dated this 4th day of December, 2020.

Respectfully submitted,



Mark T. Grant
pro se
41 Turtleback Path
Hardy, VA 24101
Tel.: (540) 427-1441
Fax: (540) 427-1441
Cell: (540) 761-3347
E-Mail: kingcar2002@yahoo.com