CONCILIATION AGREEMENT

BETWEEN

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FAIR HOUSING AND EQUAL OPPORTUNITY
(COMPLAINANT)

AND

THE CITY OF RIDGELAND, MISSISSIPPI
(RESPONDENT)

FHEO CASE NUMBER: 04-16-4066-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W., Suite 510
Washington, D.C. 29419

Respondent

The City of Ridgeland, Mississippi
C/O Gene F. McGee, Mayor
Office of the Mayor
304 Highway 51
Ridgeland, MS 39157

Representative: Kelly Simpkins, Esq.
Wells Marble & Hurst, PLLC
Post Office Box 131
Jackson, MS 39205-0131
300 Concourse Boulevard, Suite 200
Ridgeland, MS 39157

A. SUBJECT PROPERTY

All multi-family residential housing in the City of Ridgeland, Mississippi (the City or Respondent) that is or may be impacted by the Respondent's passage of the 2014 Comprehensive Zoning Ordinance (the 2014 Ordinance). Specifically, all apartment complexes listed in Attachment 1.

B. INTRODUCTION

Complainant, the Assistant Secretary of the Office of Fair Housing and Equal Opportunity, of the United States Department of Housing and Urban Development (HUD), filed a Secretary Initiated Complaint pursuant to 42 U.S.C. § 3610 (a)(1)(A)(i) on December 2, 2015, with the United States Department of Housing and Urban Development (the Department), alleging that the City is engaged in discriminatory acts in violation of 804(a) and 804(b) of the Fair Housing Act, as amended (the Act).

Specifically, the Complaint alleges that the Respondent's passage and enforcement of the 2014 Ordinance which sought to amortize, rezone and/or lower the density of fifteen (15) apartment complexes was either improperly motivated by racial animus or caused a disparate impact on African American residents of the City.

Respondent denies that the 2014 Ordinance was discriminatory, but agrees to settle the claims in the underlying action by entering into this Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties for a period of four (4) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under State or Federal law nor a Conciliation Agreement pursuant to the Fair Housing Act ("the Act"), unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, Assistant Secretary of Fair Housing and Equal Opportunity, or his or her designee.

3. This Agreement shall become effective on the date on which it is approved by the Department's Assistant Secretary of Fair Housing and Equal Opportunity, or his or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The Department acknowledges that this Agreement does not constitute and shall not be construed as an admission by the Respondent of any violation of any law, statute, ordinance or regulation.

5. Respondent acknowledges that it has a duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person filed a complaint, testified, or participated in any manner in a proceeding under the Act. Respondent further acknowledges that any subsequent retaliation or discrimination against the Complainant constitutes both a material breach of this Agreement, and is a statutory violation of the Act.

6. This Agreement, after it has been approved by the Assistant Secretary of Fair Housing and Equal Opportunity, or his or her designee, is binding upon the Complainant, and the Respondent, its employees, successors, agents, assigns, and all others related to the governing of Respondent.

7. This Agreement does not in any way limit or restrict the Department's authority to investigate any additional complaints involving the Respondent made pursuant to the Act, or any other complaint within the Department's jurisdiction.

8. No amendments to, modifications of, or waivers of any provision of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in

writing to the amendments, modifications or waivers; (b) all amendments, modifications or waivers are in writing; and (c) all amendments, modifications, or waivers are approved and signed by the Assistant Secretary of Fair Housing and Equal Opportunity, or his or her designee.

9. The parties agree that the execution of this Agreement may be accomplished by a separate execution of this Agreement by all parties. The original executed signature pages to be attached to the Agreement will constitute one document. Facsimile copies of the Agreement and the signatures hereto may be used with the same force and effect as the original.

10. The Complainant hereby forever waives, releases, and covenants not to sue the Respondent or Respondent's past and present officers and/or directors, authorities, their heirs, executors, successors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD's Title VIII, Case Number 04-16-4066-8, or which could have been filed in any action or suit arising from the subject matter or related to HUD's Case Number 04-16-4066-8 on or before the date of this Agreement.

11. The Respondent hereby forever waives, releases and covenants not to sue the Department or Complainant, their heirs, executors, assigns, employees, and attorneys with regard to any, and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD's Title VIII, Case Number 04-16-4066-8, or which could have been filed in any action or suit arising from the subject matter or related to HUD's Case Number 04-16-4066-8 on or before the date of this Agreement.

12. Because this Agreement is a Conciliation Agreement, as provided for in §810 (b) of the Act, whenever HUD has reasonable cause to believe that the Respondent has breached this agreement, HUD may refer the matter to the Attorney General of the United States with a recommendation that a civil action be filed for enforcement of the agreement. HUD will notify the City of the specific actions or omissions that HUD believes constitute the breach and allow the City a reasonable opportunity to cure the breach.

F. SPECIFIC TERMS

13. **The 2014 Ordinance** -- Respondent agrees that on or before forty-five (45) days of the execution of this agreement Respondent will amend the 2014 Ordinance passed on February 4, 2014 so that multi-family residential properties shall be treated as they were prior to the 2014 Ordinance as to use and density. Specifically, all properties listed on Attachment 1 are not and will not be subject to Amortization, as defined by the 2014 Ordinance.

14. **Repair and Maintenance of Existing Housing Stock** -- Respondent agrees to rescind the 10% rule.

15. **Property Maintenance Code Enforcement** -- Code enforcement of multi-family residential rental properties may be initiated by private citizen complaint at any time. Respondent agrees not to conduct exterior inspections of the apartment complexes more than once every two years. This does not affect or change the City's requirement in the Property Maintenance Code that all residential rental property pass inspection every time a unit is vacated.

16. **Zoning, Building, and Occupancy Process** -- Respondent agrees that all zoning, land use, building, occupancy, and any other type of approvals or permits will be processed in good faith and without undue delay. Respondent further agrees to provide *actual notice* via email and certified mail to all property managers and/or the owners of multi-family residential housing in advance of any public hearing contemplating a change to existing zoning, land use, building, occupancy, or any other type of approvals or permits concerning multifamily housing. Said notice shall request that the owners and/or managers post the notice in common areas of said properties.

Respondent shall make reasonable efforts to update the email and mailing address of all property managers and/or the owners of multi-family residential housing on an annual basis and maintain records of its efforts to maintain said list. The Department will also send a one-time notice to all multi-family residential housing listed on Attachment 1, encouraging them to notify the City directly of all changes in ownership or management, to facilitate communication between these entities and the City.

Nothing in this paragraph shall be construed to prevent the Respondent from ensuring residential property owners and managers comply with valid, non-discriminatory requirements of applicable law.

G. RELIEF IN THE PUBLIC INTEREST

17. Fair Housing Training

a. Respondent agrees that all of its elected officials and all of its employees in the Community Development Department that participate in any way in zoning, building, occupancy inspections or code enforcement will receive in-person training on the requirements of this Agreement and the FHA within ninety (90) days of the execution of this Agreement.

b. The training shall be conducted by a qualified third party or parties, subject to the prior approval of HUD FHEO. The trainer shall not be an employee of the Respondent or its officers, officials, employees, agents, or counsel. At least forty-five (45) days prior to said training, the Respondent will notify the Department of the name of the organization selected to conduct the training, along with the professional qualifications of said trainer(s) and provide copies of the materials to be used in the training. (See Section I. "Reporting and Recordkeeping").

c. The Respondent will notify HUD FHEO when the Fair Housing training was held, identify all who participated in the training, and provide FHEO with a sign in sheet which identifies the names and positions of each employee trained within sixty (60) days of its conclusion. (See Section I. "Reporting and Recordkeeping").

d. The training shall be video-recorded and the Respondent shall maintain copies of written materials provided for the training. Each newly hired, appointed, or elected individual covered by this paragraph shall receive training within thirty (30) days after the date he or she enters office or commences services or employment, either by attending the next regularly scheduled live training, if it occurs within the thirty (30) day period, or by reviewing the recording of the most recent live training and receiving copies of any written materials from that training.

e. The Respondent shall require each trainee to execute a Certificate of Training confirming: (1) his or her attendance; (2) the date of the training; and (3) his or her receipt and comprehension of this Agreement. Pursuant to the terms of this Agreement, Respondent will provide HUD with a sign in sheet which identifies the names and positions of each employee trained within sixty (60) days of its conclusion. (See Section I. "Reporting and Recordkeeping").

18. Retaliation

a. The Respondent agrees not to retaliate against or interfere with any persons on account of their exercise of any right under the Act or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under the Act.

19. Affordable and Fair Housing Marketing Plan

a. Within one hundred-eighty (180) days of the date of this Agreement, the City shall submit to HUD FHEO a proposed Affordable and Fair Housing Marketing Plan (AFHMP). The AFHMP shall include standard language that encourages development of mixed income communities and provides tangible steps to conduct outreach and engage the residents of Southeastern Ridgeland's multifamily housing in the community planning process as set forth in subsection (c).

b. The standard language shall be provided to every applicant for a site plan review which includes development of residential housing.

c. The AFHMP shall include the following outreach to and engagement of the residents of Southeastern Ridgeland's multifamily housing in the community planning process:

i. Once each year, the City shall deliver to each complex in a quantity sufficient for each unit an invitation to attend and participate in a meeting at Respondent's City Hall, said meeting to be conducted by the City to inform the residents of City events and planning, and invite them to express their concerns and opinions, said invitation to be distributed to each unit by management of the apartment complex and provide copies of same to the Department.

ii. Each tenant who contacts the Respondent to complain of conditions in his or her apartment will be provided a pamphlet regarding tenant's rights in Mississippi. Respondent will provide copies of any written complaints, correspondence, summaries, notices of violations related to said complaints to the Department.

iii. Respondent will participate in the Ridgeland Neighbors Night Out at any apartment complex requested by the owners and/or its management. Respondent shall notify each apartment complex owner and property manager of the opportunity to host by email and certified mail and provide copies of same to HUD FHEO.

20. Fair Housing Compliance Officer

a. Within forty-five (45) days after the execution of this Agreement, the City shall designate an existing City employee as the Fair Housing Compliance Officer, hereinafter FHCO. The FHCO shall have the responsibility of receiving complaints of alleged discrimination in housing, zoning, and/or land use, serve as a resource to the City and its employees, elected officials, agents, on fair housing, and coordinate the City's compliance with this Agreement. If complaints are made verbally, the FHCO shall make a contemporaneous written record of those complaints.

b. Within fifteen (15) days of receiving a complaint of housing discrimination made against any person(s) meeting the description above, the FHCO shall provide HUD FHEO with a copy of the complaint, (See Section I. "Reporting and Recordkeeping"), any documents filed with the complaint, and any written response to the complaint by the Respondent. The FHCO shall refer the complainant to HUD. Fair housing complaints can be filed with HUD by telephone (1-800-669-9777), mail (at the address provided below in Section I.), or via the Internet: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint.

c. The FHCO shall maintain copies of this Agreement, the Fair Housing Policy described herein, a HUD complaint form, and a HUD pamphlet entitled "Are you a victim of housing discrimination?" (HUD official forms 903 and 903.1., respectively) and make these materials available freely to anyone without charge.

d. During the term of this Agreement, the FHCO shall report to the City every six (6) months on activities taken in compliance with this Agreement.

21. Fair Housing Act Notification and Tenant Rights.

a. The Respondent shall update its website to include information and links to HUD and other resources that inform the residents of the apartment complexes of their rights as tenants under Federal and Mississippi State Law. This will be added in two locations on the City's website. Under the City Departments/Human Resources there shall be a section entitled Fair Housing and Tenant Rights with links to HUD and resources for Tenant rights, including, but not limited to, the following:

- http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp
- http://portal.hud.gov/hudportal/HUD?src=/states/mississippi
- http://www.mslegalservices.org/resource/landlord-tenant-law-in-mississippi
-

b. The links will also be added under the "Residential Services" tab on the web site.

H. MONTORING

22. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may inspect all relevant records of the Respondent as needed. The Respondent agrees to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

23. The Respondent shall provide electronic evidence of compliance with all of the provisions of this Agreement to:

Karen A. Delancy
Karen.A.Delancy@hud.gov
U.S. Department of Housing and Urban Development
Office of Systemic Investigations
451 7th Street, SW, Suite 5234
Washington, D.C. 20410

J. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

24. HUD will monitor the Respondent's implementation of this Agreement. In the event that the Respondent should fail to comply in a timely fashion with any requirement of this Agreement without obtaining advance agreement from HUD, HUD may enforce the terms of this Agreement by any contractual, statutory, or regulatory remedy available to HUD.

25. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the Respondent under this Agreement.

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K. SIGNATURES

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Complainant, Assistant Secretary of FHEO Date
By: Gustavo Velasquez

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K. SIGNATURES

Respondent, City of Ridgeland
By: Mayor Gene McGee

9-7-2016
Date

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ATTACHMENT 1

1. **The Trace**
2. **Lakeshore Landing Apartments**
3. **The Mark Apartments**
4. **Lexington**
5. **Van Mark Apartments**
6. **Park Place Apartments**
7. **Pear Orchard Apartments**
8. **Gables Apartments**
9. **Arbors at the Reservoir**
10. **Ridgeland Ranch**
11. **Sunchase**
12. **Baymeadows**
13. **Oak Brook Apartments**
14. **Pinebrook (partial)**
15. **Pinebrook and Northbrook**