

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

FILED

DOROTHY JONES and IRENE)
BROWN,)

Plaintiffs,)

vs.)

THE UNITED STATES DEPARTMENT)
OF HOUSING AND URBAN)
DEVELOPMENT (HUD),)
ALPHONSO JACKSON, In His Official)
Capacity as Secretary of HUD, and THE)
ROCKFORD HOUSING AUTHORITY)
(RHA).)

Defendants)

JAN 24 2008

FREDERICK J. KAPALA
U.S. DISTRICT COURT JUDGE

No. 07 C 50142

Hon. Frederick J. Kapala

CONSENT DECREE

Plaintiffs Dorothy Jones and Irene Brown, Defendant Rockford Housing Authority (RHA), and the United States Department of Housing and Urban Development (HUD) and Alphonso Jackson (together, the "federal defendants"), hereby agree to the entry of this Consent Decree in order to obtain a full and final settlement of all claims pertaining to the subject matter of the above-captioned case.

Plaintiffs allege that RHA's demolition applications for the Jane Addams Village portion of the Brewington Oaks/Jane Addams public housing development, IL022005, in Rockford, Illinois, and the federal defendants' approvals thereof violated the United States Housing Act, 42 U.S.C. § 1437p, and implementing regulations. Plaintiffs also allege that RHA and the federal defendants violated Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3604, 3608 and 3613, Executive Orders 11063 and 12892, and the Quality Housing Work Responsibility Act of 1998, 42 U.S.C. § 1437c-1(d)(15) as well as implementing regulations in relocating residents of Jane Addams. Plaintiffs' complaint seeks declaratory and injunctive relief, specifically to prohibit the RHA from demolishing Jane Addams Village and from engaging in any relocation activities

with respect to plaintiffs that fail to affirmatively further fair housing or that have a disparate impact on African-Americans, women and families with children.

After extensive discussions among the parties and a full review of the record compiled in this case, the plaintiffs have determined that it is in their best interests to settle the case on the terms set forth herein, given the risks and uncertainties of further litigation. The federal defendants and the RHA continue to disclaim all liability, but consider it desirable to settle the claims alleged in this case and to end this litigation on the terms set forth below to avoid the risk, expense, inconvenience and burden of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Definitions.

For purposes of this Consent Decree, the following terms shall have the following meanings:

- A. "RHA" shall mean the Rockford Housing Authority, its successors and assigns, present and future officers, directors, agents, attorneys, and subsidiaries or affiliates.
- B. "HUD" or "the federal defendants" shall mean the United States Department of Housing and Urban Development, its successors and assigns, present and future officers, directors, agents, attorneys, subsidiaries, affiliates and employees, including current Defendant Alphonso Jackson.
- C. "Jane Addams Village" shall mean the Jane Addams Village portion of the Brewington Oaks/Jane Addams Village public housing development located in Rockford, Illinois.
- D. "Replacement Housing" shall mean 77 units of public housing or Section 8 project based housing to be developed by the RHA and private developers under this Consent Decree for Low-Income Families through a combination of (1) construction of new, acquisition, and redevelopment of existing property for mixed-income housing (that includes public housing, affordable housing(which includes tax credit housing) and/or market rate housing),

(2) construction and acquisition of property for scattered-site public housing units, and (3) redevelopment of existing privately owned units by converting tenant protection vouchers into project-based Section 8 housing

E. “Housing Mobility Program” shall mean the program to be established and implemented by the RHA in consultation with Ms. Christine Klepper, Executive Director of Housing Choice Partners, or someone of equal or greater qualifications and in accordance with HUD procurement regulations 24CFR part 85 and RHA procurement policy to allow Jane Addams Village relocatees the opportunity to move to low-poverty, integrated areas in the Rockford, IL metropolitan areas or in other areas of the country.

F. “Low-Income Families” shall mean those families whose incomes are between 0 and 80 percent of the median income for the Rockford, IL area, as determined by the Secretary of HUD with adjustments for smaller and larger families, and who are eligible for public housing and housing vouchers.

G. “Affordable housing” shall mean housing for those families whose incomes are between 0 and 60 percent of the median income for the Rockford, IL area, as determined by the Secretary of HUD with adjustments for smaller and larger families established by the Section 8 of the United States Housing Act.

H. “Jane Addams Village Relocatees” shall mean the Dorothy Jones family, the Irene Brown family and the 69 other families living in Jane Addams Village who were eligible for relocation.

2. General Requirements.

A. The RHA shall construct, acquire and redevelop or otherwise provide 77 units of Replacement Housing for Low Income Families, including but not limited to the Jane Addams Village Relocatees in the Rockford, IL and/or the Rockford metropolitan area.

B. The RHA shall implement a voluntary Housing Mobility Program that will be offered to the Jane Addams Village Relocatees to allow them the opportunity to move to low-poverty, integrated areas in the Rockford, IL metropolitan area or in other areas of the country.

3. Specific Requirements.

A. Development of the Replacement Housing.

(1.) The RHA shall provide 77 units of Replacement Housing. The RHA or private developers shall, in some combination, construct, acquire, and redevelop mixed-income housing (that includes public housing, affordable housing, tax credit housing and market rate housing), construct or acquire property to convert to scattered-site public housing units, or redevelop existing housing units by assigning unused tenant protection vouchers to project-based Section 8 housing. The number of bedrooms per unit of Replacement Housing shall be determined by agreement of the parties based on the appropriate number of bedroom requirements for the Jane Addams Village Relocatees, an evaluation of the current bedroom sizes of the RHA's public housing stock, and the bedroom sizes of current families on the RHA's public housing/housing choice voucher waiting lists. RHA and Plaintiffs agree that ten percent of the replacement units may be set aside for elderly.

(2.) The Plaintiffs agree to withdraw any opposition they have to the application and approval by HUD for the demolition of the Jane Addams Village. Ten days (10) after the entry of this Consent Decree the RHA may begin the demolition of Jane Addams pursuant to the its application and the approval given by HUD.

(3.) The RHA shall apply for and/or assist private developers in applying for and/or acquiring federal, state and local resources. These resources include, but are not limited to, HOPE VI funding, Low-Income Housing Tax Credits, Donations Tax Credits, Community Development Block Grant, or HOME dollars, to provide for the development of the Replacement Housing required under this Consent Decree.

(4.) If necessary to satisfy this Consent Decree, the RHA shall utilize all of the Replacement Housing Factor Funding it receives from the federal defendants after the demolition of Jane Addams Village for the development or acquisition of the Replacement Housing.

(5.) The RHA shall provide to the Jane Addams Village Relocates, the first priority to relocate into the Replacement Housing provided for under this Consent Decree as long as such family's tenancy or right of occupancy has not been validly terminated pursuant to 42 U.S.C. §§ 1437d or 1437f(o)(7) and they otherwise remain eligible for the Replacement Housing. The RHA shall determine the priority of such families to move into the newly developed units by eligibility for bedroom size and lottery within each bedroom size group except that Plaintiffs Jones and Brown will be given priority to occupy the first replacement units that become available in their respective bedroom sizes.

(6.) The sites for the Replacement Housing to be provided under this Consent Decree shall be located in areas not generally less desirable than the area surrounding Jane Addams Village prior to relocation.

(7.) The RHA shall provide 77 units of Replacement Housing on or before December 1, 2012, or within such additional time as provided by the Court. Upon completion of the 77 units of Replacement Housing, the RHA shall have satisfied its Replacement Housing obligations under this Consent Decree.

(8.) No displaced public housing tenant who has relocated to affordable housing as of the date of this Consent Decree shall be required, either by the terms of this Consent Decree or through its implementation, to further relocate.

B. Implementation of the Housing Mobility Program.

(1.) The RHA shall provide to the Jane Addams Village Relocates a Housing Mobility Program that contains pre-move counseling, assistance in accessing services, housing voucher counseling, post-move counseling and second-move counseling.

(2.) In developing and implementing its Housing Mobility Program, the RHA shall enter into a contract pursuant to HUD procurement regulation at 24 CFR Part 85 and the RHA procurement policy with Ms. Christine Klepper, Executive Director of Housing Choice Partners, or someone of equal or greater qualifications to serve as a consultant to the RHA.

(3.) The RHA shall implement the Housing Mobility Program within 180 days after entry of this Consent Decree. The program shall become a part of the RHA's housing voucher program, and its development and implementation shall satisfy the RHA's Housing Mobility obligations under this Consent Decree. The RHA shall pay the moving expenses of the Jane Addams Relocates to make two moves after entry of this Consent Decree, provided that any moves with housing vouchers shall take place within 120 days after the Housing Mobility Program is implemented.

C. Demolition of Jane Addams Village.

(1.) The parties agree that RHA has submitted and HUD has approved its application for demolition of Jane Addams Village pursuant to 42 U.S.C. Sec 1437p and further agree that to effectuate this consent decree all objections there to are withdrawn.

(2.) Upon execution of this consent decree HUD acknowledges its continued approval of said application.

(3.) RHA or a private developer shall be permitted to demolish Jane Addams Village ten days after the entry of this consent decree.

(4.) Until such time as the federal defendants execute this consent decree, the RHA shall continue to take all appropriate actions to secure the units at Jane Addams Village to prevent any further vandalism or decline of the property.

4. RHA Shall Consult and Reach Agreement with the Plaintiffs.

The RHA shall consult and attempt to reach agreement with the plaintiffs, by and through their legal counsel, on the implementation of this Consent Decree, including determining the location and bedroom size of the newly constructed or acquired replacement units. In addition, plaintiffs shall name one person to sit on the RHA's evaluation panel in selecting the entities who will develop the Replacement Housing. RHA shall provide plaintiffs with access to all site plans, surveys, architectural drawings, Requests for Proposals (RFPs), proposal materials, financial information relating to the financing, acquisition or development of the Replacement Housing and other documents received, compiled or maintained by the RHA in conjunction with

the provision of the Replacement Housing. In addition, the RHA shall consult and attempt to reach agreement with plaintiffs' counsel on the content of a letter to be sent by the RHA to the Jane Addams Village Relocates. Notwithstanding the foregoing, the plaintiffs shall not unreasonably withhold their consent, fail to keep scheduled appointments after reasonable notice by the RHA, or fail to act in a timely fashion concerning RHA's timely submitted proposals; any disputes concerning the plaintiffs' performance under this paragraph or any relief to be granted due to the plaintiffs' failure to perform under this paragraph shall be resolved by the Court. Moreover, the Court shall decide any issue on which the plaintiffs and the RHA cannot agree, after good faith deliberations.

5. RHA Submission Requirements.

Funding and Demolition/Disposition Application The parties acknowledge that RHA submitted and HUD has approved an Application for demolition of Jane Addams Village. To partially fund the activities required under this Consent Decree the RHA shall apply to the federal defendants for any and all available federal funding to develop the Replacement Housing required under this Consent Decree.

6. Federal Participation. The RHA's obligation to timely and satisfactorily complete the development of the Replacement Housing required under this Consent Decree is partially dependent upon the federal defendants providing any and all available federal funding including the 77 tenant protection vouchers as authorized on June 1, 2007 and Replacement Housing Factor Funding to permit construction, acquisition or development of the Replacement Housing specified in Paragraph 3.A. hereto.

The federal defendants shall consider, consistent with Congressional authorization and appropriation, RHA's application for any and all federal funds, if and when the RHA is permitted by law to file such an application.

7. HUD Requirements. Nothing in this Consent Decree shall be construed as constituting any waiver or exception of HUD requirements, or any agreement by the federal defendants to issue any waiver or exception; nor shall this Consent Decree be construed to

require the federal defendants to perform the obligations of a public housing agency or act as the guarantor of RHA's performance under this Consent Decree. Notwithstanding the foregoing, the parties acknowledge that the RHA will be unable to complete in a timely and satisfactory manner its Replacement Housing obligations as provided in Paragraph 3.A. above without receipt of sufficient federal funding.

In accordance with its regulatory responsibilities, the federal defendants shall review and monitor the actions of RHA in developing the Replacement Housing and implementing the Housing Mobility Program required under this Consent Decree. Within 30 days after entry of this Consent Decree, the federal defendants shall designate a single-person as the primary contact for plaintiffs and the RHA with respect to the processing of all RHA funding applications, waiver requests, site selections, architectural plans, RFPs, development and management contracts and otherwise to assist in achieving the timely and complete development of the Replacement Housing and the Housing Mobility Program required under this decree.

Reporting Requirements

8. RHA's Reporting Requirements.

For the period concluding July 1, 2008, and for each six-month period thereafter, the RHA shall file, within 30 days after the end of each six-month period, a report to the Court, with service on the plaintiffs and the federal defendants, describing all steps it has taken in conjunction with development of the Replacement Housing and implementation of the Housing Mobility Program required under this Consent Decree. The parties shall agree to the form of those reports. Documents containing the name, address and any other personally identifiable information of Jane Addams Village Relocates shall be filed under seal. Such reports shall specify, among other things:

- A. The number and location of Jane Addams Village units demolished.
- B. The number and location of units acquired and rehabilitated that are intended to be Replacement Housing units;

C. The number and location of units constructed, acquired or developed by the RHA or private developers in mixed income communities that are intended to be Replacement Housing units;

D. The number and location of project-based Section 8 units that are intended to be Replacement Housing units;

E. The amount of money approved by HUD, obligated and expended, itemized by use;

F. The current or last known addresses of all Jane Addams Village Relocatees.

G. The status of the Housing Mobility Program, including the number of residents served and the location of any moves of the residents.

9. Attorneys' Fees.

The matter of attorneys' fees and costs is reserved.

10. Jurisdiction.

This Consent Decree shall be in force and in effect until December 1, 2012 or until such later date (approved by the Court) as is necessary to complete development of the Replacement Housing and the implementation of the Housing Mobility Program required under this decree. If the RHA completes its Replacement Housing and Housing Mobility Program obligations as set forth in Paragraphs 2.A. (7) and 2. B. (3). above prior to November 1, 2012, the Consent Decree shall terminate at that time. The Court shall retain jurisdiction over this matter for the purpose of enabling any party to this proceeding, including the plaintiffs, the RHA or the federal defendants to apply to the Court for such further orders as may be necessary or appropriate for the construction, implementation and enforcement of this Consent Decree; however, this decree may be modified only with the prior written consent of counsel for all parties. By this paragraph, the federal defendants do not waive any defense.

11. Miscellaneous Provisions.

A. This Consent Decree shall not take effect until the Court has approved it.

B. The RHA and the federal defendants, upon plaintiffs' written request and without cost, shall provide to plaintiffs in electronic form or make available to plaintiffs for copying all documents and other written materials relating to the development of the Replacement Housing and the Housing Mobility Program provided for in this Consent Decree, other than privileged documents.

C. This order shall constitute an order within the meaning of the Privacy Act, 5 U.S.C. Sec. 552a and shall permit the disclosure in the course of this action any records covered by the Privacy Act, reasonably necessary to comply with the terms of this Consent Decree,

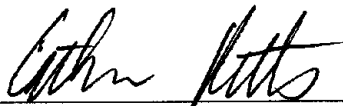
D. The headings, captions and arrangements used in this Consent Decree are for convenience only and shall not be deemed to limit, amplify or modify any terms or affect any meanings.

E. The terms of this Consent 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 this Consent 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.

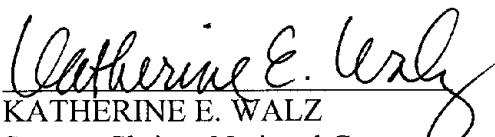
EXECUTED THIS 24th DAY OF JANUARY, 2008
IN ROCKFORD, ILLINOIS.



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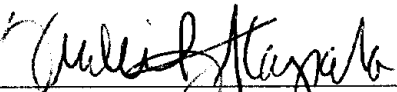


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On Behalf of the Rockford
Housing Authority

On Behalf of Secretary Alphonso Jackson
and the U.S. Department of Housing and
Urban Development

ENTER:



FREDERICK J. KAPALA
United States District Judge

Date: 1-24-08