

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS DIVISION**

**PAUL LAMBERT, MARY HOLDER,)
BARBARA HOLDER, PAMELA)
PURDIMAN, SHAMEKA NELSON,)
KIMBERLY SIMELTON, CHENA BRAZIL,)
KIMBERLY MCALLISTER, DENIESHIA)
CHILDRESS, KELSEY LOWE, ANGELA)
MITCHELL, LATONYA LEE, DESHAWNA)
WASHAM, CARLOS TRENTON,)
CHARMAINE LAMBERT, AARON HALL,)
CORETTA CORNELIUS, TANISHA)
JOHNSON, AUDREY TABOR, BEVERLY)
DAVIS, MYRA RAYFORD, SHENUNITH)
ELLIS, LENECA BALDWIN, SHAWNYA)
WILLIAMS, CHAUNCEY DAVIS, LILLIE)
JONES, TIARRA BEDFORD, JEANETTE)
DAVIS, JACQUELINE VAUGHN, DANIELLE)
LOWE, ELISHA LEE, CHARLOTTE VIEL,)
THERAS HEARD, and MONICA WOODSON,)
on behalf of themselves and all others)
similarly situated,)**

Plaintiffs,

v.

**ALEXANDER COUNTY HOUSING)
AUTHORITY, JAMES WILSON,)
and MARTHA FRANKLIN,)
an Illinois municipal corporation,)**

Defendants.

Case No. 3:16-cv-513-MJR-RJD

Judge Michael Reagan

Magistrate Judge Reona J. Daly

THIRD AMENDED CLASS ACTION COMPLAINT

INTRODUCTION

1. This lawsuit is brought on behalf of Paul Lambert, Mary Holder, Barbara Holder, Pamela Purdiman, Shameka Nelson, Kimberly Simelton, Chena Brazil, Kimberly McAllister, Kelsey Lowe, Angela Mitchell, LaTonya Lee, DeShawna Washam, Carlos Trenton, Charmaine

Lambert, Aaron Hall, Coretta Cornelius, Tanisha Johnson, Audrey Tabor, Beverly Davis, Myra Rayford, Shenunith Ellis, Leneca Baldwin, Shawnya Williams, Chauncey Davis, Lillie Jones, Tiarra Bedford, Jeanette Davis, Deniesha Childress, Jacqueline Vaughn, Danielle Lowe, Elisha Lee, Charlotte Viel, Theras Heard, and Monica Woodson, who are current and former residents of the Alexander County Housing Authority (“ACHA”) to remedy rampant race discrimination and family status discrimination. For years, ACHA and its agents have discriminated against residents of its McBride and Elmwood family housing developments based on their race and familial status, in violation of the Fair Housing Act, 42 U.S.C. § 3604, Title VI of the Civil Rights Act of 1964, and the Illinois Civil Rights Act of 2003.

2. ACHA has engaged in a pattern and practice of segregating its public housing developments by race, even though the United States Department of Justice previously found that it engaged in the same conduct more than 40 years ago.

3. ACHA also has engaged in a pattern and practice of not maintaining the Elmwood and McBride developments – which are occupied almost exclusively by African-American tenants such as the Plaintiffs – so that they have deteriorated to the point that they are nearly uninhabitable. McBride and Elmwood apartments, which are located in Cairo, Illinois, are infested with mice, roaches, and bedbugs. For years, Elmwood and McBride residents made request for repairs, and ACHA ignored them or repaired them in a substandard manner. Both developments also have long suffered from serious security problems. Despite these safety issues, ACHA failed to provide security guards or cameras.

4. Meanwhile, ACHA has adequately maintained its Connell Smith development in satisfactory condition and provided both security cameras and security guards. Until very

recently, approximately half of Connell Smith residents were white, and almost all were over the age of fifty.

5. ACHA has refused to place families with children in certain public housing developments, such as Connell Smith, in order to prevent African American families from living in majority white public housing developments.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. §§ 1331 (federal question), 1343 (color of state law), 3613 (Fair Housing Act), and 1367 (supplemental jurisdiction).

7. Plaintiffs seek declaratory and injunctive relief against the ACHA, pursuant to 28 U.S.C. §§ 2201 and 2202.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because ACHA violated federal law in this judicial district.

PARTIES

9. Paul Lambert is an African-American man who has lived in ACHA's Elmwood development since approximately 1978. He lives in a three-bedroom unit with his wife, and adult disabled son. The family has experienced terrible housing conditions, including bedbugs and mice. The heat is frequently out, forcing the family to heat their home with their oven.

10. Mary Holder is an African-American woman who has lived in ACHA's McBride development since approximately 1992. She lives alone in a two-bedroom unit. She has experienced terrible housing conditions, including bedbugs and mice, a cracked porch, doors that do not close fully, and problems with her heat. A pipe under the kitchen sink frequently falls off

and floods the kitchen. The bathroom sink has separated from the wall. Rather than replace the sink, ACHA employees used several tubes of caulk to adhere it to the wall.

11. Barbara Holder is an African-American woman who has lived in ACHA's McBride development since approximately 1970. She lives alone in a three-bedroom unit. She has experienced terrible housing conditions, including bedbugs and mice, a hole under the sink in the kitchen, and insufficient heat. A bedroom door is off the hinges. When the upstairs bathtub is used, water leaks into the downstairs kitchen.

12. Pamela Purdiman is an African-American woman who has lived in ACHA's Elmwood development since approximately September 2015. Before that, she lived in ACHA's McBride Development between April 2001 and August of 2012 or 2013. She lives alone in a two-bedroom unit. When she lived in McBride, she lived with her minor children. Ms. Purdiman has experienced terrible housing conditions, including mice and roaches, inadequate heat, mold, a rusted bathtub, and plumbing problems.

13. Kimberly Simelton is a Caucasian woman who has lived in ACHA's Elmwood development on and off since approximately 1994. She has been in her current unit since approximately 2008. She lives in a three-bedroom unit with her African-American husband, Kenneth Simelton, and her daughter. The family has experienced terrible housing conditions, including bedbugs, roaches, mice, rats, plumbing problems, and chipping paint. There is mold in the bathroom and pieces of the floor are coming up. The heat is frequently inoperable. In 2016, the family was moved to their current unit after the previous unit was infested with rats.

14. Shameka Nelson is an African-American woman who lives with her seven children, ages one to twelve, in a six-bedroom unit in ACHA's McBride development. The

family has experienced terrible housing conditions, including roaches, mice, peeling paint, mold, and bedbugs. Roaches pore out of the family's kitchen cabinets.

15. Chena Brazil is an African-American woman who lives with her three children, ages five, eleven, and twelve in ACHA's McBride development. She has lived at McBride for approximately twelve years. The family's unit is so infested with roaches and mice that her five-year-old daughter is afraid to get out of bed.

16. Kimberly McAllister is an African-American woman who lives with her three children, ages one, two, and eight, in ACHA's McBride development. She has lived at McBride for approximately seven years. The family has experienced terrible housing conditions, including roaches, mice, spiders, and mold. Even though mice come through the drain in the bathtub ACHA has only provided the family with glue traps. The children cannot take baths in the tub. The family's heat only works on the second floor, forcing them to heat the first floor of their home with their oven. The children have been diagnosed with asthma, which has been attributed to the family's housing conditions.

17. Denieshia Childress is an African-American woman who lives with her four children, ages nine months, one, five, and eight, in ACHA's McBride development. She has lived at McBride for approximately three years. Ms. Childress' unit is infested with roaches, bed bugs and mice. There are serious plumbing issues, resulting in frequently clogged toilets and sinks. The plumbing problems have also caused mold in the bathroom and one of her children's rooms. The kitchen ceiling is falling down. Electrical outlets either do not work or the fuse will blow when they are used. Ms. Childress' son has asthma, which is exacerbated by the housing conditions, resulting in him being frequently sick.

18. Kelsey Lowe is an African-American woman who lived with her two children, ages nine and fourteen, in ACHA's McBride development. She lived at McBride from 2002 until she moved out voluntarily in July 2016. Ms. Lowe's unit was infested with mice and roaches, and mold covered her bathroom. There was no heat on the first floor, forcing her to use her oven to stay warm.

19. Angela Mitchell is an African-American woman who lives with her child, age sixteen, in ACHA's Elmwood development. She has lived at Elmwood for approximately seventeen years. At one point, Ms. Mitchell's unit was so infested with mice her daughter could not sleep in her own bed. When Ms. Mitchell's heat went out, ACHA instructed her to use her oven for heat. Ms. Mitchell became ill as a result. When Ms. Mitchell's refrigerator stopped working, ACHA provided her with a replacement refrigerator that was full of roaches. Ms. Mitchell's unit also has serious problems with rats.

20. LaTonya Lee is an African-American woman who lives with her two children, ages three and four, in ACHA's Elmwood development. She has lived at Elmwood for approximately four years. Ms. Lee's unit is infested with roaches, bed bugs, and rats. The unit is covered in mold and peeling paint. ACHA has only offered Tilex to treat the mold. The fuse blows out when the family uses the electrical outlets. The heat only works on the second floor of the home. Both children have asthma, which is attributed by the unit's conditions.

21. Deshawna Washam is an African-American woman who lives with two of her children, ages sixteen and nine, in ACHA's Elmwood development. She has lived at Elmwood for approximately nineteen years in four different units. While living at Elmwood, Ms. Washam has dealt with serious mold and rat infestation issues. Ms. Washam suffers from a lung disease, which is exacerbated by the mold. When Ms. Washam's physician notified ACHA that Ms.

Washam should not live in a mold-infested unit due to her lung condition, ACHA refused to move her.

22. Carlos Trenton is an African-American man who lives by himself in ACHA's McBride development. He was born and raised at McBride but received his own unit approximately five years ago. Mr. Trenton's unit is infested with roaches and bedbugs. For two years, his heat did not work, so he had to heat his unit with his stove. The doorframe is broken to his front door. There is mold in his bathroom, and the ceiling lights leak water when it rains. The locks on the windows are broken, and his bathtub leaks because of missing grout and caulk. Sewer water often backs up into his bathtub.

23. Charmaine Lambert is an African-American woman who, until very recently, lived by herself in ACHA's Elmwood development. She lived with her family at Elmwood as a child and then moved into her own unit at Elmwood approximately six years ago. Her unit was infested with bedbugs, mice, and rats. The kitchen cabinets were not secured to the wall and there was mold throughout her bathroom.

24. Aaron Hall is an African-American man who lives by himself in ACHA's Elmwood development. He has lived at Elmwood for approximately four years. Mr. Hall's unit is infested with roaches and rats that eat his food. His heat has not worked for a long time and only after repeated complaints did ACHA provide him with space heaters. He has mold in a closet and the sinks frequently overflow.

25. Coretta Cornelius is an African-American woman who lives with her three-year-old child at ACHA's McBride development. She has lived at McBride, first with her sister and then in her own units, for approximately eleven years. While residing at McBride, Ms. Cornelius has experienced terrible housing conditions, including mice, roach, and mold infestation, backed

up toilets, and electrical outlets that catch on fire. Her repeated complaints to ACHA about her housing conditions only resulted in her moving to other units with similar or worse housing conditions.

26. Tanisha Johnson is an African-American woman who lives with her three children, ages three, seven, and eight, at ACHA's Elmwood development. She has lived at Elmwood for approximately eight years. Ms. Johnson has experienced terrible housing conditions, including roaches, bedbugs, rats, and mold. The upstairs toilet is not bolted to the floor, causing toilet water to leak into the family's kitchen. As a result of these conditions, Ms. Johnson and her children suffer from breathing problems that require the use of oxygen, nebulizers, and inhalers.

27. Audrey Tabor is an African-American woman who lives in ACHA's Elmwood development. She lived with her family at Elmwood as a child and then returned to Elmwood as an adult nine years ago. Ms. Tabor has experienced terrible housing conditions, including roaches, bedbugs, mice, and mold. The thermostat no longer works and water is leaking through the ceiling. As a result of these conditions, Ms. Tabor has experienced breathing problems and is frequently seeking medical attention.

28. Beverly Davis is an African-American woman who lives with her four children, ages nineteen, fourteen, eleven, and eleven, at ACHA's Elmwood development for the last eighteen years. Ms. Davis has experienced terrible housing conditions, including no or limited heat, mold, rats, mice, and roaches. The upstairs shower leaks into the downstairs kitchen. As a result of the terrible housing conditions, the family has faced a series of medical problems. Two of her children have asthma that is aggravated by the mold, and she faces mental health issues from living in the deplorable conditions.

29. Myra Rayford is an African-American woman who lives in McBride with three children, ages, thirteen, eleven, and three. She has lived at McBride for approximately 9 years.. Her previous unit was filled with mice and roaches, and there were serious problems with mold. In addition, the power went out on the second floor for two weeks, and she had to heat her unit with the oven. Her new apartment also has serious problems with mice and roaches, and the bathroom plumbing leaks onto her kitchen stove.

30. Shenunith Ellis is an African-American woman who lives in McBride with three children, ages, eighteen, ten, and six. She has lived at McBride for approximately four years. Her furnace had not worked for the past three to four years until ACHA very recently fixed it. She spends 60-70 dollars per month on pest control products to keep mice and roaches under control. Her unit has terrible problems with mold, which exacerbate her son's asthma. The outside of her apartment reeks of sewer gas.

31. Leneca Baldwin is an African-American woman who lived at ACHA's McBride and Elmwood development with her six-year-old son until earlier this year. Ms. Baldwin first moved to Elmwood in 2006 and then moved to McBride in 2013. Ms. Baldwin dealt with serious housing issues at both developments, including roaches, mice, and a lack of heat at McBride and severe mold and water damage at Elmwood.

32. Lillie Jones is an African-American woman who lives by herself at ACHA's Elmwood development. She has lived at Elmwood for the last 20 years. Ms. Jones has experienced a myriad of housing conditions, including pests, broken toilet, mold in the bathroom and bathtub, and a broken back door.

33. Monica Woodson is an African-American woman who lives with her adult daughter and two-year-old granddaughter at ACHA's Elmwood development. She first moved to

McBride in 1992, left at some point for the military, and then returned to live at Elmwood in 2005. One of the toilets in Ms. Woodson's unit is inoperable, and she is frequently dealing with rats and insufficient heat.

34. Jeanette Davis is an African-American woman who has lived by herself at ACHA's McBride development since 2000. Ms. Davis' unit is infested with roaches and mice and she frequently smells gas in her unit. She has mold in her bathroom and an odor emanating from her toilet. Ms. Davis also experiences insufficient heat and electrical problems.,

35. Elisha Lee is an African-American woman who has lived by herself at ACHA's McBride development by herself since 2002. Ms. Lee's unit is infested with roaches, spiders, and mice. Her unit is always cold, with leaking windows and doors. Mold covers her tub and closets and the use of her electrical outlets often result in a blown fuse. Her unit has serious water damage, which has caused peeling paint and constantly wet bathroom floors.

36. Danielle Lowe is an African-American woman who lives with her two children, ages one and two, at ACHA's McBride development. She has lived at McBride and Elmwood for most of her life, and she has lived in her most recent unit since 2014. Ms. Lowe's unit is infested with roaches and mice. There are holes and mold in her bathroom and the bathtub used to leak continuously. The windows and doors to her unit are not sealed properly, causing heat to leak out. When she turns on the outside porch lights, she often gets an electrical shock when she touches the kitchen sink. The housing conditions have caused her children to have breathing problems.

37. Theras Heard is an African-American man who has lived at ACHA's McBride development since 2013. Mr. Heard's unit is infested with roaches and bedbugs. The refrigerator issued to him by ACHA at one point had maggots. After ACHA refused to get rid of the rats and

mice in his unit, Mr. Heard took steps to fill the holes in his unit where the rodents were gaining entry. The kitchen sink is leaking, causing mold and mildew. Due to the terrible housing conditions, Mr. Heard sent his daughter to live with her mother. The housing conditions have also exacerbated Mr. Heard's sickle cell disease and caused breathing problems.

38. Jacqueline Vaughn is an African-American woman who has lived on and off with her two children, ages six and two, at ACHA's Elmwood's development since 2001. Ms. Vaughn's unit is infested with roaches, rats, and mold. Her heat does not work, forcing her to heat her home with her oven. She is frequently shocked by the electrical outlets. As a result of the housing conditions, the family suffers from asthma and sinus problems.

39. Charlotte Viel is an African-American woman who has lived by herself at ACHA's McBride development since 2009. Her unit is infested with roaches, rats, and mold. Her heat and electrical outlets do not work. There is water damage throughout the walls. As a result of her housing conditions, Ms. Viel has experienced sinus problems and headaches.

40. Tiarra Bedford is an African-American woman who has lived at ACHA's Elmwood development with her two children, ages nine and five, since 2011. Ms. Bedford's unit has water bugs and mice. The thermostat does not work, causing the unit to become too hot. The shower leaks into the downstairs kitchen cabinets, causing mold and mildew.

41. Chauncey Davis is an African-American woman who has lived at ACHA's McBride development with her three children, ages eleven and two, since 2003. Her unit is infested with roaches and mice. The heat does not work in one room of her house. There is black mold in her bathroom and some of the electrical outlets do not work. Her bathtub leaks into the first floor. The kitchen cabinets are falling off the wall and the paint is peeling.

42. Shawyna Williams is an African-American woman who has lived on and off at ACHA's Elmwood development with her five children, ages nineteen, seventeen, fifteen, fourteen, and seven, since 2000. Her unit is infested with mold, roaches, bedbugs, and mice. The heat does not work and the playground is too torn up for the children to play there. The front door frame is coming off the wall and the gutters are falling off the unit's exterior. The bathtub backs up when the family tries to take a bath. Two of her children developed asthma as a result of the terrible housing conditions.

43. Defendant Alexander County Housing Authority is an Illinois municipal corporation, created and existing under the Illinois Housing Authorities Act, 310 Ill. Comp. Stat. 10/1 *et seq.* ACHA is a public housing agency within the meaning of 42 U.S.C. § 1437. ACHA is a recipient of federal financial assistance and is considered to be a program or activity with operations subject to Title VI. 24 C.F.R. § 1.2(f). ACHA operates 478 public housing units within Alexander County.

44. Defendant James Wilson was ACHA's Executive Director from 1989 to 2013. He continued working for ACHA on a part-time consultant basis from 2013 to 2015. He returned to the Executive Director position for an 11-day period in early 2015.

45. Defendant Martha Franklin worked as ACHA's Executive Director from April 2013 to January 2015. She worked as ACHA's Finance Director for part of 2015.

46. In February 2016, the U.S. Department of Housing and Urban Development ("HUD") took over the operations of ACHA pursuant to 24 C.F.R. § 907.

FACTUAL ALLEGATIONS HISTORY OF RACE DISCRIMINATION AT ACHA

47. ACHA has had a long history of discriminating against African-American residents based on their race.

48. In 1974, the U.S. Department of Justice filed a lawsuit against ACHA for intentionally segregating its two main public housing complexes by race. At the time, Elmwood was reserved for white residents, and Pyramid Courts (now McBride) was reserved for African-American residents.

49. The lawsuit was eventually settled, and ACHA agreed to stop segregating its housing based on race. ACHA agreed to prioritize occupancy such that Pyramid Courts would have 71 white residents (out of 237), and Elmwood would have 39 African-American tenants (out of 159).

**Defendants Have Segregated Residents on the Basis of Race
And Perpetuated Racial Segregation**

50. Today, ACHA has returned to its discriminatory past by engaging in a pattern and practice of segregating residents on the basis of race. Approximately 97% of the residents living in McBride and Elmwood are African-American, while white households predominate in the developments of Meadows, Johnson, Sunset Terrace, King, and Connell Smith. This is true even though African-Americans make up just 36% of the residents within Alexander County, ACHA's service area.

**Defendants Fail to Maintain McBride and Elmwood,
Forcing The Residents To Live In Squalor**

51. ACHA, through its Board and Executive Directors, have engaged in a pattern and practice of allowing the McBride and Elmwood developments to deteriorate, while preserving and maintaining the Connell Smith and Thebes developments in satisfactory condition. Defendants have engaged in a pattern and practice of allowing the housing conditions at McBride and Elmwood to deteriorate because of the residents' race, African-American.

52. For several years, units located at McBride and Elmwood – including those occupied by Plaintiffs – have been infested with roaches, mice, and bedbugs. Despite residents’ complaints, ACHA has done little to nothing to address the problem.

53. Many of the units at McBride and Elmwood have mold as well as plumbing, heating, and electrical deficiencies. Defendants have been aware of these problems for years, yet they have failed to meaningfully address them.

54. There is significant gun violence and other crime at McBride and Elmwood, yet ACHA has done very little to increase security at these developments. At the same time, ACHA has devoted security resources to Connell Smith and Shoemaker, where there is far less crime and no gun violence.

55. While ACHA was under the control of Defendants Wilson and Franklin, ACHA wasted resources on excessive employee retirement bonuses, unnecessary post retirement contracts, and unjustified travel expenses. These unjustified expenses are chronicled in an August 23, 2015 article entitled, “Chaos in Cairo” published by the newspaper, *The Southern Illinoisan*.

56. In part because of these unjustified payouts to current and former employees, ACHA has been unable to address the serious pest and rodent infestations or other conditions problems at McBride and Elmwood.

57. Wilson and Franklin both worked as ACHA Executive Director during relevant time periods. Neither of them took action to meaningfully alleviate the pest and rodent problems at McBride and Elmwood, nor did they take action to meaningfully alleviate the crime, mold, and plumbing problems.

HUD Finds That ACHA Discriminated Against Residents Based On Race

58. On September 30, 2014, HUD issued a letter to ACHA finding that it had violated Title VI of the Civil Rights Act (“Title VI”), 42 U.S.C. § 2000d. *See* Exhibit A (HUD letter to ACHA). HUD determined that ACHA violated Title VI by engaging in intentional racial segregation in McBride and Elmwood. *Id.*

59. HUD also found that ACHA was well aware of the security and conditions issues at McBride and Elmwood, but failed to provide adequate maintenance and security resources to either development.

60. HUD concluded that ACHA’s segregation of the developments by race and its corresponding failure to maintain McBride and Elmwood resulted in an adverse impact on African-American families and residents.

61. Despite these findings, ACHA, Wilson, and Franklin continued their pattern and practice of segregating families based on race and familial status and continued to allow the conditions at McBride and Elmwood to deteriorate because of the residents’ race.

ACHA’s Enforces A Rule That Discriminates Against Families With Children

62. All of ACHA’s 478 units are designated as family public housing.

63. However, for at least the past ten years, ACHA, through its Board and Executive Directors, have implemented a rule prohibiting families with children from living in Connell Smith, Shoemaker, and several of the scattered site developments and improperly reserved them for seniors and people with disabilities.

64. Neither Connell Smith nor Shoemaker nor the scattered-site programs satisfy the Fair Housing Act’s definition of “housing for older persons” as defined at 42 U.S.C. § 3607(b)(2).

65. ACHA never sought to re-designate Connell Smith, Shoemaker, or the scattered site programs under PIH Notice 2005-2 prior to implementing this rule barring families with minor children and designating certain buildings as senior/disabled housing.

66. Wilson and Franklin worked as ACHA Executive Director during relevant time periods. They both enforced the rule prohibiting families with children from living in Connell Smith, Shoemaker and the scattered site developments

ACHA Breaches Its Residential Lease

67. On information and belief, during each year that they lived in a ACHA unit, Plaintiffs signed a lease with ACHA that provided as follows:

PHA Obligations [966.4(e): The PHA shall be obligated:

- a) To maintain the dwelling unit and the project in decent, safe, and sanitary condition.
- b) To comply with the requirement of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- c) To make necessary repairs to the dwelling unit.

As well, pursuant to 24 C.F.R. § 966.4(h), the lease:

... [sets] forth the rights and obligations of the tenant and the PHA if the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants and shall provide that:

(1) The tenant shall immediately notify the project management of the damage;

(2) The PHA shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant;

(3) The PHA shall offer standard alternative accommodations, if available where necessary repairs cannot be made within a reasonable time; and

(4) Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made accordance with paragraph (h)(2) of this section or alternative accommodations not provided in accordance with paragraph (h)(3) of this section, except that no abatement of rent shall occur if the tenants rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

See Exhibit B (Copy of Sample Residential Lease Agreement).

68. ACHA breached its leases with Plaintiffs by allowing their units to fall into such a state of disrepair that the conditions are hazardous to the life, health, and safety of the occupants. Plaintiffs repeatedly notified ACHA of their terrible housing conditions. ACHA did not repair or address the conditions in a reasonable time and manner and did not offer standard alternative accommodations. ACHA also failed to abate the rent in proportion to the seriousness of the conditions and loss in value of the unit because the repairs were not made.

69. ACHA's breach caused Plaintiffs to suffer out of pocket costs associated with paying the rent as well as substantial monetary injury.

70. Plaintiffs substantially performed their obligations under their residential leases with ACHA.

71. In failing to maintain Plaintiffs' units in a decent, safe, and sanitary condition, Defendants demonstrated a conscious disregard for Plaintiffs' welfare.

CLASS ACTION ALLEGATIONS FOR INJUNCTIVE RELIEF PURPOSES ONLY

72. Plaintiffs bring the claims described in Counts I - VI on behalf of themselves and all others similarly situated pursuant to Rules 23(b)(2) of the Federal Rules of Civil Procedure.

73. All Plaintiffs bring their claims described in Counts I - VI on behalf of a proposed "McBride Elmwood Race Discrimination Subclass" defined as, "All current and former

African-American ACHA public housing residents who lived in McBride or Elmwood in the two years prior to the filing of Plaintiffs' original complaint."

74. Plaintiffs Simelton, Brazil, Purdiman, Heard, Lowe, Vaughn, McAllister, Lee, Mitchell, Cornelius, and Baldwin bring the claims described in Counts VII and VIII on behalf of themselves and all others similarly situated pursuant to Rules 23(b)(2) of the Federal Rules of Civil Procedure.

75. Simelton, Brazil, Purdiman, Heard, Lowe, Vaughn, McAllister, Lee, Mitchell, Cornelius, and Baldwin bring the claims described in Counts VII and VIII on behalf of a proposed **"McBride Elmwood Familial Status Discrimination Subclass"** defined as, "All current and former ACHA public housing residents who lived in McBride or Elmwood with minor children in the two years prior to the filing of Plaintiffs' original complaint."

76. All Plaintiffs bring the claim described in Count IX on behalf of themselves and all others similarly situated pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure.

77. Plaintiffs bring the claim described in Count IX on behalf of a proposed **"McBride Elmwood Residential Lease Subclass"** defined as, "All current and former ACHA public housing residents who lived in McBride or Elmwood in the two years prior to the filing of Plaintiffs' original complaint."

78. **Numerosity.** The classes are so numerous that joinder of all of their members is impracticable. Upon information and belief, each subclass is comprised of hundreds of individuals. The putative class members are unlikely to press their claims on an individual basis because as residents of public housing, all putative class members have limited incomes, and the value of their individual claims is modest.

79. **Commonality and Predominance.** There are questions of fact and law common to the class, including:

- a) whether ACHA discriminated against residents in McBride and Elmwood based on their race by refusing to maintain those developments and by prohibiting them from living in Connell Smith and certain scattered site developments.
- b) whether ACHA discriminated against residents in McBride and Elmwood based on their familial status by refusing to allow families with children to live in Connell Smith and Shoemaker and certain scattered site developments.
- c) whether ACHA breached its public housing lease by not maintaining the units in a decent, safe, and sanitary condition and by not complying with all HUD regulations affecting health and safety.

80. **Typicality and Adequacy.** Plaintiffs' claims are typical of the classes as a whole. All of the Plaintiffs' claims for injunctive relief arise from the same unlawful practices: discriminating against residents in McBride and Elmwood based on their race and familial status and allowing the residential units to deteriorate. Proposed class representatives and class counsel will fairly and adequately protect the interests of the classes as a whole. Plaintiffs do not have any interests antagonistic to those of other class members. By filing this action, Plaintiffs have displayed an interest in vindicating their rights, as well as the claims of others who are similarly situated. Plaintiffs are represented by experienced counsel.

81. **Superiority.** A class action for injunctive relief is superior to other available methods for the fair and efficient adjudication of this controversy.

82. **Injunctive and Declaratory Relief.** ACHA has acted or refused to act on grounds that apply generally to the Rule 23(b)(2) class as a whole, so that final injunctive or declaratory relief is appropriate respecting the class as a whole. For years, ACHA has discriminated against the residents of McBride and Elmwood based on their race and familial status, in violation of the Fair Housing Act, Title VI, and the Illinois Civil Rights Act.

INJURY TO THE PLAINTIFFS

83. Defendants' actions threaten Plaintiffs with imminent and irreparable injury, including deteriorating housing, crime, discrimination, and segregation.

84. Defendants' actions have the purpose and effect of limiting housing opportunities for racial minorities and families with children.

85. Defendants' actions disproportionately deny housing opportunities in Alexander County to racial minorities and families with children.

86. According to the 2014 American Community Survey, Alexander County contains an estimated total of 7,821 people, of whom 59.7% are non-Hispanic white and 35.9% are African-American. African-Americans in Alexander County are disproportionately poor. 53.8% of African-American households in Alexander County earn incomes below the federal poverty line, compared to 19.7% of non-Hispanic white households. In 2014, 85.7% of African-American households in Alexander County were income eligible for federally assisted housing, compared to 59.8% of non-Hispanic white households in Alexander County. While African-Americans comprise 35.9% of Alexander County's population, approximately 45.2% of Alexander County households who are eligible for federally assisted housing are African-American.

87. According to the 2014 American Community Survey, Alexander County contains 2,826 households, of which 25.7% include children under the age of 18. Families with children under the age of 18 in Alexander County are disproportionately poor. 60.3% of such households earn incomes below the federal poverty line, compared to 30.3% of households overall. In 2014, 80.3% of Alexander County households with children under the age of 18 were income eligible

for federally assisted housing, compared with 46.1% of Alexander County households with no children under the age of 18 in the household.

88. African-Americans also disproportionately reside in ACHA's public housing. Almost 80% of ACHA's units contain a head of household who is African-American.

89. Through their actions described above, Defendants have acted negligently, intentionally, maliciously, and with willful, malicious, wanton, and reckless disregard for federal and state fair housing and non-discrimination laws.

90. Through their actions of allowing units at McBride and Elmwood to fall into a state of disrepair as further described above, Defendants have acted negligently, intentionally, maliciously, and with willful, malicious, wanton, and reckless disregard for the rights of the Plaintiffs.

91. Defendants' actions have caused and will continue to create a severe hardship for Plaintiffs.

92. Plaintiffs have no adequate remedy at law.

LEGAL CLAIMS

COUNT I – FAIR HOUSING ACT CLAIM DISPARATE TREATMENT BASED ON RACE (Against All Defendants)

93. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

94. Defendants, through their actions and the actions of their agents, intentionally discriminated against African-Americans living at McBride and Elmwood based on their race, in violation of 42 U.S.C. § 3604.

COUNT II – FAIR HOUSING ACT CLAIM DISPARATE IMPACT BASED ON RACE

(Against All Defendants)

95. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

96. Defendants' actions as described above have had an adverse disparate impact upon Plaintiffs as African-Americans, without any legitimate justification and therefore, constitute a violation of the Fair Housing Act, 42 U.S.C. §§ 3604.

**COUNT III – FAIR HOUSING ACT CLAIM
PERPETUATION OF RACIAL SEGREGATION
(Against All Defendants)**

97. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

98. Defendants' actions as described above perpetrate segregation on the basis of race in violation of the Fair Housing Act § 3604.

**COUNT IV – FAIR HOUSING ACT CLAIM
FAILURE TO AFFIRMATIVELY FURTHER FAIR HOUSING
(Against ACHA)**

99. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

100. ACHA is a "person" within the meaning of 42 U.S.C. § 1983, and its actions described herein were taken under color of state law.

101. By engaging in the actions and omissions described above, and failing to take meaningful action to remedy these egregious civil rights violations, ACHA has violated its duty to affirmatively further fair housing, in violation of 42 U.S.C. § 3608(e)(5). By breaching its duty to affirmatively further fair housing, ACHA deprived Plaintiffs of rights secured to them by federal law, in violation of 42 U.S.C. § 1983.

**COUNT V – TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
(Against ACHA)**

102. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

103. ACHA, through its actions and the actions of its agents, are liable for the violation of Plaintiffs' rights under Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000d *et seq.*, under which, "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance."

**COUNT VI – ILLINOIS CIVIL RIGHTS ACT OF 2003 CLAIM
(Against ACHA)**

104. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

105. ACHA, through its actions and the actions of its agents, are liable for the violation of Plaintiffs' rights under the Illinois Civil Rights Act of 2003, 740 Ill. Comp. Stat. Ann. 23/5, under which, "[n]o unit of State, county, or local government in Illinois shall: (1) exclude a person from participation in, deny a person the benefits of, or subject a person to discrimination under any program or activity on the grounds of that person's race, color, national origin, or gender; or (2) utilize criteria or methods of administration that have the effect of subjecting individuals to discrimination because of their race, color, national origin, or gender."

**COUNT VII – FAIR HOUSING ACT CLAIM
DISPARATE TREATMENT BASED ON FAMILIAL STATUS
(Against All Defendants)**

106. Plaintiffs Simelton, Purdiman, Brazil, Heard, Lowe, Vaughn, McAllister, Lee, Mitchell, Cornelius, and Baldwin re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

107. Defendants, through their actions and the actions of their agents, intentionally discriminated against families with minor children, in violation of 42 U.S.C. § 3604.

**COUNT VIII – FAIR HOUSING ACT CLAIM
DISPARATE IMPACT BASED ON FAMILIAL STATUS
(Against All Defendants)**

108. Plaintiffs Simelton, Purdiman, Brazil, Lowe, Heard, Vaughn, McAllister, Lee, Mitchell, Cornelius, and Baldwin re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

109. Defendants' actions as described above will have an adverse disparate impact upon plaintiffs as families with minor children, without any legitimate justification and therefore, constitute a violation of the Fair Housing Act, 42 U.S.C. §§ 3604.

**COUNT IX – BREACH OF ACHA'S RESIDENTIAL LEASE
STATE LAW BREACH OF CONTRACT CLAIM
(Against ACHA)**

110. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

111. Defendant ACHA breached its duties under its respective leases with the Plaintiffs in that ACHA failed to maintain their dwelling unit and the project in decent, safe, and sanitary condition as required by ACHA's standard residential lease.

112. Defendant ACHA breached its duties under its respective leases with the Plaintiffs in that ACHA failed to comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

113. ACHA's breach of the residential leases have caused damage to the Plaintiffs.

**COUNT X – NEGLIGENCE
(Against ACHA)**

114. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

115. Under its residential leases with the Plaintiffs, ACHA undertook a duty to maintain the dwelling units in a decent, safe, and sanitary condition and to comply with all HUD regulations materially affecting health and safety.

116. Defendant ACHA breached its duty to the Plaintiffs in that ACHA allowed the dwelling units to become infested with mice, roaches, bedbugs, and mold and allowed the units' plumbing systems to fall into disrepair.

**COUNT XI – WILLFUL AND WANTON CONDUCT
(Against ACHA)**

117. Plaintiffs re-allege paragraphs 1 to 71 of this Complaint and incorporate them herein.

118. Under its residential leases with the Plaintiffs, ACHA undertook a duty of care to maintain the dwelling units in a decent, safe, and sanitary condition, to comply with all HUD regulations materially affecting health and safety, and to refrain from willful and wanton misconduct.

119. Defendant ACHA breached its duty of care and duty to refrain from willful and wanton misconduct to the Plaintiffs in that ACHA allowed the dwelling units to become infested with mice, roaches, bedbugs, and mold and allowed the units' plumbing and heating systems to fall into disrepair.

120. In breaching its duty to the Plaintiffs, ACHA actually and deliberated intended to cause harm to the Plaintiffs or demonstrated a conscious disregard for the Plaintiffs' welfare.

RELIEF REQUESTED

WHEREFORE, Plaintiffs respectfully request that this Court:

- a. Declare that the acts and omissions of the Defendants, as set forth above, violate the Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, Title VI of the Civil Rights Act, 42 U.S.C.A. § 2000d *et seq.*, and the Illinois Civil Rights Act of 2003, 740 Ill. Comp. Stat. Ann. 23/5;
- b. Find that the Defendants' conduct was tortuous and the proximate cause of damages to the Plaintiffs;
- c. Enter a preliminary and permanent injunction, without bond or upon a nominal bond, enjoining ACHA from discriminating against the Plaintiffs and members of the McBride and Elmwood subclass based on their race or familial status and directing ACHA to take all affirmative steps necessary to remedy the effects of the illegal, discriminatory conduct described herein and to prevent similar occurrences in the future;
- d. Find that the Defendants violated the residential lease;
- e. Award monetary relief to the Plaintiffs in the amount of compensatory damages, abatement of rent, punitive damages, and prejudgment interest in an amount to be proven at trial;
- f. Enter an order requiring Defendants to pay Plaintiffs' reasonable costs and attorneys' fees for the prosecution of this action, pursuant to 42 U.S.C. § 3613(c)(2), 740 Ill. Comp. Stat. Ann. 23/5(c), and 42 U.S.C. § 1988;
- g. Certify the McBride Elmwood Familial Status Discrimination Subclass, the McBride Elmwood Race Discrimination Subclass, and the McBride Elmwood Residential Lease

Subclass, and the McBride Elmwood Negligence Subclass defined above and appoint the undersigned attorneys as Class Counsel; and

h. Grant Plaintiffs such further relief as this Court deems just and proper.

Jury Demand

Plaintiffs demand trial by jury on all issues as to which a jury trial is available.

DATED: February 13, 2017

By: /s/ Christopher J. Wilmes
Attorneys for Plaintiffs

Christopher J. Wilmes
HUGHES, SOCOL, PIERS, RESNICK, & DYM, LTD.
70 W. Madison Street, Suite 4000
Chicago, Illinois 60602
312-580-0100

Katherine E. Walz
Kevin Herrera
Emily Coffey
SARGENT SHRIVER NATIONAL CENTER ON POVERTY LAW
50 East Washington Street, Suite 500
Chicago, Illinois 60602
312-263-3830

Attorneys for Plaintiffs

Exhibit A



**U. S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

FHEO Region V
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard – Room 2101
Chicago, Illinois 60604-3507

Office of Fair Housing and Equal Opportunity

September 30, 2014

Irene McBride, Board Chair
Alexander County Housing Authority
c/o Martha Franklin, Executive Director
100 Ohio Street
Cairo, Illinois 62914-0191

Dear Ms. McBride:

SUBJECT: Letter of Findings of Noncompliance
Civil Rights Compliance Review of the Alexander County Housing Authority
Section 504 Review Number: 05-14-R004-4

On May 30, 2014, the United States Department of Housing and Urban Development (“HUD”), Office of Fair Housing and Equal Opportunity (“FHEO”), initiated a compliance review of the Alexander County Housing Authority (“ACHA”). FHEO reviewed compliance with Title VI of the Civil Rights Act,¹ Section 504 of the Rehabilitation Act, and Section 3 of the Housing and Urban Development Act.² FHEO investigators from the Chicago Regional Office and the Denver Regional Office conducted an on-site review from June 24 through June 26, 2014.

In addition to the FHEO review, other HUD program offices, including the Office of Public and Indian Housing (“PIH”), the Office of Labor Relations, and the Departmental Enforcement Center simultaneously reviewed ACHA’s compliance with their offices’ respective regulations. The review was prompted by findings made under a previous PIH review, initiated on September 10, 2013.

Applicable Law

Section 504 of the Rehabilitation Act states that:

No otherwise qualified individual with a disability in the United States, as defined in section 705 of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial

¹ Published under separate cover as Title VI Review Number: 05-14-R002-6.

² Published under separate cover as Section 3 Review Number: 05-14-R004-3.

assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. 29 U.S.C. §794(a).

The implementing regulations provide specific prohibitions which include, but are not limited to the following:

Except as otherwise provided... no qualified individual with handicaps shall, because a recipient's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefit of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance. 24 C.F.R. §8.20.

A recipient shall operate each existing housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps. 24 C.F.R. §8.24.

Owners and managers of multifamily housing projects having accessible units shall adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps, and shall take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of the particular unit... 24 C.F.R. §8.27.

The Section 504 regulations "appl[y] to all applicants for, and recipients of, HUD assistance in the operation of programs or activities receiving such assistance." 24 C.F.R. §8.2. Generally, the entire operation of a municipal corporation such as a public housing authority is considered to be a program or activity for the purposes of Section 504. In this case, the "program or activity" subject to this Section 504 review is the entirety of the operations of the ACHA, including, but not limited to the management of its low-income public housing program.

Background

The ACHA manages public housing in the Cairo, Illinois area, including the areas outside of the City of Cairo, but within Alexander County, Illinois. According to the 2012 American Community Survey ("ACS"), it is estimated that 1,752 out of the 7,736 non-institutionalized residents of Alexander County, or 22.6% of the population within ACHA's service area, have a disability. Within the City of Cairo, an even greater proportion of the population is disabled, according to the 2012 ACS. It is estimated that 766 out of the 2,765 non-institutionalized residents of the City of Cairo, or 27.7%, have a disability.

The managerial staff at ACHA include the current Executive Director, Martha Franklin, who has worked in that capacity since early 2013. Franklin's duties include managing the day-to-day operations of the housing authority. In addition, Franklin is in charge of approving or denying reasonable accommodation requests. Prior to that, Franklin was the Finance Director, where she worked as an assistant to the former Executive Director, James Wilson.

Donna Holman is the Chief Leasing Officer and Assistant Site Manager. Holman has been at the ACHA for 28 years. Her duties include managing the entire process of move-ins, move-outs, transfers, updating records, and lease enforcement. Holman also receives reasonable accommodation requests from residents.

Analysis

Accessible Dwelling Units

For older housing stock, the Section 504 implementing regulations set a target 5% objective for accessible dwelling units; as alterations and new construction proceed, a public housing authority is expected to work towards that goal of making 5% of the units in its portfolio accessible to people with physical disabilities.³ The same is true of common areas; that these facilities shall, to the maximum extent feasible, be made accessible to individuals with physical disabilities.⁴ The applicable accessibility standards for purposes of complying with Section 504 are the Uniform Federal Accessibility Standards (“UFAS”).⁵

In response to FHEO’s request, ACHA asserts that 21 of its 473 units, or approximately 4.44%, have been designed to be made accessible for people with physical disabilities. As part of its compliance review, FHEO staff was able to inspect 8 of these 21 units that ACHA holds out as accessible, as well as common areas and management offices.

While the ACHA-managed housing stock was built long before the introduction of UFAS, housing authorities such as ACHA are required to perform a “transition plan” and “needs assessment,” for both non-housing facilities and existing housing programs, respectively, in order to work towards meeting UFAS requirements.⁶ Although it is clear that ACHA has attempted to work towards compliance with UFAS, neither of these two documents were provided to FHEO in the course of its review.

ACHA discusses the topic of physical accessibility in its Admission and Continued Occupancy Policy (“ACOP”). It reiterates that ACHA must comply with Section 504, the ADA, the Fair Housing Act, and other applicable laws, and continues to state that “[t]he design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS).

In general, FHEO has found numerous concerns with the design and construction of ACHA’s accessible units, as well as many features of the common areas. For the specific areas of non-compliance, please see the attached “**Alexander County Housing Authority UFAS Accessibility Assessment.**”

In particular, FHEO staff discovered that many units deemed to be “accessible” contained a staircase leading to second-floor bedrooms. FHEO staff was told that wheelchair lifts had at one

³ See 24 C.F.R. §8.23(b)(1).

⁴ *Id.*

⁵ See 24 C.F.R. §8.32(a).

⁶ See 24 C.F.R. §8.21(c)(4) and 24 C.F.R. §8.25(c).

time been in-place, but had since been removed. When asked about it, Franklin was under the impression that the lifts had been removed a long time ago, and was uncertain why that had happened.

Occupancy and Admissions Policies

The Section 504 implementing regulations require that housing authorities adopt suitable means to assure that information regarding the availability of accessible housing and programs reaches eligible individuals with disabilities, with respect to both current and prospective program participants.

With respect to its policies, ACHA has an entire section on the topic of non-discrimination contained within its ACOP. It appears to be comprehensive and in compliance with the relevant HUD regulations. For example, with respect to reasonable accommodations, it states that:

“[t]he PHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language: ‘If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.’ A specific position and phone number will be provided as the contact for requests for accommodation for persons with disabilities.”

However, the FHEO review determined that there is nothing in the application for new residents that discusses reasonable accommodation. The Chief Leasing Officer, Donna Holman, stated to FHEO staff that rather than provide written materials, she instead inquires verbally as to an applicant’s need for a reasonable accommodation.

Furthermore, ACHA does not maintain pre-application materials, so of course there is no published information about reasonable accommodations being distributed to potential applicants.

ACHA does provide a reasonable accommodation request form in its “lease-up” package for program participants who have made it through the application phase.

When asked about the reasonable accommodation approval process, Holman stated that Franklin, the Executive Director, ultimately determines who is approved or denied, but Holman doesn’t believe that anyone has ever been turned away. When asked about approvals or denials, Franklin explained that she hasn’t really been asked for a reasonable accommodation, although she does recall an instance when someone requested a bigger unit. Franklin then added that she is aware that some residents of Connell Smith, in AMP 3, have physical disabilities. She mentioned that one resident in particular had requested a curved shower rod. Finally, when asked about how reasonable accommodation requests are tracked, Franklin said that this was something Donna Holman would handle.

With respect to physical modifications of units, one of the ACHA maintenance technicians, Robert Fitzgerald, stated that he has in the past responded to requests for tenants. He explained that the requests came from Franklin, and he has received requests for things such as grab bars and taller toilet seats. He further explained that the requests came from Franklin, who he described as “very accommodating.”

When asked if ACHA has a “service” or “assistance animal” policy, Franklin explained that she wasn’t sure, but that ACHA does provide a “pet policy.” The written pet policy submitted to FHEO does in fact distinguish between “animals that are used to assist persons with disabilities.” Furthermore, it goes on to say that:

“Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.”

No other assistance or service animal policy was ever provided to HUD by ACHA.

Findings

The FHEO review determined that ACHA’s accessible units and common areas do not comply with UFAS standards, and as a result, ACHA is in violation of 24 C.F.R. §8.20. Furthermore, there is no evidence that ACHA has completed a needs assessment or transition plan, in accordance with 24 C.F.R. §8.21(c)(4) and 24 C.F.R. §8.25(c).

In addition, upon review of its admission and occupancy policies (and their implementation), FHEO has determined that ACHA is not in compliance with other Section 504 requirements. Specifically, in its pre-application and application materials, ACHA lacks an effective method of communicating its reasonable accommodation request process and other program requirements for people for disabilities. Furthermore, ACHA lacks a transparent method for tracking and responding to reasonable accommodation requests for existing program participants. Finally, ACHA lacks a support or assistance animal policy. As a result, ACHA is in violation of 24 C.F.R. §§8.24 and 8.27.

Conclusion

The Department finds the Recipient in violation of Section 504. This letter addresses only the issues discussed herein and should not be interpreted as a determination of the Alexander County Housing Authority’s compliance or noncompliance with Title VI, Section 3, or in any other respect.

The issuance of a Letter of Findings (“LOF”) under Section 504 is discussed at 24 C.F.R. § 8.56. Under Section 504 the recipient may request a review of this preliminary Letter of Findings by the reviewing civil rights official. A request must be made within 30 days of receipt of this letter by submitting a written statement of the reasons the letter of findings should be modified in light of supplementary information. For the purposes of a request for review, supplementary information means new and material information not previously made available during the

course of the investigation. If the request does not include such information, it will be denied without further review and a formal written determination of non-compliance will be made.

If the Recipient does not request that the letter of findings be reviewed, a formal finding will be issued within fourteen (14) calendar days after the thirty-day period for the request for review has expired.

HUD prefers to achieve an informal voluntary resolution through the execution of a Voluntary Compliance Agreement ("VCA") between HUD and the recipient. We invite the Alexander County Housing Authority to enter into an informal resolution. If the noncompliance cannot be corrected by informal means, compliance may be effected by the suspension or termination of or refusal to grant or to continue Federal financial assistance, or by any other means authorized by law. See 24 C.F.R. §8.57.

Within the next 30 days, my staff will be in contact with suggestions for the terms of a VCA. You may also contact me directly at (312) 913-8400.

Sincerely,



Maurice J. McGough
FHEO Region V Director
Office of Fair Housing and
Equal Opportunity

(Enclosure)

cc: Martha Franklin
Executive Director, Alexander County Housing Authority

Antonio Riley
Regional Administrator, Region V

James Cunningham
Deputy Regional Administrator, Region V

William E. Wilkins
Director, Chicago Office of Public Housing

Harold McNally
Chairman, Alexander County Board of Commissioners

Exhibit B

**PART I OF THE
RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS
HOUSING AUTHORITY OF ALEXANDER COUNTY**

THIS LEASE AGREEMENT (called the "Lease") is between the Alexander County Housing Authority (called "PHA") and the Tenant named in Part II of this lease (called "Tenant"): [966.4 (a)]

I. Description of the Parties and Premises: [966.4 (a)]

- (a) PHA, using verified data provided by the tenant about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling units") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- (b) Premises must be used only as private residence, solely for Tenant and the household members named on Part II of the Lease. The PHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the Authority's policy on such activities. [966.4 (d)(1 &2)]
- (C) Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births and adoptions, and court awarded custody require the advance written approval of the PHA. Such approval will be granted only if the new family members pass the PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]

Tenant agrees to wait for the PHA'S approval before allowing additional persons to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the PHA may terminate the lease in accordance with Section XVI. [966.4 (f) (3)]

- (c) The Tenant shall report deletions (for any reason) from the household members named on the lease to the PHA in writing, within 10 days of the occurrence. [966.4 (c)(1) & (2) & (f)(3)]

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall automatically be renewed for successive terms of twelve (12) months for all purposes except for noncompliance with the community service requirement for residents. [966.4 (c)(1)]&(2)&(f)]
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the PHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (b) The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein. [966.4(c)].
The amount of the Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA's Admissions and Occupancy Policy. [966.4 (c)]
- (b) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. [966.4 (b) (1), (e) (1) & (3)] When the PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, the PHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time. [966.4 (c) (4)]

III. Other Charges: In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4 (b) (2)]

- (a) Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of

such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. [966.4 (b)(2)]

- (b) **Excess Utility Charges** -- At developments where utilities are provided by the PHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4 (b)(2)]
Installation charges for tenant-supplied air conditioners.

Late Charges -- A \$15.00 late fee is charged if rent is paid after the fifth calendar day of the month. [966.4 (b)(3)] The PHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the PHA's written notice of the charge. [966.4 (b)(4)]

IV. Payment Location: Rent and other charges can be paid at the Main Office located at the Connell F. Smith Sr. Building, 12th and Ohio Streets in Cairo, Illinois or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. [8.24 (a)(1)(2) & (b)]

V. Security Deposit

- (a) **Tenant Responsibilities:** The Security Deposit is \$100.00.
- (b) **PHA's Responsibilities:** The PHA will use the Security Deposit at the termination of this lease:
 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The PHA shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated and the Authority has inspected the dwelling unit.

The return of a security deposit shall occur within 30 days after Tenant moves out. The PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address. If any deductions are made, the PHA will furnish Tenant with a written statement of such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances [966.4 (b)(1)]

- (a) **PHA Supplied Utilities:** If indicated by an (X) on Part II of the Lease Agreement, the PHA will supply the indicated utility: electricity, natural gas, water, sewer service, trash collection. The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
If indicated by an (X) on Part II of the Lease Agreement, the PHA will supply a cooking range refrigerator and air conditioner (air conditioners supplied at elderly or disabled sites). Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of the PHA. A monthly service charge may be payable by the Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Main Office. [966.4 (b)(2)]
- (b) **Tenant-Paid Utilities:** If Tenant resides in a development where the PHA does not supply electricity or natural gas, water, sewer, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Payment less the Allowance for Utilities equals Tenant Rent. The PHA may change the Allowance at any time during the term of the lease, and shall give Tenant 60 day's written notice of the revised Allowance along with any changes in Tenant Rent or Utility Reimbursement. [966.502] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)]

Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions: The following terms and conditions of occupancy are made a part of the Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. Keys to the unit MUST remain in the possession of the Head of Household and other family members LISTED ON THE DWELLING LEASE AGREEMENT. With the prior written consent of the PHA, members of the household may engage in legal profit-making activities in the dwelling unit incidental to the residential use. [966.4 (d)(1) & (2)]

This provision permits accommodation of Tenant's guests or visitors for period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. [966.4 (d)(1)] (14 TOTAL DAYS CUMULATIVE)

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the PHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease, THEN, the PHA will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- [c] Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below

- (1) The status of each family is to be re-examined at least once a year. [5.617 (a)(1)] re-exam schedule is as follows: 7-1 Elmwood Place (MAY), 7-2 7-8 McBride Place (JULY), 7-3 Scattered Sites (FEBRUARY), 7-4 & 7-5 Smith & Shuemaker (APRIL), 7-6 & 7-7 Sunset Terrace and Mary Alice Meadows (MARCH) Tenants paying FLAT rent shall have their incomes reexamined every three years. At the annual recertification Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable [960.209]
- (2) Tenant promises to supply the PHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. [5.617 (b)(2)]

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease.

All information must be verified. Tenant agrees to comply with the PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4 (c)(2)]

PHA shall give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by the PHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will change during the period between regular re-examinations, UNLESS during such period: [960.209(b)]

- (a) A person with income joins the household.
- (b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficient requirement. [5.613]

If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next schedule re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

(c) If it is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The PHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Rent formulas or procedures are changed by Federal law or regulation.

(4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [966.4 (c)(2)]

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the moves essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

(a.) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficient requirement. [5.613]

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

- (e) Transfers [966.4 (c)(3)]
- (1) Tenant agrees that if the PHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
 - (2) The PHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.
 - (3) If a Tenant makes a written request for special unit features in support of a documented disability, the PHA shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the PHA may transfer Tenant to another unit with the features requested at the Authority's expense.
 - (4) A tenant without disabilities that are housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit (at the PHA's expense). [8.27 (b)]
 - (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the PHA may terminate the Lease. [966.4(c)(3)]
 - (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. [966.4 (c)(4)]
 - (7) The PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant and DOES NOT disqualify the family for size unit it is currently occupying.

VII. PHA Obligations [966.4 (e): The PHA shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition; [966.4 (e)(1)]
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- (2) Guests for the year cannot exceed 14 days in total.
- (c) To make necessary repairs to the dwelling unit; [966.4 (e)(3)]
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority; [966.4 (e)(5)]
- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste; [966.4 (e)(6)]
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]

(h) To notify Tenant of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the PHA is required to afford tenant the opportunity for a hearing under the PHA's grievance procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed. [966.4 (e)(8)]

Reasonable Accommodations for Residents with Disabilities: Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations: Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. [966.4(f)(1)]
- (b)
 1. Not to give accommodation to boarders or lodgers; [966.4 (f)(2)]
 2. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the PHA.
- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. [966.4 (f)(3)]
This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the PHA's occupancy standards, and so long as the PHA has granted prior written approval for the foster child (ren), or live-in aide to reside in the unit. [966.4 (d)(3)(i)]
- (d) To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. [966.4 (f)(4)]
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4 (f)(5)]
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4 (f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]
- (g) To dispose of garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PHA. [966.4 (f)(7)] To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances including elevators. [966.4 (f)(8)]
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project. [966.4(f)(9)]

- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests. [966.4 (f)(10)]
- (k) To act, and cause household members or guests to act in a manner that will:
- (l) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (1) Be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition. [966.4 (f)(11)]
 - (2) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - 1. Any drug related and/or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA, or
 - 2. Any drug related and/or criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance or look-alike controlled substance (as defined in Section 102 of the Controlled Substances Act). [966.4 (f)(12)]
- (m) To make no alterations or repairs or re-decorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the PHA. To make no changes to locks or install new locks on exterior doors without the PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by the PHA.
- (n) To give prompt prior notice to the PHA, in accordance with Section XIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and the PHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Illinois anywhere in the unit or elsewhere on the property of the PHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit except regulations set forth by PHA.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit without the written approval of the PHA.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the PHA.
- (u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any PHA development except in accordance with the Authority's pet policy, unless a verified disability warrants the possession of a service animal or companion animal..

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy (if there is one), although it is subject to reasonable health and safety rules.

- (v) To remove from PHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at Tenant's expense. Automobile repairs are not permitted on project site.
- (w) To remove any personal property left on HA property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the PHA. Costs for storage and disposal shall be assessed against the former Tenant.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y)
 - (1) Not to commit any fraud in connection with any Federal housing assistance program, and
 - (2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities
- (aa) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the PHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from the requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- X. Defects Hazardous to Life, Health or Safety** In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants: [966.4 (h)]

PHA Responsibilities:

- (a) The PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (b) The PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The PHA is not required to offer Tenant a replacement unit if Tenant, household members, or guests caused the hazardous condition. [966.4 (h)(3)]
- (c) Tenant shall accept any replacement unit offered by the PHA.
- (d) In the event the PHA, as described above, cannot make repairs, or alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage. [966.4 (h)(4)]
- (e) If the PHA determines that the dwelling is untenable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [966.4 (h)(1)]

- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.

XI. Inspections

- (a) Move-in Inspection: The PHA and Tenant or representative shall inspect the dwelling unit prior to occupancy by Tenant. The PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The PHA and Tenant shall sign the statement and a copy of the statement retained in Tenant's folder. [966.4 (i)] The PHA, at no charge to Tenant, will correct any deficiencies noted on the inspection report.
- (b) Other Inspections -- The PHA will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection -- The PHA will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority. [966.4 (i)]
- (d) Pre Transfer/Transfer Inspections -- The Maintenance Department will inspect the unit you live in at the time of the transfer offer. You will be instructed of the charges for damages or repairs and will be told what the clean up responsibility will be. When you finish the clean up responsibility and pay your charges (within 5 days from offer) you will be taken to your new unit for inspection. Keys will be exchanged at this point

XII. Entry of Premises during Tenancy

- (a) Tenant Responsibilities
 - (1) Tenant agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 4:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. [966.4 (j)(1)]
 - (2) When Tenant calls to request maintenance on the unit, the PHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the PHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.
- (b) PHA's Responsibilities
 - (1) PHA shall give Tenant at least 24 hours written notice that the PHA intends to enter the unit. PHA may enter only at reasonable times. [966.4 (j)(1)]
 - (2) The PHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
 - (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, PHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to Leaving the dwelling unit. [966.4 (j)(3)]

XIII. Notice Procedures

- (a) Tenant Responsibility -- Any notice to PHA must be in writing, delivered to the PHA's central office, or sent by prepaid first class mail, properly addressed. [966.4 (k)(1)(ii)]

- (b) PHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first class mail addressed to Tenant. [966.4 (l)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

XIV. Termination of the Lease: In terminating the Lease, the following procedures shall be followed by the PHA and Tenant:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause. [966.4 (l)(2)]

Such serious or repeated violation of terms shall include but not be limited to:

- (1) The failure to pay rent or other payments when due; [966.4 (l)(2)]
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 1st of the month. Four such late payments within a 12 month period shall constitute a repeated late payment; [966.4 (l)(2)]
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
- (4) Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
- (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual re-examinations or interim re-determinations. [966.4 (c)(2)]
- (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site; [966.4 (l)(2)]
- (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of PHA's public housing premises by other residents, or any drug-related or criminal activity on or off premises. [966.4 (l)(2)]
- (8) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (9) Offensive weapons or illegal drugs seized in an PHA unit by a law enforcement officer; [966.4 (l)(2)]
- (10) Any fire on Authority premises caused by the tenant, household members or guests' action or neglect. [966.4 (l)(2)]
- (11) The VAWA regulations in 24 CFR Part 5, Subpart L apply. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violence of the lease by the victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

The Landlord may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Resident or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or lawful occupant. It is the obligation of the PHA to consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, or stalking addressed in 24 CFR Part 5, Subpart L.

Nothing may be construed to limit the authority of the Landlord, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where family breaks up.

Nothing limits any otherwise available authority of the Landlord to evict a Resident for any violation of a lease not premised on the act or acts of violence in question against the Resident's household, provided that the Landlord does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other Residents in determining whether to evict or terminate.

(b) The PHA shall give written notice of the proposed termination of the Lease of:

- (1) 14 days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or PHA staff is threatened;
- (3) 30 days in any other case. [966.4 (l)(3)(i)(A), (B) &(C)]

(C) The notice of termination:

- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine PHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]
- (2) When the PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the PHA's grievance procedures. [966.4 (l)(3)(ii)]
- (3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of lease termination under this section. [966.4 (l)(3)(iii)]

The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

- (4) When the PHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination, under PHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until. [966.4 (l)(3)(iv)]
- (5) When the PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from PHA grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]
- (6) The PHA may evict a Tenant from the unit either by bringing a court action; [966.4 (l)(4)] or as an alternative, the PHA may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the PHA must afford
- (7) the Tenant the opportunity for a pre-eviction hearing in accordance with the PHA grievance procedure. [966.4

- (8) (l)(4)(i)(ii)] The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.

(D) Tenant may terminate this Lease at any time by giving 30 days written notice as described in Section XIII, above.

- (e) In deciding to evict for criminal activity, the PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4 (l)(5)]
- (f) When the PHA evicts a tenant from a dwelling unit for criminal activity, the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. [966.4 (l)(5)(ii)]

XV. Waiver: No delay or failure by the PHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by the PHA, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **PHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. The PHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the PHA will notify Tenant in writing if he/she fails to comply with the standards. The PHA will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the PHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) **Housekeeping Standards: Inside the Apartment**

(d) **General --**

1. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprint.
2. Floors: should be clean, clear, dry and free of hazards.
3. Ceilings: should be clean and free of cobwebs.
4. Windows: should be clean and not nailed shut. Shades or blinds should be intact.
5. Woodwork: should be clean, free of dust, gouges, or scratches.
6. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
7. Heating units: should be dusted and access uncluttered.
8. Trash: shall be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestation.

Kitchen --

1. Stove: should be clean and free of food and grease
2. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.

3. Cabinets: should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust Fan: should be free of grease and dust.
5. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas: should be neat and clean without spilled food.
7. Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom --

1. Toilet and tank: should be clean and odor free.
2. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
3. Lavatory: should be clean.
4. Exhaust fans: should be free of dust.
5. Floor: should be clean and dry.

Storage Areas --

1. Linen closet: should be neat and clean.
2. Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
3. Other storage areas: should be clean, neat and free of hazards.

(e) Housekeeping Standards; Outside the Apartment

The following standards apply to family and scattered site development only: some standards apply only when the area noted is for the exclusive use of Tenant:

1. Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
2. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
3. Steps (front and rear): should be clean and free of hazards.
4. Sidewalks: should be clean and free of hazards.
5. Storm doors: should be clean, with glass or screens intact.
6. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
7. Hallways: should be clean and free of hazards.
8. Stairwells: should be clean and uncluttered.
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

NOTE: THE ALEXANDER COUNTY HOUSING AUTHORITY IS NOT RESPONSIBLE FOR PERSONAL PROPERTY LOSS. IF YOU WANT YOUR PERSONAL PROPERTY INSURED YOU MUST PURCHASE RENTERS INSURANCE.

PART II OF THE RESIDENTIAL LEASE AGREEMENT
Housing Authority of Alexander County

THIS AGREEMENT is executed between the Housing Authority of Alexander County (herein called "Authority"), and (herein called the "Tenant"), and becomes effective as of this date: 9/6/16 [966.4 (a)]

- (1) **Unit:** That the PHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant on Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED [966.4 (a)] Cairo, IL 62914 (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant [966.4 (a)] Cairo, IL 62914 [966.4 (a)]

- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse) each household member should be listed by age, oldest to youngest. [966.4 (a)(2)] All members of the household over age 18 shall execute the lease.

Name	Relationship	Birthdate	Social Security #
1. _____	_____	_____	XXX-XX-
2. _____	_____	_____	XXX-XX-
3. _____	_____	_____	XXX-XX-
4. _____	_____	_____	XXX-XX-
5. _____	_____	_____	XXX-XX-
6. _____	_____	_____	XXX-XX-
7. _____	_____	_____	XXX-XX
8. _____	_____	_____	XXX-XX

- (3) **Term:** The term of this lease shall be one calendar month, renewed as stipulated in Part I of the Lease.

- (4) **Rent:** Initial rent (prorated for partial month) shall be \$ _____

- (5) Rent shall remain in effect until adjusted in writing in accordance with the provision of this lease.

If Resident fails to make the rent payment by noon on the 5th working day of the month, a Landlord's fourteen-day notice of termination will be issued by first class mail to resident. A late charge of \$15.00 added to the account.

Families may change rent calculation methods upon re-certification.

Families who have chosen the flat rent option may request a re-examination and change to the formula-based method at any time if the income has decreased, their on going expenses for such purposes as child care and medical have changed or any other circumstances that create a hardship for the family that properly allow for change.

- (6) Thereafter, rent in the amount of \$ _____ per month shall be payable in advance on the first day of each month, and shall be delinquent after the 5th day of said month. Projects: 7-1 Elmwood Place, 7-2 McBride Place, 7-3 Greaney Gardens, Moreland Manor, Johnson Terrace, Butler Homes. Payment can be taken to either bank or mail a money order to Alexander County Housing Authority, P.O. Box 191, Cairo, IL. 62914 or pay at the Connell Smith Bldg.

For Projects: 7-4 Connell Smith, 7-5 Shuemaker, 7-6 Sunset Terrace, 7-7 Mary Alice Meadows. Payment can be made in the front office of the Connell Smith Building, or by mail to Alexander County Housing Authority, P.O. Box 191, Cairo, IL 62914.

(5) Utilities and Appliances: PHA

If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises:

(X) Electricity (X) Natural Gas (X) Water () Other: _____

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator () Air Conditioner

(6) Utility Allowances: Tenant Paid Utilities [913.102]

If indicated by an (X) below, the Authority shall provide Tenant with a Utility Allowance.

(X) Electricity (X) Natural Gas () Other: _

(7) Security Deposit: Tenant agrees to pay _____ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.4 (b)(5)]

(8) Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____ DATE: _____

CO-TENANT: _____ DATE: _____

CO-TENANT: _____ DATE: _____

CHIEF CLERK: _____ DATE: _____

TENANT'S CERTIFICATON

I, _____ hereby certify that I, and other members of my Household, have not _____ connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- | | |
|---|--|
| (X) Part I of this Lease | (X) Housekeeping Standards |
| (X) Standard Maintenance Charges (May be updated) | (X) Pet Policy |
| (X) Grievance Procedure (May be updated) | (X) Watch Out for Lead Paint Poisoning |
| (X) Tenant Handbook | () Guard Rules |
| (X) Community Service/ Utility Allowance | (X) Violence Against Women Act |
| (X) Lease Up/ renters insurance information | (X) One strike you're out Policy |

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us.

I/We understand the possibility the lead-based paint may exist in the unit.

NOTE: THE ALEXANDER COUNTY HOUSING AUTHORITY IS NOT RESPONSIBLE FOR PERSONAL PROPERTY LOSS. IF YOU WANT YOUR PERSONAL PROPERTY INSURED YOU MUST PURCHASE RENTERS INSURANCE.

Tenant's Signature

Date

OFFICE ADDRESS: 100 The Connell F. Smith, Sr. Building, Cairo, Illinois

HOURS: 8:00 A.M. until 4:00 P.M. Monday through Friday

TELEPHONE NUMBER: (618)734-1910

EMERGENCY MAINTENANCE TELEPHONE NUMBER: (618) 306-1570 or (618) 306-2430

Monday through Friday after: 4:00 P.M., and weekends and holidays.