



U.S. Department of Housing and Urban Development
Georgia State Office
Five Points Plaza
40 Marietta Street
Atlanta, GA 30303-2806

September 11, 2018

Human and Economic Development Dept
Athens-Clarke County
c/o Director W. Keith McNeely, Sr.
375 Satula Ave.
Athens, GA 30605

Dear Respondent:

Subject: Housing Discrimination Complaint
Westpark Holdings, LLC v. Athens-Clarke County, et al
Inquiry No.: 344143
HUD File No.: 04-12-0936-8/6/9

The above-referenced housing discrimination complaint, which was filed with the U.S. Department of Housing and Urban Development (HUD), on July 31, 2012, has been resolved by the execution of a HUD Conciliation Agreement (Agreement), as provided under §810(b) of the Fair Housing Act of 1968, (Act) as amended [42 U.S.C. §3601 et seq.].

On **September 10, 2018**, the Conciliation Agreement was signed and approved on behalf of the Secretary, as required under §810(b)(2) of the Act and §103.310 of HUD's regulations implementing the Act. By executing this Agreement, the parties have agreed that all issues that were raised in the above-referenced complaint are resolved. By approving this Agreement, HUD has concluded that its provisions will adequately vindicate the public interest. Accordingly, HUD has terminated its investigation, and has administratively closed the complaint, effective as of **September 10, 2018**. A copy of the HUD-approved Agreement is enclosed for your records.

This closure is not a determination on the merits of the allegations contained in the HUD complaint.

By executing this Conciliation Agreement, the parties have committed to comply with the provisions specifically designed to resolve the issues raised in the complaint, and to further the public interest in fair housing.

Retaliation is a violation of the Fair Housing Act. Section 818 of the Act makes it unlawful to retaliate against any person because he or she has filed a housing discrimination complaint; is associated with a complainant; has counseled or otherwise assisted any person to file such a complaint; or has provided information to HUD during a complaint investigation. Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint. Any person who believes



that he or she has been a victim of retaliation for any of the reasons listed above may file a housing discrimination complaint with HUD within one (1) year of the date on which the most recent alleged retaliatory act(s) occurred or ended.

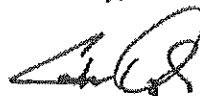
Enforcement by the Attorney General. Section 810(c) of the Act provides that whenever HUD has reasonable cause to believe that a respondent has breached a Conciliation Agreement, HUD shall refer the matter to the Attorney General with a recommendation that a civil action be filed on behalf of the complainant. Section 814(b)(2) of the Act authorizes the Attorney General to file a civil action in an appropriate United States District Court for appropriate relief with respect to the breach of a HUD Conciliation Agreement.

If an aggrieved person believes that a respondent has breached a HUD Conciliation Agreement, he or she should promptly report the alleged breach to the HUD Office that investigated the complaint.

Public Disclosure. Section 103.330(b) of HUD's regulations implementing the Act provides that Conciliation Agreements shall be made public, unless the aggrieved person and the respondent request nondisclosure and HUD determines that disclosure is not required to further the purposes of the Act. Notwithstanding a determination that disclosure of an Agreement is not required, HUD may publish tabulated descriptions of the results of all conciliation efforts.

If you have any questions regarding this closure, please contact Mechelle Puckett at (678) 732-2115 for assistance.

Sincerely,



Carlos Osegueda
FHEO Region IV Director

Enclosure

cc: William C. Berryman
Unified Government of Athens-Clarke County
P.O. Box 427
Athens, GA 30603

Kathleen Williams
7742 Spalding Drive
Suite 476
Peachtree Corners, GA 30092





UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
VOLUNTARY COMPLIANCE AGREEMENT

Under

Title VI of the Civil Rights Act of 1964

And

Section 109 of Title 1 of the Housing and Community Development Act of 1974

Between

The U.S. Department of Housing and Urban Development

And

Athens-Clarke County Unified Government

Athens-Clarke County Department of Housing and Community Development

Approved by the FHEO Regional Director on behalf of the
United States Department of Housing and Urban Development

FHEO CASE NUMBERS: 04-12-0936-8/6/9, 04-12-0831-8/6/9



A. STATEMENT OF FACTS

This Voluntary Compliance Agreement resolves complaints filed with the United States Department of Housing and Urban Development (hereinafter "HUD" or the "Department") by Wendover Housing Partners, LLC and Westpark Holdings, LLC, and Coldwell Banker Real Estate, LLC alleging that Respondents denied their application for funding for an affordable senior housing development because of the race, color or national origin of the expected tenants in violation of Title VI of the Civil Rights Act of 1964 and Section 109 of Title I of the Housing and Community Development Act of 1974.

Respondents, while denying fault, liability, and responsibility for Complainants' alleged damages, agree that it is in their respective interests to voluntarily settle this controversy and resolve this matter without the necessity of an evidentiary hearing or other judicial process available under the laws cited above.

B. TERM OF AGREEMENT

Except as otherwise provided herein, this Voluntary Compliance Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of two (2) years from the effective date of the Agreement. The Effective Date of this Agreement is the date of the last signature in Section VIII.

C. GENERAL PROVISIONS

1. **The parties to this agreement are the U.S. Department of Housing and Urban Development, Athens-Clarke County Unified Government, and the Athens-Clarke County Department of Housing and Community Development.**
2. This Agreement is binding upon the Parties and is a voluntary and full settlement of the subject complaints.
3. This Agreement shall not be construed to limit or reduce the obligation of the Respondents to comply with federal civil rights laws and implementing regulations, including the Fair Housing Act ("Act"), Title VI, Section 109 and their implementing regulations.
4. It is understood that, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
5. This Agreement does not limit or restrict the Department's authority to investigate any other complaint involving any of the Respondents made pursuant to the Fair Housing Act, Title VI, Section 109 or any other complaint within the Department's jurisdiction.
6. For the purposes of this Agreement, "days" refers to calendar days. If the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.



7. HUD may conduct an on-site or any other review of the Respondents' compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Respondents will grant HUD employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement.
8. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
9. Respondents agree and represent that the signature of Blaine Williams is made on behalf of Respondent Athens Clarke County Unified Government with full authority.
10. Respondents agree and represent that the signature of Deborah Lonon is made on behalf of Respondent Housing and Community Development Department-Athens-Clarke County
11. The Department hereby forever waives, releases, and covenants not to sue Respondents, their employees, assigns, successors, or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 04-12-0936-8/6/9, 04-12-0831-8/6/9, or which could have been filed in any action or suit arising from said subject matter.

D. RELIEF ~~FOR~~ IN THE PUBLIC INTEREST

1. Respondents agree that HOME funds will be awarded to the applicant or applicants that receive the highest score based on published scoring criteria. The funds will be awarded on an annual funding cycle with a defined and published application period and application due date. Projects proposing new construction of affordable units will not be given additional points or otherwise prioritized because of their location in census tracts 301, 302, 6, or 9. Exceptions may be granted when necessary to comply with applicable federal program regulations.

Athens-Clarke County Housing and Community Development (HCD) staff will review each complete HOME application. Applications that do not meet the threshold criteria or federal and state compliance requirements will be automatically disqualified. HCD will send formal letters to applicants explaining the reason/s for ineligibility. All projects recommended for funding by HCD staff and director will be submitted to the Athens-Clarke County Mayor and Commission for final funding approval or denial at an open public meeting.

The application scores of all applicants, including the ultimate recipients, will be posted on the Athens-Clarke County Unified Government website after the funds have been awarded.

2. Respondents agree to adopt new criterion and response prompts under "Project Need" on the HOME application as follows: "If the project is new construction of affordable



units, explain whether those units are to be located in areas of opportunity?" and "If the project is new construction of affordable units, explain whether those units will be located near existing concentrations of affordable units?".

3. Within thirty (30) days of the Effective Date of this Agreement, Respondents will include on their "Fair Housing Choice" website a link to HUD's FEHO webpage where visitors can find information about filing a fair housing complaint. Respondents shall provide to the Department written confirmation that the link has been added.
4. Within thirty (30) days of the Effective Date of this Agreement, Respondents will post this Agreement on the HOME application website and publicize the agreement to any existing listserv of developers to address any changes to the HOME application process as a result.
5. Prior to February 15, 2019 the Mayor, Commissioners, City Manager, and HCD staff involved in the review of HOME applications will attend two (2) hours of Fair Housing training. Within thirty (30) days after the training occurs, Respondents shall provide to the Department written confirmation that the training has been completed, including a Certificate or a letter from the entity conducting the training, together with a list of participants and the date of the training.
6. Respondents shall send certified checks totaling fifty thousand dollars (\$50,000) to the each of the below listed entities within thirty (30) days of receipt of a fully executed copy of the respective Release of Claims at Exhibit A by such entity, if such executed copy is received within ten (10) days after the Effective Date of this Agreement:

Thirty thousand dollars (\$30,000) to Wendover Housing Partners, LLC/Johnathan Wolf;
Fifteen thousand dollars (\$15,000) to Westpark Holdings, LLC/W.H. Kimbrough Jr.;
Five thousand dollars (\$5,000) to Coldwell Banker Real Estate, LLC/Andy Homeyer

E. MONITORING

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may examine witnesses and copy pertinent records of Respondents, as permitted by law. Respondents agree to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

F. REPORTING AND RECORDKEEPING

All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
ATTN: Curtis Barnes, Conciliator
40 Marietta St.-16th Floor -- 16th Floor
Atlanta, GA 30301

G. CONSEQUENCES OF BREACH

If ever the Department has reasonable cause to believe that the Respondents have breached

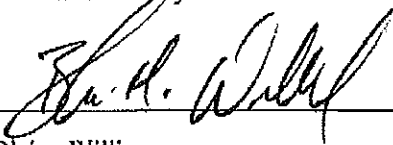


this Agreement, the Department shall provide written notice of such potential breach and provide a thirty (30) day cure period to Respondents. If the alleged breach is not reasonably susceptible to cure within thirty (30) days, Respondents shall be permitted reasonable additional time to cure so long as Respondents are diligently pursuing said cure. If Respondents fails to cure any breach within thirty (30) days of receipt of written notice from the Department, or such longer time as permitted hereby, then the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

H. SIGNATURE PAGE

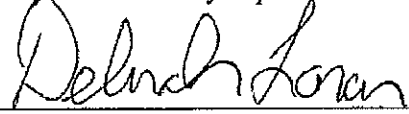
Respondents

Athens-Clarke County Unified Government




By: Blaine Williams Date
Athens – Clarke County Manager

Athens-Clarke County Department of Human and Economic Development



By: Deborah Lonon Date
Director

I. APPROVAL



Carlos Osegueda Date
FHEO Region IV Director

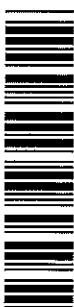


EXHIBIT A

Release of Claims

Pursuant to the acceptance of payment in the total sum of thirty thousand dollars (\$30,000) from the Respondents in HUD Case Numbers 04-12-0936-8/6/9, 04-12-0831-8/6/9, I, the undersigned, agree to forever waive, release, and covenant not to sue Respondents, their employees, assigns, successors, or attorneys with regard to any and all claims, damages and injuries which could have been filed in any fair housing or civil rights action whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 04-12-0936-8/6/9, 04-12-0831-8/6/9, which is set forth in the Statement of Facts at Section A of this VCA.

Wendover Housing Partners, LLC



By: *Bryan Hartnett* for
Johnathan Wolf, Principal

Date

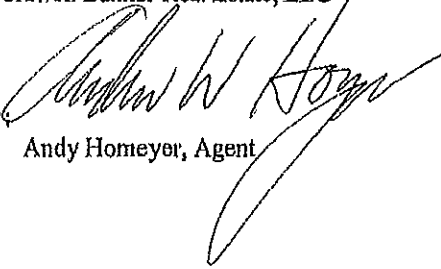
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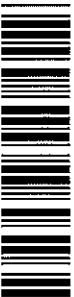
Release of Claims

Pursuant to the acceptance of payment in the total sum of five thousand dollars (\$5,000) from the Respondents in HUD Case Numbers 04-12-0936-8/6/9, 04-12-0831-8/6/9, I, the undersigned, agree to forever waive, release, and covenant not to sue Respondents, their employees, assigns, successors, or attorneys with regard to any and all claims, damages and injuries which could have been filed in any fair housing or civil rights action whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 04-12-0936-8/6/9, 04-12-0831-8/6/9, which is set forth in the Statement of Facts at Section A of this VCA.

Coldwell Banker Real Estate, LLC

By: 
Andy Homeyer, Agent

Date 9/6/18



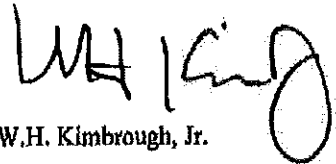
Release of Claims

Pursuant to the acceptance of payment in the total sum of fifteen thousand dollars (\$15,000) from the Respondents in HUD Case Numbers 04-12-0936-8/6/9, 04-12-0831-8/6/9, I, the undersigned, agree to forever waive, release, and covenant not to sue Respondents, their employees, assigns, successors, or attorneys with regard to any and all claims, damages and injuries which could have been filed in any fair housing or civil rights action whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 0412-0936-8/6/9, 04-12-0831-8/6/9, which is set forth in the Statement of Facts at Section A of this VCA.

Westpark Holdings, LLC

By:

W.H. Kimbrough, Jr.



9/6/18

Date

