

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

**VOLUNTARY COMPLIANCE AGREEMENT**

**Between**

**The United States Department of Housing and Urban Development**

**And**

**Hamilton County  
(Recipient)**

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

**FHEO CASE NUMBER: 05-17-8499-6  
FHEO REVIEW NUMBER: 05-17-R006-6**

**A. PARTIES**

**The United States Department of Housing and Urban Development**  
Office of Fair Housing and Equal Opportunity

**Recipient**

Hamilton County  
1 Hamilton County Square, Suite 157  
Noblesville, IN 46060

**B. STATEMENT OF FACTS**

On June 21, 2017, Fair Housing Center of Central Indiana, Inc. (FHCCI) filed a complaint against Hamilton County, Indiana (Recipient) and City of Noblesville, Indiana (City, or Sub-Recipient) with United States Department of Housing and Urban Development (HUD), Office of Fair Housing and Equal Opportunity (FHEO). The complaint alleges that the City of Noblesville violated the Fair Housing Act (the Act) by implementing two municipal zoning ordinances that discriminate on the basis of familial status, race and national origin. Additionally, the complaint was filed under Title VI of the Civil Rights Act on the basis of race and national origin. Although FHCCI initiated the complaint against both the City and County, Hamilton County, as the grantee, has ultimate responsibility for the compliance of its sub-grantees—in this case, specifically, the City of Noblesville. Investigators from the FHEO Chicago Regional Office and Detroit Field Office conducted an investigation by reviewing documents and interviewing witnesses, including employees and officers of multifamily housing developers, community development organizations, and public officials. Under agency protocol, the Title VIII portion of the complaint was referred to the Department of Justice, Civil Rights Division, Housing Enforcement Section.

The Parties hereto have agreed to resolve their differences and settle the underlying action by entering into this Voluntary Compliance Agreement.

**C. TERM OF AGREEMENT**

1. This Agreement shall govern the conduct of the Parties for five (5) years.

**D. EFFECTIVE DATE**

2. The Parties expressly agree that this Agreement does not constitute a binding contract under state or federal law nor a Voluntary Compliance Agreement pursuant to Title VI, unless and until such time as it is approved by HUD, through the FHEO Regional Director, or his designee, and by Hamilton County.

3. This Agreement shall become effective on the latest date on which it is approved by the Regional Director, or his designee, FHEO Chicago Regional Office of the United States Department of Housing and Urban Development, and Hamilton County.

**E. GENERAL PROVISIONS**

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the Title VI complaint investigation, HUD Complaint Number 05-17-8499-6 and HUD Review Number 05-17-R006-6. Recipient affirms that it has read and fully understands the terms set forth herein. Recipient has not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. Recipient acknowledges that it has an affirmative duty not to discriminate, 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 Title VI. Recipient further acknowledges that in the event there was any subsequent retaliation or discrimination it would constitute both a material breach of this Agreement, and a statutory violation of Title VI.
6. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, and Hamilton County, is binding upon Recipient, its executives, employees, officials, commissioners, contractors, attorneys, and all others in active consort with them. This Agreement, after it has been approved by the FHEO Regional Director and Hamilton County, is also binding on HUD.
7. It is understood that this Agreement will be a public document when placed on the agenda of the Board of Commissioners, and/or upon approval of this Agreement by the FHEO Regional Director, or his designee. Once public, a copy of this Agreement may be made available to any person for his/her review, in accordance with law.
8. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Recipient made pursuant to the Act, Title VI, Section 504 of the Rehabilitation Act, or any other complaint within HUD's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his designee.
10. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Recipient hereby forever waives, releases, and covenants not to sue the Department and its employees, officials, contractors, and/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 Complaint Number 05-17-8499-6 and HUD Review Number 05-17-R006-6, which could have been filed in any action or suit arising from said subject matter at the time of the effective date of this Agreement.

**F. AGREEMENTS**

12. Within thirty (30) days from the effective date of this Agreement, Recipient shall send a letter to its sub-recipients receiving CDBG funds, informing these municipal entities of the following:
  - A. This Agreement, and of any requirements that it may impose on the municipal entities;
  - B. The sub-recipients' continued civil rights obligations pursuant to 24 C.F.R. Sec. 570.601; and
  - C. Recipient's continued obligation to monitor and enforce sub-recipient compliance with civil rights requirements, consistent with its sub-recipient agreements and HUD regulations. Such continued monitoring shall include, but is not limited to, sub-recipients' zoning practices and development agreements that may impact those obligations.
  
13. Recipient shall convene a Working Group, headed by the Noblesville Housing Authority (in its capacity as administrator of Recipient's community development funds), comprised of subrecipient officials (or their designees), township trustees (or their designees), HAND, Inc., and other organizations or government officials that may be deemed appropriate. The Working Group shall examine barriers or impediments to the development and preservation of affordable housing within the participating jurisdictions, including the consideration of negative stereotypes, code words, and other potential impediments to fostering an environment supportive of affordable housing. Recipient shall make all reasonable efforts to compel each of its subrecipient jurisdictions to attend and participate in the Working Group. Additionally, the Working Group shall:
  - A. Convene for an initial meeting within ninety (90) days of the effective date of this Agreement, and then periodically on a regular schedule as deemed appropriate by the Group, but at least biannually, throughout the effective term of this Agreement;
  - B. Encourage developers to submit proposed projects, and in turn provide input and recommendations to the developers and make best efforts to work with developers to obtain approval for those projects within the participating jurisdictions; and

- C. Seek to produce recommendations or action items for consideration by officials from participating jurisdictions that will work toward achieving the objectives described in Paragraph 14 of this Agreement.
14. Within six (6) months from the effective date of this Agreement, Recipient shall develop incentives to encourage the development of affordable housing within its planning and zoning jurisdiction. Those incentives may include: property tax reduction for property developed as affordable housing, waiver or development fees, streamlining and shortening the permit process and timelines, rezoning to allow for density on the development site greater than the existing zoning, and matching funds for affordable housing development, subject, however, to adequate available public infrastructure to support the project.
  15. Recipient agrees to continue to take concrete steps to implement themes and action items from the 2013 County Community Profile prepared by the Indiana Community Economic Development.
  16. Recipient shall continue its existing policy of creating temporary rental housing out of properties acquired for future development, including those acquired through its eminent domain power, until such time as the housing units are repurposed and/or demolished.

#### **G. MONITORING**

17. 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 examine and copy pertinent records of Recipient. Recipient agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement. Any disputes relating to compliance with this Agreement must be submitted to the FHEO Regional Director or his designee for resolution.
18. If at any time while this Agreement is in effect, HUD determines that the Recipient has not made reasonable efforts to comply with this Agreement in a timely fashion, HUD may enforce the Agreement and/or initiate proceedings that could result in the denial of federal financial assistance to the Recipient, or any other actions authorized by contractual, statutory, and/or regulatory remedy available to HUD.
19. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision therein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision therein shall not be construed as a waiver of any obligation of the Recipient or City under this Agreement.

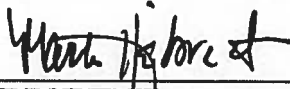
20. Recipient shall provide written reports to HUD of its accomplishments toward implementation of Section F, Paragraphs 12 – 16 of this Agreement on a semi-annual basis, beginning six months after the effective date of this Agreement. If, after its initial report, the Department determines that Recipient is in substantial compliance with the terms of this Agreement, then subsequent reports may be submitted to HUD on an annual basis.

**H. REPORTING AND RECORDKEEPING**

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


U.S. Department of Housing & Urban Development  
Maurice McGough, Director  
Region V, Office of Fair Housing and Equal Opportunity  
77 W. Jackson Blvd. Rm 2101  
Chicago, IL 60604

**I. SIGNATURE PAGE**

  
\_\_\_\_\_  
[RECIPIENT]

10/18/18  
\_\_\_\_\_  
Date

**J. APPROVAL**

  
\_\_\_\_\_  
[FHEO REGIONAL DIRECTOR]

10/15/2018  
\_\_\_\_\_  
Date

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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**VOLUNTARY COMPLIANCE AGREEMENT**

**Between**

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**And**

**The City of Noblesville, IN  
(City, or Sub-Recipient)**

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

**FHEO CASE NUMBER: 05-17-8499-6  
FHEO REVIEW NUMBER: 05-17-R005-6**

**A. PARTIES**

**The United States Department of Housing and Urban Development**  
Office of Fair Housing and Equal Opportunity

**Sub-Recipient**

City of Noblesville  
City Hall  
16 S. 10th Street  
Noblesville, IN 46060

**B. STATEMENT OF FACTS**

On June 21, 2017, Fair Housing Center of Central Indiana, Inc. (FHCCI) filed a complaint against Hamilton County, Indiana (Recipient) and City of Noblesville, Indiana (City, or Sub-Recipient) with United States Department of Housing and Urban Development (HUD), Office of Fair Housing and Equal Opportunity (FHEO). The complaint alleges that the City of Noblesville violated the Fair Housing Act (the Act) by implementing two municipal zoning ordinances that discriminate on the basis of familial status, race and national origin. Additionally, the complaint was filed under Title VI of the Civil Rights Act on the basis of race and national origin. Although FHCCI initiated the complaint against both the City and County, Hamilton County, as the grantee, has ultimate responsibility for the compliance of its sub-grantees—in this case, specifically, the City of Noblesville. Investigators from the FHEO Chicago Regional Office and Detroit Field Office conducted an investigation by reviewing documents and interviewing witnesses, including employees and officers of multifamily housing developers, community development organizations, and public officials. Under agency protocol, the Title VIII portion of the complaint was referred to the Department of Justice, Civil Rights Division, Housing Enforcement Section.

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3. This Agreement shall become effective on the latest date on which it is approved by the Regional Director, or his designee, FHEO Chicago Regional Office of the United States Department of Housing and Urban Development, and the City of Noblesville.

**E. GENERAL PROVISIONS**

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the Title VI complaint investigation, HUD Complaint Number 05-17-8499-6, as well as HUD Review Number: 05-17-R005-6. City affirms that it has read and fully understands the terms set forth herein. City has not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. City acknowledges that it has an affirmative duty not to discriminate, 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 Title VI. City further acknowledges that in the event there was any subsequent retaliation or discrimination it would constitute both a material breach of this Agreement, and a statutory violation of Title VI.
6. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, and the City of Noblesville, is binding upon City, its executives, employees, officials, commissioners, contractors, attorneys, and all others in active consort with them. This Agreement, after it has been approved by the FHEO Regional Director and the City of Noblesville, is also binding on HUD.
7. It is understood that this Agreement will be a public document when placed on the Common Council agenda, and/or upon approval of this Agreement by the FHEO Regional Director, or his designee. Once public, a copy of this Agreement may be made available to any person for his/her review, in accordance with law.
8. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving the City made pursuant to the Act, Title VI, Section 504 of the Rehabilitation Act, or any other complaint within HUD's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his designee.
10. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Sub-Recipient hereby forever waives, releases, and covenants not to sue the Department and its employees, officials, contractors, and/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 Complaint Number 05-17-8499-6 and HUD Review Number 05-17-R005-6 which could have been filed in any action or suit arising from said subject matter at the time of the effective date of this Agreement.

## **F. AGREEMENTS**

12. Within thirty (30) days of the effective date of this Agreement, the City shall repeal or amend the following ordinances to completely eliminate any language that limits or restricts federal, state, or local rental subsidies of any kind, including but not limited to low-income housing tax credits ("LIHTC"), as well as to eliminate any language that limits or restricts the number of bedrooms for multifamily residential units of any kind: (1) the Noble West PD Ordinance, (2) the Promenade PD Ordinance, (3) the Chapel Point PD Ordinance, and (4) the Crossing PD Ordinance.
13. Throughout the effective term of this Agreement, the City shall refrain from enacting any ordinance or development agreement that limits or restricts federal, state, or local rental subsidies of any kind, including but not limited to LIHTC. Additionally, throughout the effective term of this Agreement, the City shall refrain from enacting any ordinance or development agreement that limits or restricts the number of bedrooms for multifamily residential units of any kind. Nothing in this Paragraph shall be construed as placing an affirmative duty upon the City to approve any amendment to the City's existing or future Zoning Ordinances, other than the actions required by Paragraph 12 of this Agreement.
14. The City shall participate in a Working Group convened by Recipient Hamilton County, headed by the Noblesville Housing Authority (in its capacity as administrator of Recipient's community development funds), comprised of subrecipient officials (or their designees), township trustees (or their designees), HAND, Inc., and other organizations or government officials that may be deemed appropriate. The Working Group shall examine barriers or impediments to the development and preservation of affordable housing within the participating jurisdictions, including the consideration of negative stereotypes, code words, and other potential impediments to fostering an environment supportive of affordable housing. Additionally, the Working Group shall:
  - A. Convene for an initial meeting within ninety (90) days of the effective date of this Agreement, and then periodically on a regular schedule as deemed appropriate by the Group, but at least biannually, throughout the effective term of this Agreement;
  - B. Encourage developers to submit proposed projects, and in turn provide input and recommendations to the developers and make best efforts to work with developers to obtain approval for those projects within the participating jurisdictions; and
  - C. Seek to produce recommendations or action items for consideration by officials from participating jurisdictions that will work toward achieving the objectives described in Paragraph 15 of this Agreement.

15. Within six (6) months from the effective date of this Agreement, City shall develop incentives to encourage the development of affordable housing within its jurisdiction. Those incentives may include: property tax reduction for property developed as affordable housing, waiver or development fees, streamlining and shortening the permit process and timelines, rezoning to allow for density on the development site greater than the existing zoning, and matching funds for affordable housing development.
16. The City agrees to continue to take concrete steps to implement the Noblesville Strategic Housing Framework set forth in the October 31, 2016 Noblesville Residential Market Analysis prepared by Greenstreet Ltd.
17. Within thirty (30) days of the effective date of this Agreement, the City shall pay twenty-thousand dollars (\$20,000.00) to FHCCI and its attorneys in full settlement of expenses, fees, and damages. The payment shall be made payable to "Attorney-Client Trust Account of Brancart & Brancart" and to mailed via overnight or two-day express delivery to the following address:

Christopher Brancart  
Brancart & Brancart  
P.O. Box 686  
Pescadero, CA 94060

#### **G. MONITORING**

18. 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 examine and copy pertinent records of the City. Sub-Recipient agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement. Any disputes relating to compliance with this Agreement must be submitted to the FHEO Regional Director or his designee for resolution
19. If at any time while this Agreement is in effect, HUD determines that the City has not made reasonable efforts to comply with this Agreement in a timely fashion, HUD may enforce the Agreement and/or initiate proceedings that could result in the denial of federal financial assistance to the Sub-Recipient, or any other actions authorized by contractual, statutory, and/or regulatory remedy available to HUD.
20. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision therein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision therein shall not be construed as a waiver of any obligation of the Recipient or City under this Agreement.

21. City shall provide written documentation to HUD of its accomplishments toward implementation of Section F, Paragraphs 12 – 17 of this Agreement on a semi-annual basis, beginning six months after the effective date of this Agreement. If, after its initial report, the Department determines that Sub-Recipient is in substantial compliance with the terms of this Agreement, then subsequent reports may be submitted to HUD on an annual basis.

**H. REPORTING AND RECORDKEEPING**

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

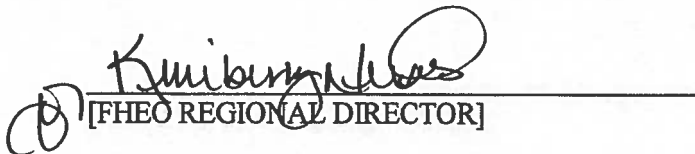
U.S. Department of Housing & Urban Development  
Maurice McGough, Director  
Region V, Office of Fair Housing and Equal Opportunity  
77 W. Jackson Blvd. Rm 2101  
Chicago, IL 60604

**I. SIGNATURE PAGE**

  
\_\_\_\_\_  
[CITY OF NOBLESVILLE, IN]

10-09-2018  
Date

**J. APPROVAL**

  
\_\_\_\_\_  
[FHEO REGIONAL DIRECTOR]

10/15/2018  
Date