

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.) Civil Action No. 1:08-cv-00242-KD-C
)
 CITY OF SATSUMA, ALABAMA, and the)
 SATSUMA BOARD OF ADJUSTMENT,)
)
 Defendants.)
 _____)

CONSENT DECREE

The United States initiated this action to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“the Fair Housing Act”), 42 U.S.C. §§ 3601-3619. In its Complaint, the United States alleges that the City of Satsuma, Alabama, and the Satsuma Board of Adjustment (“the Defendants”) violated 42 U.S.C. § 3604(f)(3)(B), 42 U.S.C. § 3614(a), and 42 U.S.C. § 3614(b)(1). Specifically, the United States contends that the Defendants violated the Fair Housing Act by failing or refusing to make a reasonable accommodation in rules, policies, practices, or services, which may have been necessary to afford the residents of a group home, located at 250 Tajuacha Drive North, Satsuma, Alabama a/k/a Tajuacha Drive North a/k/a TaJuacha Drive North (the “residence”), an equal opportunity to use and enjoy a dwelling in violation of 42 U.S.C. § 3604(f)(3)(B). The residence, which was owned by JPW Properties, Inc., a/k/a J.P.W. Properties, Inc., an Alabama corporation organized in 2002 with Pamela Williams as the sole principal, provided housing for three women with mental retardation (the “residents”). Ms. Williams provided services to the residents through her corporation, Tajuacha, Inc. The United States further alleges that the

Defendants' conduct as described above constitutes a denial of rights to a group of persons that raises an issue of general public importance in violation of the Fair Housing Act, 42 U.S.C. §§ 3614(a), or a discriminatory housing practice under 42 U.S.C. § 3614(b)(1). The United States alleges that such denial constituted discrimination on the basis of disability in violation of the Act.

On May 18, 2004, the group home residents filed timely complaints with the United States Department of Housing and Urban Development ("HUD") pursuant to 42 U.S.C. § 3610(a) against the City, alleging discrimination in housing on the basis of disability. On June 15, 2004, Ms. Williams filed a HUD complaint alleging discrimination in housing on the basis of race.

Pursuant to the requirements of 42 U.S.C. § 3610(a) and (b), the Secretary of HUD determined that the complaints involve the legality of state or local zoning or other land use laws or ordinances. Accordingly, pursuant to 42 U.S.C. § 3610(g), on or about September 30, 2004, the Secretary referred these matters to the Attorney General for appropriate action under 42 U.S.C. § 3614(b)(1).

This Consent Decree (the "Decree") is intended to effect a comprehensive settlement of the United States' claims. To avoid costly and protracted litigation, the United States and the Defendants have jointly entered into and agreed to the entry of this Decree to resolve the claims presented.

Accordingly, it is hereby ORDERED, ADJUDGED, and DECREED:

I. JURISDICTION

1. The Court has personal jurisdiction over the Defendants for purposes of this civil action, and subject matter jurisdiction over the claims in this civil action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 3614(b).

II. DEFINITIONS

2. The following terms when used in this Decree, shall have the following meaning:

- A. The term “Defendants” includes the City of Satsuma, the Satsuma Board of Adjustment, their employees, elected or appointed officials, officers, agents, and persons or entities acting in concert or participation with them;
- B. “Disability” is the equivalent of the term “handicap” as used in the Fair Housing Act. See 42 U.S.C. § 3602(h);
- C. “Group home” refers to a dwelling for a person or persons with disabilities as defined by the Fair Housing Act, including but not limited to a “Community Residential Facility” as set forth in the Alabama Department of Mental Health Administrative Code, Chapter 580-3-23-06(2)(a), as authorized by the Code of Alabama § 22-50-1, or in a subsequently amended or adopted law or regulation;
- D. “Reasonable Accommodation” refers to reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use

and enjoy a dwelling, within the meaning of 42 U.S.C. § 3604(f);

- E. “Family” refers to one or more persons occupying a single dwelling unit and using common cooking facilities, provided that unless all members are related by blood, adoption or marriage, no such family shall contain over five persons, but further provided that domestic servants employed on the premises may be housed on the premises without being counted as a family or families. See Satsuma Zoning Ordinance as amended through September 21, 2004 (“SZO”), Article VIII, Section 8.2; and
- F. The “effective date of the Decree” refers to the date the Court enters this Consent Decree.

III. GENERAL INJUNCTIONS AND NONDISCRIMINATION PROVISIONS

3. The Defendants shall not:

- A. deny, or otherwise make unavailable, a dwelling to a buyer or renter because of a disability of that buyer or renter, of any person residing in or intending to reside in such dwelling, or of any person associated with such buyer or renter;
- B. discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of that person, of any person residing in or intending to reside in such dwelling, or of any person associated with that person;

- C. refuse to make reasonable accommodations in their rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person an equal opportunity to use and enjoy a dwelling; or
- D. coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right protected by the Fair Housing Act.

4. The preceding injunctions shall specifically, but not exclusively, cover:

- A. administering, enforcing, or amending zoning ordinances of the City of Satsuma, including, but not limited to, receiving, evaluating, or deciding upon applications for building permits, special exceptions, variances, or uses not provided for; and
- B. conducting hearings, inspecting premises, issuing certificates of zoning compliance or certificates of occupancy, or in reviewing any decision made by any zoning, land-use, or building official.

IV. MODIFICATION OF SATSUMA ZONING CODE AND BUSINESS LICENSE LAW

5. On June 15, 2010, the City adopted Ordinance 463, comprised of amendments to the SZO, as set forth in Attachment A, including an amendment stating that persons with disabilities, including residents of group homes, will not be excluded from the definition of "family" as set

out in paragraph 2(E), above, if the persons occupying the dwelling unit otherwise meet that definition, regardless of whether the group home is established or maintained as a for-profit or not-for-profit entity. The amendments set forth in Attachment A shall be effective immediately upon entry of this Decree. The Defendants shall not modify the definition of "family" in a manner that has the effect of limiting the number of persons who constitute a family compared with the definition listed in paragraph 2(E), above, as amended by this Consent Decree. In addition, the Defendants shall not otherwise modify the SZO or any other ordinance in a manner such that the modification narrows, reduces or limits the rights of persons with disabilities to reside in a residence of their choosing within areas that individuals without disabilities are allowed to reside within the City.

6. On July 6, 2010, the City adopted Ordinance 474, consisting of amendments to Satsuma Ordinance 417, the Satsuma Business License Law,¹ as set forth in Attachment B, including an amendment stating that an applicant seeking a Satsuma business license to establish or maintain a group home or other housing for the disabled shall not be denied such license on the ground that the housing is located in any residential zoning use district under the SZO if (1) the household meets the SZO definition of a "family" (as amended by Attachment A), or (2) the applicant has obtained a reasonable accommodation from the City (see Section V, below) authorizing the housing in a residential zoning use district. The amendments set forth in Attachment B shall be effective immediately upon entry of this Decree.

¹ The amended business license ordinance erroneously states that it amends Ordinance 288; however the ordinance amends the current business license law, Ordinance 417.

7. At least thirty (30) days prior to adopting any amendments or modifications to the SZO or the Satsuma Business License Law or other City rules, laws, or ordinances, that affect the definitions, terms, or provisions of the Decree, the Defendants shall provide the United States copies of the proposed amendments or modifications.

8. Within ten (10) days of adopting any amendments or modifications described in paragraph seven (7) of the Decree, the Defendants shall send copies of the enacted amendments or modifications to the United States.

**V. ESTABLISHMENT AND IMPLEMENTATION OF REASONABLE
ACCOMMODATION POLICY**

9. On June 15, 2010, the Defendants adopted an ordinance providing for Reasonable Accommodation relating to the SZO. The Reasonable Accommodation provisions are included in Ordinance 463, attachment B. Within sixty (60) days after the date of entry of this Decree, the Defendants shall implement specific written rules for receiving and handling requests made by people with disabilities for reasonable accommodations (“Reasonable Accommodation Policy for Persons with Disabilities”). The rules shall comply with the requirements of 42 U.S.C. §§ 3601 *et seq.*, and shall include the following provisions:

- A. A description of where and how the Defendants will accept and process requests for accommodations in its rules, policies, practices, or in the provision of its services;
- B. The Defendants shall maintain records of all oral and written requests for

reasonable accommodation and the Defendants' responses thereto;

- C. The Defendants shall acknowledge all requests for reasonable accommodation, in writing, within fourteen (14) days of the Defendants' receipt of an oral or written request;
- D. The Defendants shall provide written notification to those requesting a reasonable accommodation of the decision regarding their request for accommodation within twenty (20) days of the receipt of the request; if any Defendant denies a request, it shall include an explanation of the basis for such denial in this written notification;
- E. The Defendants shall retain the final written decisions regarding reasonable accommodation requests in their files; and
- F. The Defendants shall not impose any additional fees, costs, or otherwise retaliate against any person who has exercised his or her right under the Fair Housing Act to make one or more reasonable accommodation requests.

10. Within thirty (30) days of the entry of this Decree and throughout the term of this Decree, the Defendants shall post and publicly display the Reasonable Accommodation Policy on the City's website, and at the offices of the Defendants in which announcements or vacancies are posted.

11. The Defendants shall keep written records of each request for reasonable accommodation they receive during the duration of this Consent Decree. These records shall include: (A) the name, address, and telephone number of the person making the request; (B) the date on which the request was received; (C) the nature of the request; (D) whether the request was granted or denied; and (E) if the request was denied, the reason(s) for the denial.

12. Nothing in this Decree shall be interpreted to require persons with disabilities – or providers of housing for persons with disabilities – acting or operating in accordance with applicable zoning, licensing, and/or land use laws and practices, to seek permission from the Defendants to begin or continue such action or operation.

VI. FAIR HOUSING TRAINING

13. The Defendants shall, no later than forty-five (45) days from the effective date of the Decree, provide training in the requirements of the Decree and the Fair Housing Act to the members and professional staff of the Board of Adjustment, the professional staff of the City of Satsuma's Building Department, and the Mayor and the members of the City Council and their respective staff who have direct or supervisory authority in connection with building, zoning, and land use.

- A. The training shall be conducted by a qualified third party, subject to the approval of the United States. The trainer shall be unconnected to the Defendants or their employees, officials, agents, or counsel, and any expenses associated with this training shall be borne by the Defendants.
- B. As part of the training, each person trained shall be given a copy of the Decree

and the Act.

- C. The Defendants shall, no later than thirty (30) days after training, provide to the United States certifications executed by each person trained confirming his or her attendance and date of training. The certifications shall be in the form of Attachment C hereto.
- D. For each person commencing, during the term of the Decree, employment or service in any of the positions listed in this part, the Defendants shall, no later than thirty (30) days after such commencement or service, give each such person a copy of the Decree and the Fair Housing Act and shall require each such person to sign a certification acknowledging that he or she has received and read the Decree and the Act. This certification shall be in the form of Attachment D.

VII. REPORTING AND RECORD KEEPING²

14. No later than ten (10) days after the effective date of this Decree, the Defendants shall designate an employee or official of the City of Satsuma to receive complaints of alleged housing discrimination against any Defendant and coordinate compliance with this Decree. The designated person shall maintain copies of the Decree, the HUD complaint form, and the pamphlet entitled "Are You a Victim of Housing Discrimination?" (HUD official forms 903 and 903.1, respectively) and make these materials freely available to anyone upon request and

² The Defendants shall send all documents, notices, and other communications required by the Decree to be sent to the United States to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., G Street, Washington, D.C. 20530, Attn: DJ #175-3-99. The Defendants shall send all documents, notices, and communications required by or relating to this Decree by regular United States mail and by facsimile to (202) 514-1116.

without charge, including all persons making housing discrimination complaints to any Defendant. The Defendants shall notify the United States in writing of the name, address, and title of the designated person no later than thirty (30) days after the effective date of the Decree.

15. The Defendants shall prepare bi-annual reports that detail the actions they have taken to fulfill their obligations under the Decree. The Defendants shall submit their first Compliance Report to the United States no later than six months after the effective date of the Decree, and subsequent reports every six months thereafter, for the duration of the Decree, except that the final report shall be delivered to the United States no fewer than sixty (60) days prior to the date upon which the Decree is scheduled to expire.

16. The Defendants shall include the following information in the Compliance Reports:

- A. the name, address, and title of the employee or official serving as the designated person referred to in paragraph fourteen (14);
- B. copies of the training certification and acknowledgment forms signed since the last report;
- C. any written complaint received since the last report alleging discrimination by any Defendant with respect to any matter subject to the injunctions in part III, above, including a description of any action taken in response to the complaint and copies of all pertinent documents, such as a copy of the complaint, any documents filed with the complaint, and any written response to the complaint made by any Defendant;
- D. the identity of each zoning, land-use, or building application or request for reasonable accommodation related to housing for disabled persons

(including those for building permits, special exceptions, variances, or other uses not provided for) for which any Defendant has made a determination, indicating: (1) the date of the application; (2) the applicant's name; (3) the applicant's current residential street address; (4) the street address of the proposed housing; (5) the disposition of the application, including any appeals, indicating reasons for that outcome; and (6) if a vote was taken, how each participant voted and the date of the vote; and

E. all documents presented in support of oral testimony offered by any member of the public at any hearing held with respect to each such application or request that is denied by any Defendant.

17. For the duration of this Decree, the Defendants shall maintain all records relating to implementation of and compliance with all provisions of the Decree, including, but not limited to, all records related to zoning, land-use, or building applications or requests for reasonable accommodation related to housing for disabled persons. The United States shall have the opportunity to inspect and copy any records maintained as required by the Decree after giving reasonable notice to the Defendants.

VIII. MONETARY RELIEF

18. The Defendants shall pay the sum of \$59,000, within ten (10) days of the effective date of this Decree by sending four checks to the United States payable to following persons in the specified amounts:

- (A) \$29,000 to JPW Properties, Inc.;
- (B) \$10,000 to the Alabama Family Trust for the benefit of resident E.B.;
- (C) \$10,000 to the Alabama Family Trust for the benefit of resident W.M.F.; and
- (D) \$10,000 to the Alabama Family Trust for the benefit of resident R.H.³

To receive these payments, each payee or her legal guardian must execute a release-of-claims form, in the form of Attachment E, signifying that the payment constitutes full settlement of any claims the payee may have relating to the subject matter of the consolidated actions. The United States shall obtain the signed release forms and provide them to counsel for the Defendants upon receipt of the checks.

IX. CIVIL PENALTY

19. The Defendants shall pay \$5,500 to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). Such payment shall be made as follows: \$4,500 shall be paid no later than thirty (30) days after the effective date of the Decree; and \$1,000 shall be paid by no later than October 1, 2010. The payments required by this provision shall be submitted to the United States by check in said amounts made payable to the United States Treasury.

³ The residents E.B., W.M.F., and R.H., are identified herein by initials as required by the Privacy Act Protective Order and Confidentiality Agreement previously entered by this Court.

X. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

20. The Decree shall remain in effect for a period of four (4) years after its effective date. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree, after which time the case shall be dismissed with prejudice. Prior to the expiration of the Decree's term, the United States may move the Court to extend the duration of the Decree in the interests of justice, or for other good cause, including on the basis that a Defendant has failed to comply with a provision of the Decree.

21. The parties agree to work cooperatively with one another in good faith to resolve informally any differences regarding interpretation of, and compliance with, the Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by any Defendant to perform in a timely manner any act required by this Decree or otherwise to act in violation of any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees that may have been occasioned by the violation or failure to perform.


22. The parties shall have the right to seek from the court modifications of the Decree, provided that any request for a modification has been preceded by good faith negotiations between the parties. The parties may agree in writing to modify the deadlines established by this Decree without Court approval.

XI. COSTS OF LITIGATION

23. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

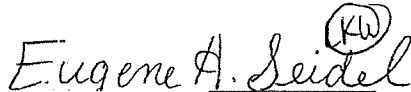
It is hereby ORDERED, ADJUDGED, and DECREED this ^{JK} 15 day of

September, 2010.


The Honorable Kristi K. DuBose
United States District Judge

FOR THE UNITED STATES:

KENYEN R. BROWN
United States Attorney



By: EUGENE A. SEIDEL
First Assistant United States Attorney
Chief of the Civil Division
63 S. Royal Street, Suite 600
Mobile, AL 36602
Phone: (251) 441-5845
Fax: (251) 441-5051
E-mail: eugene.seidel@usdoj.gov

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division



STEVEN H. ROSENBAUM
Chief
MICHAEL S. MAURER
Deputy Chief
LORI K. WAGNER
HOLLY C. LINCOLN
Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Avenue, NW
G Street
Washington, D.C. 20530
Phone: (202) 305-3107
Fax: (202) 514-1116
E-mail: lori.wagner@usdoj.gov

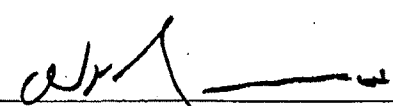
FOR THE DEFENDANTS:

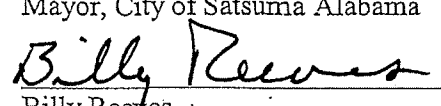


ANDREW J. RUTENS
Attorney
Galloway, Wettermark, Everest, Rutens
& Gaillard, L.L.P.
3263 Cottage Hill Road
P.O. Box 16629
Mobile, Alabama 36616-0629
Phone: (251) 476-4493
Fax: (251) 479-5566
E-mail: arutens@gallowayllp.com



Joseph J. Minus, Jr.
Satsuma City Attorney
Phelps Dunbar LLP
2 N. Royal Street
Mobile, AL 36652
Phone: (251) 432-4481
Fax: (251) 433-1820
E-mail: jay.minus@lpclaw.com



William F. Stewart, III
Mayor, City of Satsuma Alabama


Billy Reeves
Chairman, Satsuma Board of Adjustment

Attachment A

ORDINANCE 463
AN ORDINANCE TO AMEND ZONING ORDINANCE 303 AS FOLLOWS:

Article I

Addition:

Section 1.4 CONSTRUCTION, APPLICATION AND ENFORCEMENT CONSISTENT WITH FEDERAL LAW

The provisions of this Ordinance shall in every instance be construed, applied and enforced in a manner consistent with applicable federal law, including but not limited to Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act), 42 U.S.C. §§ 3601-3619; and Title II of the Americans with Disabilities Act (the ADA), 42 U.S.C. §§ 12131-12134.

Notwithstanding any other provision of this Ordinance to the contrary, the Building Inspector, Planning Board Members, and other City officials with zoning-related responsibilities shall make reasonable accommodations in the rules, policies, and practices of their offices so that handicapped or disabled persons or a provider of housing for a handicapped or disabled persons are not discriminated against and are afforded an equal opportunity to use and enjoy dwellings.

Article VII

Addition:

7.3(d)(5) REASONABLE ACCOMMODATION:

In order to make specific housing available to one or more individuals with disabilities, a disabled person or a person or provider acting on behalf of an individual with a disability (collectively "Applicant") may request a reasonable accommodation relating to the zoning ordinance. Whenever an Applicant has a disability or acts on behalf of an individual with a disability which entitles such Applicant to protection under the ADA or the Fair Housing Act, and the use and enjoyment of the structure requires deviation from this ordinance as a "reasonable accommodation", as defined by appropriate federal statutory authority or relevant case law in effect at the time, the Applicant shall address a request for a reasonable accommodation to the Building Inspector. The Applicant may make this request orally in person, or in writing. If requested by the Applicant, the Building Inspector shall, in a timely manner, assist in obtaining information required by the city and in filling out

the application. The application shall be made by filling out a form, which the Building Inspector shall provide. The form shall contain:

- A. the current zoning for the property;
- B. the name of the owner of the fee interest of the property (if other than the Applicant);
- C. the nature of the disability that requires the reasonable accommodation. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing. The provider shall

notify the Building Inspector, in the event the residents at the location are not within the range described. The Building Inspector shall then determine if an amended application and subsequent hearing is appropriate;

D. the specific type of accommodation requested by the Applicant. To the extent practicable, this portion should include information concerning the impact of the reasonable accommodation on the adjoining properties and area, the number of people who are expected to be availing themselves of the reasonable accommodation, the estimated number of people in an average week who will be necessary to provide services to the person(s) with disabilities at the property on an on-going basis, whether or not this type of reasonable accommodation is required to obtain a license from any state or county authority to operate, and any other information the Applicant thinks would assist in determining the reasonableness of the accommodation;

E. the Applicant should also note, if known, whether this accommodation requires any additional licensure from the city (E.g., business license);

F. whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling; and

G. a notice to Applicants providing that, should the information provided by the Applicant include medical information or records of the proposed resident(s), including records indicating the identity, medical condition, diagnosis or medical history of the proposed resident(s), the Applicant may, at the time of submitting such medical information, request the City, to the extent allowed by law, treat such medical information as confidential information of the Applicant and/or proposed resident(s).

Within twenty (20) days of completion of the application, the Building Inspector shall make a written recommendation to the Board of Adjustment ("Board") specifying the reasons why the request should be approved, modified or denied. Upon receipt of the Building Inspector's recommendation, the Board shall conduct a hearing on the request. Said hearing shall comply with Section 7.4. In deciding whether to approve, modify or deny an application, the Board should take into account whether the requested accommodation would require a fundamental alteration to the city's zoning scheme, and whether the requested accommodation would impose undue financial or administrative burdens on the city. To protect the confidentiality of any medical information provided by the Applicant, or contained in the application, the Board shall, to the extent allowed by law, enter in to executive session to review and discuss said medical information. The non-confidential portion of the hearing shall be conducted in public. The Board shall issue a written decision specifying its grounds for granting, denying, or modifying the application. In the event that the Building Inspector or the Board does not issue a decision as required by the time frames specific herein and in other pertinent sections of the Ordinance, the application shall be deemed granted.

Upon approval of the application, whether modified or not, the Applicant shall be entitled to undertake said reasonable accommodation, and shall be entitled to any attendant licensure by the city that is outlined in the application as approved by the Board. If a business license is required as part of the reasonable accommodation, the business license official shall issue said license upon approval of the accommodation.

The accommodation shall be in force and effect as long as the Applicant owns and/or resides in said structure. Said reasonable accommodation shall be limited to the number of people availing themselves of the reasonable accommodation as approved by the Board. Further, should the number of people necessary to provide the reasonable accommodation at the property in an average week on an on-going basis materially increase from the number of people indicated in the application approved by the Board, a new application for an accommodation will need to be made to the Building Inspector. If the structure is sold, or otherwise changes ownership, the reasonable accommodation is not transferable to the new owner. It is the duty of the owner to notify the Building Inspector of this event. The city shall allow the new owner an opportunity to renew and/or modify the reasonable accommodation in accordance with this section. In the event that the reasonable accommodation is not renewed or modified within sixty (60) days from the date of change in ownership, the reasonable accommodation will lapse and the structure will have to comply with all requirements of this ordinance.

Nothing in this section will require the city to expend any funds to achieve a reasonable accommodation except and to the extent required by federal law.

Section 7.4

PROCEDURE FOR REQUESTING A HEARING: Request for a hearing before the Board of Adjustment for an administrative review, special exception, variance, or reasonable accommodation shall observe the following procedures:

Article VIII

Section 8.2

Edit definition of Convalescent, or Nursing, Home:

A building, or portion thereof, wherein for compensation, living accommodations and care are provided for persons suffering from illness, which is not of sufficient severity to require hospitalization, or for persons requiring further institutional care after being discharged from a hospital; includes Extended Care Facilities.

Addition to Definition of Family

Persons with disabilities, including residents of group homes, will not be excluded from the definition of "family" if the persons occupying the dwelling unit otherwise meet this definition, regardless of whether the group home is established or maintained as a for-profit or not-for-profit entity.

Add Definition of Group Home

Group Home. A dwelling for a person or persons with disabilities as defined by the Fair Housing Act, including but not limited to a "Community Residential Facility" as set forth in the Alabama Department of Mental Health Administrative Code, Chapter 580-3-23 - 06(2)(a), as authorized by the Code of Alabama § 22-50-1, or in a subsequently amended or adopted law or regulation.

ADOPTED THIS 15TH DAY OF JUNE, 2010.

Ordinance to be effective upon publication and approval of consent decree by the court in the matter of U.S. v Satsuma CV 08-0242-KD-C.


Mayor Pro Tem Tom Williams

ATTEST:


Vicki L. Miller, City Clerk

Attachment B

ORDINANCE NO. 474

An Ordinance to amend Ordinance #288 regulating the Business licenses within the City of Satsuma:

BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF SATSUMA, ALABAMA (the "City"), as follows:

SECTION 18. Procedure for approval or denial of new applications is hereby amended to read as follows:


- (a) The municipal designee shall have the authority to investigate all applications and may refer any application to the municipal governing body for determination of whether such license should or should not be issued. An applicant seeking a Satsuma business license to establish or maintain a group home or other housing for the disabled shall not be denied such license on the ground that the housing is located in any residential zoning use district under the Satsuma Zoning Ordinance ("SZO") if the household meets the definition of "family" specified in SZO Section 8.2. If an applicant has obtained approval of a reasonable accommodation pursuant to Section 7.3(d)(5) of the SZO, and the reasonable accommodation requires the issuance of a business license, the municipal designee shall issue the business license. Notwithstanding, the applicant must comply with all other requirements of this ordinance.

SECTION 22. License classifications is hereby amended to add the following NAICS code.

<u>CODE</u>	<u>BUSINESS LICENSE CODES</u>	<u>SCHEDULE</u>
623210	Group Home. A dwelling for a person or persons with disabilities as defined by the Fair Housing Act, including but not limited to a "Community Residential Facility" as set forth in the Alabama Department of Mental Health Administrative Code, Chapter 580-3-23 -06(2)(a), as authorized by the Code of Alabama § 22-50-1, or in a subsequently amended or adopted law or regulation;	C

This ordinance shall be in full force and effect upon its adoption and publication as provided by law.

ADOPTED THIS THE 6TH DAY OF JULY, 2010.



 William F. Stewart, III, Mayor

ATTEST: 

 Vicki Miller, City Clerk

Attachment C

CERTIFICATION OF ATTENDANCE AT FAIR HOUSING TRAINING

On _____, I attended training on the Consent Decree entered by the federal district court in *United States v. City of Satsuma, et al.*, Civil No. 1:08-cv-00242-KD-C (S.D. Ala.) on _____, 2010), and the federal Fair Housing Act. I have had all of my questions concerning the Consent Decree and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Print job title)

(Date)

Attachment D

**ACKNOWLEDGMENT OF RECEIPT OF COPIES OF CONSENT DECREE AND
FAIR HOUSING ACT**

On _____, I received copies of and have read the Consent Decree entered by the federal district court in *United States v. City of Satsuma, et al.*, Civil No. (S.D. Ala.) on _____, 2010), and the federal Fair Housing Act. I have had all of my questions concerning the Consent Decree and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Print job title)

(Date)

Attachment E

GENERAL RELEASE IN FULL AND FINAL SETTLEMENT OF CLAIMS

Relating to the Consent Decree

United States v. City of Satsuma, et al., Civil Action No. 1:08-cv-00242-KD-C (S.D. Ala.)
filed _____, 2010

In consideration of the parties' agreement to the terms of the Consent Decree entered by the Court in United States v. City of Satsuma, et al., Civil Action No. 1:08-cv-00242-KD-C (S.D. Ala.), and the Defendants' payment of the sum of _____ (\$ _____), I, _____, my heirs and assigns, hereby release the Defendants in this action, the City of Satsuma and the Satsuma Board of Adjustment, and their successors, insurers, agents and assigns, from any and all liability for any existing pending or potential claims or causes of action, legal or equitable, I may have against them arising out of the allegations raised in this action or any related action or complaint pending before HUD involving these Defendants. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

In witness whereof, with the intent to be legally bound hereby, we have hereunto set our hands and seals this _____ day of _____, 2010.

Name

Address