

**PARTIES TO THE SETTLEMENT AGREEMENT**

CP# 06-18-72070  
HUD# 07-18-9330-8

**RESPONDENTS**

MUNICIPAL HOUSING AGENCY OF CENTERVILLE IOWA (MHAC)  
f/k/a LOW RENT HOUSING AGENCY OF CENTERVILLE

317 East Oak Street - Office  
Centerville, Iowa 52544

KECIA MCFARLAND  
317 East Oak Street - Office  
Centerville, Iowa 52544

**COMPLAINANT**

KELLY ANDERSON  
317 East Oak Street Apartment 323  
Centerville, Iowa 52544

and

IOWA CIVIL RIGHTS COMMISSION  
400 East 14th Street  
Des Moines, Iowa 50319

**Description of the Parties:** Complainant alleges discrimination in the area of housing on the basis of disability. Complainant alleges Respondents denied her reasonable modification requests and this resulted in different terms, conditions or privileges of rental based on disability. Respondents deny discriminating against Complainant, but agree to settle this complaint by entering into this Predetermination Settlement Agreement. The subject property is a 50-unit apartment complex, located at 317 East Oak Street, Centerville, Iowa 52554.

**Terms of Settlement:** A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

## **Acknowledgment of Fair Housing Laws**

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability.  
42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another 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 the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
4. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to permit reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. 42 U.S.C. § 3604(f)(3)(A); Iowa Code § 216.8A(3)(c)(1).

## **Voluntary and Full Settlement**

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect

documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

### **Disclosure**

9. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

### **Release**

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

### **Fair Housing Training**

11. Respondent Kecia McFarland and any other employees or agents who are involved in the management or operation of MHAC, will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will include an overview of fair housing laws, but will emphasize the law regarding how to handle requests for reasonable modifications from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within fourteen (14) days of completing the training.

### **New Policy and Practice**

12. For all residential rental properties managed, now and in the future, Respondents agree, within sixty (60) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling requests made by people with disabilities for reasonable modifications. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. § 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants, who request a modification, that they may request a structural change to Respondents' premises.

Respondents shall provide the following forms if applicants or tenants inquire about reasonable modifications:

- Request for Reasonable Modification
- Approval or Denial of Reasonable Modification Request

Oral requests for reasonable modifications shall be recorded by Respondents' employees or agents using an "Oral Request" form.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable modifications, Respondents shall provide written notice of those standards and procedures to each current and future resident who has requested a modification

### **Relief for Complainant**

13. Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to approve, schedule, and pay for the following modifications to Complainant's apartment and the subject property:
- 16" commercial grab bar in bathroom
  - 24" commercial grab bar in bathroom
  - Commercial grab bar fasteners in bathroom
  - Gerber ADA toilet

Respondents agree to pay for all materials and labor charges associated with the foregoing modifications. Respondents agree the modifications will be completed by each contractor at the first available date on their schedule. If the contractors cannot complete the foregoing modifications within thirty (30) days of the execution of this Settlement Agreement, Respondents will provide Complainant and the Commission with both verbal and written updates as to when each modification is scheduled for completion and the reason for the delay. Respondents shall forward to the Commission objective evidence of the successful completion and installation of each modification within ten (10) days of each final installation.

Respondents further agree and represent modifications have been made to the building's front door, including installation of a "key fob" system, which will supplement the building's existing accessible doors and accessible button, for greater accessibility of the building. Completion of this modification is subject to the construction schedule of the contractor hired to perform said modification and approval by required inspections. Respondents shall not be required to make additional modifications to the building's front door, but shall forward to the Commission objective evidence of the successful completion and installation of this modification within ten (10) days of final installation and implementation of the "key fob" system.

14. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$800.00 without any deductions. Respondents agree the Settlement Check will be made out to Kelly Anderson and sent to her at her address listed on page one of this Settlement Agreement via certified mail.

Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission.

15. Complainant agrees to follow all of Respondents' rules, regulations and the terms of her lease agreement. Respondents agree all rules, regulations, covenants and lease agreements will be enforced fairly and without discrimination, harassment or retaliation.

### **Reporting and Record-Keeping**

16. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.
17. Within sixty (60) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission detailing Respondents' reasonable modification procedures with a copy of their reasonable modification policy and applicable request forms, as objective evidence that Respondents have adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable modifications, as evidence of compliance with Term 12 of this Agreement.
18. Respondents shall forward to the Commission objective evidence of the successful completion and installation of each modifications within ten (10) days of their completion, as evidence of compliance with Term 13 of this Agreement.
19. Within seven days of receiving a Closing Letter from the Commission, Respondents agree to send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 15 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Sylvia Owens  
Iowa Civil Rights Commission  
Grimes State Office Building  
400 East 14th Street,  
Des Moines, Iowa 50319  
[sylvia.owens@iowa.gov](mailto:sylvia.owens@iowa.gov) Telephone: 515-281-6434

Signatures on the Following Page (Page 6)

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Municipal Housing Agency of Centerville, Iowa, RESPONDENT

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Date

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Kecia McFarland, RESPONDENT

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Date

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Kelly Anderson, COMPLAINANT

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Date

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Kristin H. Johnson, DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date