

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-18-72718
HUD# 07-19-0555-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

ELMER TROXELL
Doug's Trailer Court
500 South Main Street Trailer 2
Toledo, Iowa 52342

SANDRA TROXELL
Doug's Trailer Court
500 South Main Street Trailer 2
Toledo, Iowa 52342

MARY ANN DOUGLAS
Doug's Trailer Court
500 South Main Street Trailer 2
Toledo, Iowa 52342

COMPLAINANT

DAWN MARLAND

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 race (Native American). Complainant alleges Respondents subjected her to different terms and conditions of rental and subsequently terminated her tenancy based on race. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a 20-lot mobile home park, known as Doug's Trailer Court, located at 503 South Main Street, Toledo, Iowa 52342.

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).

Voluntary and Full Settlement

3. 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.
4. 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.
5. 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.
6. 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

7. 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

8. 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

9. Elmer Troxell and Sandra Troxell 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 laws prohibiting discriminatory terms and conditions of rental and termination of tenancy based on race. 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 ten (10) days of completing the training. Upon receipt, the Commission will send Complainant documentation verifying Respondents have completed the required fair housing training.

Relief for Complainant

10. Respondents agree to pay any monies owed for past lot rent, late fees, and court costs owed by Complainant for lot 23 rent and the mobile home. Respondents also agree they will be financially responsible for any demolition or moving costs associated with the mobile home.

Reporting and Record-Keeping

11. 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.

Signatures on the Following Page (Page 4)

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 Telephone: 515-281-6434

Elmer Troxell, RESPONDENT

Date

Sandra Troxell, RESPONDENT

Date

Mary Ann Douglass, RESPONDENT

Date

Dawn Marland, COMPLAINANT

Date

Linda Grathwohl, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date