

WAN J. KIM
Assistant Attorney General
STEVEN H. ROSENBAUM, Chief
KEISHA DAWN BELL, Deputy Chief
SUSAN BUCKINGHAM REILLY
ALLEN W. LEVY (D.C. #412998)
Trial Attorneys
U.S. Department of Justice, Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W., G Street
Washington, D.C. 20530
Tel: (202) 514-2188 Fax: (202) 514-1116
susan.reilly@usdoj.gov
allen.levy@usdoj.gov

EDWARD H. KUBO, JR. (2499)
United States Attorney
District of Hawaii
HARRY YEE (3790)
Assistant U.S. Attorney
PJKK Federal Building
300 Ala Moana Blvd., Rm. 6-100
Honolulu, HI 96850
Tel: (808) 541-2850 Fax: (808) 541-3752
harry.yee@usdoj.gov

Attorneys for the United States

Refer to Signature Page for Defendants Represented.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,) Civil No.05-00112 SPK BMK
)
Plaintiff,)
and)
)
CHESTER KOBYLANSKI,)
)
Plaintiff-Intervenor,) **PARTIAL CONSENT ORDER**
)
v.)
)
CITY AND COUNTY OF HONOLULU,)
HAWAII; MECON HAWAII LIMITED;)
YAMASATO, FUJIWARA, AOKI)
& ASSOC.; R.M. TOWILL CORP.; and)
HAWAII AFFORDABLE PROPERTIES, INC.,)
)
Defendants.)
_____)

PARTIAL CONSENT ORDER

I. INTRODUCTION

A. Background

1. Plaintiff United States of America ("USA" or "United States") and Defendant City and County of Honolulu, Hawaii ("City") (together, "the Parties") agree to the terms of this Partial Consent Order resolving the Complaint of the United States against the City except with respect to the claim of Chester Kobylanski, Plaintiff-Intervenor, which is reserved for trial.

The United States' Complaint against Mecon Hawaii Limited ("Mecon"); Yamasato, Fujiwara, Aoki & Associates, Inc. nka Yamasato, Fujiwara, Higa & Associates, Inc. ("YFHA"); Hawaii

Affordable Properties, Inc. ("HAPI"); and R. M. Towill Corporation ("Towill"), is resolved through a separate Settlement Agreement that also resolves any claims between the City, HAPI, Towill, YFHA, and Mecon. The Settlement Agreement is reproduced in Appendix A to this Order.

2. This action is brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 ("the Fair Housing Act"), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619. Specifically, the United States' Complaint alleges that Defendants discriminated against persons with disabilities by failing to design and construct the West Loch Village apartment complex at 91-1450 through 91-1480 Renton Road and 91-1270 Fort Weaver Road in Honolulu, Ewa Beach, Oahu, Hawaii ("West Loch Village"), with the features of accessible and adaptable design and construction required by subsection 804(f)(3)(c) of the Fair Housing Act ("the Act"), 42 U.S.C. § 3604(f)(3)(C). The United States and the City (hereinafter, "the Parties") agree that this complex is subject to the accessible design and construction requirements of 42 U.S.C. § 3604(f)(3)(C) and 42 U.S.C. § 12183(a)(1).

B. Defendants

3. Defendant City and County of Honolulu ("City") is a municipal corporation in the District of Hawaii. The City is the owner and developer of West Loch Village and in that capacity is responsible for the design and construction of that apartment complex.

4. Fletcher Pacific Construction Co., Ltd., served as the general contractor for the construction of West Loch Village. Following a 100% change in ownership of the company in 1999, and pursuant to certain indemnities and assignments as part of that Stock Purchase Agreement, Mecon Hawaii Limited ("Mecon") is its successor in interest and bears responsibility with respect to the West Loch Village project. Mecon is a Hawaii corporation.

5. Defendant Yamasato, Fujiwara, Higa & Associates, Inc. ("YFHA") is a Hawaii corporation that conducts business in Hawaii. YFHA was the architect that designed the West Loch Village project.

6. Defendant R.M. Towill Corp. ("Towill") is a Hawaii corporation that conducts business in Hawaii. Towill was the civil engineer for the West Loch Village project.

C. Relevant Requirements of the Fair Housing Act

7. The Fair Housing Act provides that, for non-elevator residential buildings with four or more dwelling units, all ground-floor units that are designed and constructed for first occupancy after March 13, 1991, are "covered units" and must include certain basic features of accessible and adaptable design to make such units usable by a person who has or who develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B). All of the approximately 75 ground-floor units at West Loch Village were designed and constructed for first occupancy after March 13, 1991, and are located in 15 non-elevator buildings containing four or more units. Thus, these ground floor units at the

developments are "covered multifamily dwellings" within the meaning of the Fair Housing Act.

8. The accessible and adaptable design provisions of the Fair Housing Act require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; and (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). The United States alleges in its Complaint that, as designed and constructed, the "covered units" as well as the public and common use areas at West Loch Village do not include all of the features of accessible and adaptable design required by the Fair Housing Act.

9. The United States has surveyed West Loch Village and has specifically alleged violations of these accessibility requirements of the Fair Housing Act.

D. Relevant Requirements of Section 504

10. Section 504 of the Rehabilitation Act provides that

"[n]o otherwise qualified individual with a disability ... shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...", and requires each federal agency providing financial assistance to promulgate regulations to effectuate this provision. 29 U.S.C. § 794. The Department of Community Services (formerly, the Department of Housing and Community Development) of the City and County of Honolulu, which developed West Loch Village, receives federal financial assistance from HUD and therefore its activities are covered by Section 504 and are subject to the Section 504 regulations at 24 C.F.R. Part 8.

11. The regulations HUD has promulgated to effectuate Section 504 require, e.g., that, effective July 11, 1988, new multifamily housing projects receiving federal financial assistance shall be designed and constructed with: (a) public and common use areas readily accessible to and useable by individuals with handicaps, and (b) a minimum of five percent of total dwelling units accessible for persons with mobility impairments, and an additional two percent of units accessible for persons with hearing or vision impairments, all of which must be distributed throughout the complex and among unit types so that a person with disabilities' choice of living arrangements is comparable to that of others. 24 C.F.R. §§ 8.22 & 8.26. "Accessible" is further defined as providing accessibility equal

to or greater than that required by the Uniform Federal Accessibility Standards ("UFAS"). 24 C.F.R. § 8.32.

12. The United States and the City have agreed that West Loch Village is subject to the requirements of Section 504 and that it must be retrofitted to be brought into full compliance with the requirements of Section 504. Pursuant to a separate voluntary compliance agreement with HUD pursuant to 24 C.F.R. § 9.170(g), the City has therefore committed voluntarily to bring West Loch Village into compliance with section 504. The voluntary compliance agreement that the City has entered into with HUD is attached to this Partial Consent Order as Appendix B.

This voluntary compliance agreement does not cover those parties who were not recipients of federal financial assistance from HUD. Those parties, including Towill, YFHA, and Mecon, who were affiliated or associated with the City in the design and construction of the West Loch Village, but who were not recipients of federal funds are not subject to 24 Code of Federal Regulations (24CFR - Part 8) - Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities (Section 504 of the Rehabilitation Act of 1973)- and are therefore not parties to the voluntary compliance agreement.

13. The City has agreed to bring West Loch Village into compliance with the Fair Housing Act and to take additional steps which are set forth below.

E. Consent of the Parties to Entry of this Order

14. The Parties agree that this Court has jurisdiction over

the subject matter of this case pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 3614(a). The Parties further agree that the controversy should be resolved without further proceedings and without an evidentiary hearing.

15. The City denies that it has violated the law, and this Partial Consent Order does not constitute any admission of its liability or wrongdoing and shall not be deemed or construed as evidence thereof. This Partial Consent Order is entered into solely to resolve disputed issues and avoid the cost and expense of further proceedings.

16. As indicated by the signatures appearing below, the Parties agree to entry of this Partial Consent Order.

It is hereby ADJUDGED, ORDERED and DECREED:

II. GENERAL INJUNCTION

17. The City, and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1) - (3). 13.

III. RETROFIT OF GROUND FLOOR UNITS AND PUBLIC AND COMMON USE AREAS AT WEST LOCH VILLAGE

18. The City agrees to take the corrective actions necessary to bring West Loch Village into compliance with the Fair Housing Act and the Fair Housing Accessibility Guidelines by completing the actions described in this section and the attached

Appendices C and D.¹ The City has also agreed to bring West Loch Village into compliance with Section 504 of the Rehabilitation Act, and the Section 504 regulations.

19. As soon as reasonably possible after entry of the Partial Consent Order, but in any event not more than one year from the date of the entry of this Partial Consent Order, the City shall commence and finish the retrofits to the building entrances, accessible routes, and the public and common use areas of West Loch Village that are set forth in this Order and in Appendix C. The one-year deadline may be extended pursuant to paragraph 47 if, for example, the City must follow its procurement procedures to perform the retrofits. The City shall be responsible for these modifications and shall attempt, in good faith, to minimize any inconvenience to the residents of West Loch Village.

20. As soon as reasonably possible after entry of the Partial Consent Order, but in any event not more than one year from the date of the entry of this Partial Consent Order, the City shall commence and finish the retrofits to the interior of

¹ HUD regulations provide that "[a] public or common use area that complies with the appropriate requirements of ANSI A117.1-1986 or a comparable standard is accessible." See 24 C.F.R. 100.201 (2002). HUD interprets "comparable standard" to mean a "standard that affords handicapped persons access essentially equivalent to or greater than that required by ANSI A117.1." See 54 Fed. Reg. 3243 (Jan 23, 1989). Should Defendants elect to follow a standard other than ANSI for making the public and common-use areas accessible, they will inform the United States in writing of the standard. Such standard must provide access that is "essentially equivalent" to or "greater" than ANSI A117.1 (1986).

the ground floor dwellings at West Loch Village that are set forth in this Order and in Appendix D. The one-year deadline may be extended pursuant to paragraph 47 if, for example, the City must follow its procurement procedures to perform the retrofits. The City shall be responsible for these modifications and shall attempt, in good faith, to minimize any inconvenience to the residents of West Loch Village.

21. Within 30 days from the date of the entry of this Partial Consent Order, the City shall provide each and every tenant of West Loch Village who resides in a ground floor dwelling with a notice, informing the tenant that: (1) the unit may not meet the accessible and adaptive design requirements of the Act; (2) the features of accessible and adaptive design can be retrofitted in the unit upon request; (3) the retrofits offered will be at no cost to the tenant; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the tenant. This notice shall be substantially equivalent to the form of Appendix E. If the City receives a request from a tenant of a ground floor dwelling to perform the retrofits, the City shall complete the retrofits within 120 days from the date on which the retrofits were requested, subject to the provisions of paragraph 47.

22. The City shall enter into a contract with a neutral inspector approved by the United States (hereinafter "Inspector") to conduct on-site inspections of the retrofits that have been performed under this Order to determine if they have been

completed in accord with the specifications in Appendices B and C.

23. The inspection shall take place within 30 days of the completion of all of the retrofits to units and common use areas, or as soon thereafter as practicable. The City shall give the United States at least three weeks notice of the inspection and shall give the United States an opportunity to have its representative present for the inspection.

24. The Inspector shall set out the results of each inspection, including deficits if any, in writing and shall send that report to Counsel for the United States² and the City. If the inspection indicates that not all of the required retrofits have been made as specified in Appendices C and D, the City shall correct any deficiencies within a reasonable period of time as determined by the Inspector, and shall pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the necessary modifications have been made. The City shall pay all of the Inspector's costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect the modifications made by the City in

² For purposes of this Order, counsel for the United States is Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, NW Building - G St., Washington, D.C. 20530, Attn: DJ# 175-21-21, or as otherwise directed by the United States.

accordance with this Partial Consent Order or the third-party inspection reports provided for in this Order, to ensure compliance; provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

25. In the event a resident of a unit scheduled to undergo a modification incurs undue inconvenience or hardship (defined as a required dislocation from the unit for more than 24 hours consecutively), the City will pay such resident the applicable government per diem rate for food and lodging for the local area for each day of undue inconvenience or hardship. Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident can use the money to obtain alternative living accommodations while dislocated.

26. The City may not charge any additional rent, deposit, or other fee for the units in which retrofits are implemented solely because of the contemplated or completed retrofits.

27. The sale or transfer of ownership, in whole or in part, of West Loch Village shall not affect the City's continuing obligations to retrofit the property as specified in this Partial Consent Order. Should the City decide to sell or transfer ownership, in whole or in part, of West Loch Village or any portion thereof prior to the completion of the retrofits specified in Appendices B and C, it will, at least 30 days prior to completion of the sale or transfer, (a) provide to each prospective buyer written notice that the complex is subject to

this Partial Consent Order, including specifically the City's obligations to complete required retrofit work and to allow inspections, along with a copy of this Partial Consent Order; and (b) provide to the United States, by facsimile and first class mail, written notice of its intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

**IV. NON-DISCRIMINATION IN
FUTURE DESIGN AND CONSTRUCTION**

28. For the term of this Partial Consent Order, the City shall maintain, and provide to the United States upon request, the following information and statements regarding any covered, multifamily dwellings intended to be purchased, developed, built, designed, and/or engineered in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a 50% or larger ownership share:

- a. the name and address of the project;
- b. a description of the project and the individual units;
- c. the name, address, and telephone number of the site engineer(s) involved with the project;
- d. a statement from the site engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible site design and certifying that he/she has

reviewed the engineering documents for the project and that the design specifications therein fully comply with the requirements of the Fair Housing Act and the Guidelines;

e. the name, address and telephone number of the architect involved with the project; and

f. a statement from the architect acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible building and housing design and certifying that he/she has reviewed the architectural plans for the project and that design specifications therein fully comply with the requirements of the Fair Housing Act and the Guidelines.

29. If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or complex, the City shall obtain and maintain (and provide to the United States upon request) a statement from the site engineer or architect, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and the Guidelines.

V. SETTLEMENT FUND

30. Within 30 days of the entry of this Partial Consent Order, the City, by and through its insurance carrier³, shall deposit with the Court the total sum of \$15,000 for the purpose

³ The City's insurance carrier, for purposes of this matter, is HAPI's insurer which also insures the City as an additional insured on HAPI's policy.

of compensating any aggrieved persons who may have suffered as a result of non-compliance of the West Loch Village project with the requirements of the Fair Housing Act. Under the accompanying Settlement Agreement, the remaining Defendants shall deposit an additional \$60,000, for a total of \$75,000. This money shall be referred to as "the Settlement Fund."

31. Any interest accruing to the fund shall become a part of the fund and be utilized as set forth herein.

32. Within 30 days of the entry of this Order, the City shall send by first-class mail, postage prepaid, a copy of the Notice to Potential Victims of Housing Discrimination ("Notice") at Appendix F to each present tenant of West Loch Village and to the last known address of past tenants who vacated within two years of the entry of this Partial Consent Order. Within 45 days of entry of this Order, Defendant shall provide to counsel for the United States proof that the Notice has been sent.

33. Nothing in this section shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

34. The United States shall investigate the claims of allegedly aggrieved persons and, within 180 days from the entry of the Partial Consent Order, shall make a determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such persons. The United States will inform the City in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved

person setting forth the factual basis of the claim. The City shall have 14 days to review the declaration and provide to the United States any documents or information that they believe may refute the claim.

35. After receiving the City's comments, the United States shall submit its final recommendations to the Court for approval, together with a copy of the declarations and any additional information submitted by Defendants. When the Court issues an order approving or changing the United State's proposed distribution of funds for aggrieved persons, the United States shall apply to have checks issued payable to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix G.

36. After the satisfaction of paragraphs 30-35 and the corresponding time periods have expired, any money remaining in the Settlement Fund shall be released to the Defendants in proportion to amount of their contribution, provided that in the case of HAPI and the City, such proportionate share shall be released to its insurance carrier.

VI. EDUCATIONAL PROGRAM

37. Within 30 days of the entry of this Order, the City shall provide a copy of this Order to all of their agents and employees who have principal supervisory authority over the

future design and/or construction, rental, or sale of covered multifamily dwellings and shall secure the signed statement from each such agent or employee acknowledging that he or she has received and read the Order, and had an opportunity to have questions about the Order answered. This statement shall be substantially in the form of Appendix H hereto.

38. During the term of this Order, the requirements of paragraph 37 shall apply to the types of agents or employees delineated there within 30 days after the commencement of their affiliation with the City.

39. The City shall also ensure that its employees and agents who have primary supervisory authority over the future design and/or construction of covered multifamily dwellings during the term of this Partial Consent Order shall have access to a copy of, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, *A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act*, (August 1996, Rev. April 1998). All employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of multifamily dwellings at issue in this case shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

40. Within 180 days of the entry of this Order, the City

agrees to conduct training regarding the design and construction requirements of the Fair Housing Act for any of its employees and agents whose duties, in whole or in part, include primary supervisory authority over the development, design and/or construction of covered multifamily dwellings within the United States. The training shall be conducted by a qualified third party approved by the United States, unconnected to Defendants or their employees, agents, or counsel, and any expenses associated with this training shall be borne by the respective party. The City shall provide to the United States, within 30 days after the training, certifications that training of covered employees and agents was conducted.

VII. NOTICE OF NON-DISCRIMINATION POLICY

41. Within 10 days of the entry of this Partial Consent Order, the City shall post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by it, including West Loch Village, a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

42. For the duration of this Partial Consent Order, in all future advertising in newspapers, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that the City may develop or construct, the City shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities

required by the federal Fair Housing Act.

VIII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

43. For the term of this Partial Consent Order, the City is required to preserve all records related to this Partial Consent Order and West Loch Village. Upon reasonable notice to the City, representatives of the United States shall be permitted to inspect and copy any records of the City, or inspect West Loch Village, to ensure compliance with this Partial Consent Order at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to the City from such inspections.

IX. DURATION OF AGREEMENT AND TERMINATION OF LEGAL ACTION

44. The duration or term of this Partial Consent Order shall be three years after the date of its entry.

45. The Court shall retain jurisdiction for the term of this Partial Consent Order to enforce the terms of the Order, at the end of which time, or by stipulation of the parties, the case will be dismissed with prejudice. The United States may move the Court to extend the duration of the Order in the interests of justice.

46. The United States and the City shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform in a timely manner any act required by this Order or otherwise to act in

conformance with any provision of it, 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 attorneys' fees which may have been occasioned by the violation or failure to perform.

X. TIME FOR PERFORMANCE

47. Any time limits for performance imposed by this Partial Consent Order may be extended by the mutual written agreement of the United States and the relevant Defendants.

XI. COSTS OF LITIGATION

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

X. SCOPE OF SETTLEMENT

49. This Partial Consent Order resolves all claims against the City in the United States' Complaint filed in this case, except with respect to the United States' claim on behalf of Chester Kobylanski, which is reserved for trial. This Partial Consent Order also constitutes a full and complete settlement of any and all claims the United States may have had against the City regarding any alleged pattern or practice of conduct at West Loch Village in violation of the design and construction requirements of the Fair Housing Act, 42 U.S.C. sections 3601-3619, that (i) have occurred up to and including the date the Complaint is filed, or (ii) could have been raised as of the date the Complaint is filed.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,) Civil No.05-00112 SPK BMK
)
) Plaintiff,)
) and)
) CHESTER KOBYLANSKI,)
) Plaintiff-Intervenor,) **PARTIAL CONSENT ORDER**
)
) v.)
)
) CITY AND COUNTY OF HONOLULU,)
) HAWAII; MECON HAWAII LIMITED;)
) YAMASATO, FUJIWARA, AOKI)
) & ASSOC.; R.M. TOWILL CORP.; and)
) HAWAII AFFORDABLE PROPERTIES, INC.,)
)
) Defendants.)
 _____)

SO ORDERED this ____ day of _____, 2006:

Barry M. Kurren
United States Magistrate Judge

Agreed to by the parties as indicated by the signatures appearing
below:

FOR PLAINTIFF UNITED STATES OF
AMERICA:

ALBERTO R. GONZALES
Attorney General

EDWARD H. KUBO, JR.
United States Attorney
HARRY YEE 3790
Assistant United States
Attorney
DISTRICT OF HAWAII
Room 6-100, PJKK Federal Bldg.
300 Ala Moana Boulevard
Honolulu, HI 96850
(808) 541-2850
(808) 541-2958 FAX

WAN J. KIM
Assistant Attorney General
Civil Rights Division

STEVEN H. ROSENBAUM
Chief, Housing and Civil
Enforcement Section

KEISHA DAWN BELL, Deputy Chief
SUSAN BUCKINGHAM REILLY
ALLEN W. LEVY
Trial Attorneys
U.S. Department of Justice
Civil Rights Division
Housing and Civil
Enforcement Section
950 Pennsylvania Ave, NW-G St.
Washington, D.C. 20530
(202)514-2188
(202) 514-1116 Fax

CITY AND COUNTY OF HONOLULU

By _____

Its: _____

—

Dated: _____

Approved as to form:

Marie M. Gavigan, Esq.
D. Scott Dodd, Esq.

Counsel for the City

APPENDIX A

APPENDIX B

APPENDIX C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,) Civil No.05-00112 SPK BMK
Plaintiff,)
and)
CHESTER KOBYLANSKI,)
Plaintiff-Intervenor,) **Partial Consent ORDER**
v.)
CITY AND COUNTY OF HONOLULU,)
HAWAII; MECON HAWAII LIMITED;)
YAMASATO, FUJIWARA, AOKI)
& ASSOC.; R.M. TOWILL CORP.; and)
HAWAII AFFORDABLE PROPERTIES, INC.,)
Defendants.)

ACCESSIBILITY RETROFITS TO
PUBLIC AND COMMON USE AREAS AT WEST LOCH VILLAGE

Defendant City and County of Honolulu shall be responsible for retrofitting the public and common use areas at West Loch Village to comply with the Fair Housing Act, Fair Housing Accessibility Guidelines, and ANSI A117.1(1986) by correcting the following violations:⁴

⁴ The numbers in brackets that appear in Appendices A and B denote section references to the ANSI A117.1-1986 [e.g., 4.4.2] or HUD's Fair Housing Accessibility Guidelines [e.g., Req't. #2] that are published at 56 Fed. Reg. 9497- 9515 (March 6, 1991), including the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, 59 Fed. Reg. 33362-33368 (June 28, 1994).

A. Community Center

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Community Center; Change Machine	Req. 2; Section 4.4.1	Change machine protrudes from the vertical surface 13.5" and is 29.5" above the floor where it cannot protrude more than 4" or be more than 27" above the floor.	Provide cane detectable brackets.
2	Community Center; Mailbox Area	Req. 2; Section 4.2.4	Mailbox controls are mounted at 63" when they should be mounted no higher than 48".	Implement policy to provide assistance to residents with disabilities.
3	Community Center; Mailbox Area	Req. 2; Section 4.2.4	Parcel box controls are mounted at 59.5" when they should be mounted no higher than 48".	Implement policy to provide assistance to residents with disabilities.
4	Community Center; Main entrance	Req. 2; Section 4.8.5	Handrail extensions at the top of the ramp are less than 12" at 6".	Provide two handrails that extend 12" into top level landing and extend to the 2% lowered landing and route that are located 1.5" from the wall.
5	Community Center; Main entrance	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 3.75".	Provide two handrails that extend 12" into top level landing and extend to the 2% lowered landing and route that are located 1.5" from the wall.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
6	Community Center; Main entrance	Req. 2; Section 4.8.4	Bottom landing is sloped greater than 2% (1:50) at 5.1%.	Provide two handrails that extend 12" into top level landing and extend to the 2% lowered landing and route that are located 1.5" from the wall.
7	Community Center; Parking	Req. 2; Section 4.7.5	Excessive slope on flared side is greater than 8.33% at 11.2%.	Direct foot traffic to the ramp bypass by blocking the flared side as a pedestrian route (e.g., through the placement of planters).
8	Community Center; Toilet, Men's	Req. 2; Section 4.13.11	Interior door pressure greater than 5 lbs. at 11 lbs.	Provide device that effectively keeps the door open continuously during operating hours.
9	Community Center; Toilet, Men's	Req. 2; Section 4.13.6	Depth of maneuvering space is insufficient behind the door on the room side. It is less than 54" at 47.25".	Provide device that effectively keeps the door open continuously during business hours.
10	Community Center; Toilet, Men's	Req. 2; Section 4.22.4	Coat hook in stall is mounted above 48" at 57".	Add hook at 48" above the floor.
11	Community Center; Toilet, Men's	Req. 2; Section 4.24.2	Grab bars are mounted on the floor more than 1.5" from the wall at 5.5".	Fur out wall 3" and install grab bar 1.5" from the wall.
12	Community Center; Toilet, Men's	Req. 2; Section 4.16.2	Water closet more than 18" from wall at 21".	Fur out same wall 3".

Vio- lation #	Location	Citation	Non-Complying Item	Comment
13	Community Center; Toilet, Women's	Req. 2; Section 4.13.11	Interior door pressure greater than 5 lbs. at 15 lbs.	Adjust door pressure to 5 pounds of force.
14	Community Center; Toilet, Women's	Req. 2; Section 4.17.3	Insufficient maneuvering space outside the stall. There should be 18" beside the door and there is only 8".	Reverse the swing of the stall door.
15	Community Center; Toilet, Women's	Req. 2; Section 4.22.4	Coat hook in stall is mounted above 48" at 56".	Install hook at 48" above the floor.
16	Community Center; Toilet, Women's	Req. 2; Section 4.16.6	Toilet paper dispenser is located more than 36" from back wall at 39".	Relocate or add paper dispenser that has its farthest edge not more than 36" from the back wall.

B. Building 1450

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1450	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 3.25".	Fur out wall so that handrails are 1.5" from the wall.
2	Common Use Areas; Bldg. 1450; Near ramp	Req. 2; Section 4.5.2	There is a vertical rise greater than .25" at .75" that is not beveled or ramped.	Bevel a maximum of 1:2.

C. Building 1452

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1452	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall on one side at 2.00" to 3.25".	Provide handrails 1.5" from the wall.
2	Common Use Areas; Bldg. 1452	Req. 2; Section 4.8.2	Top half of ramp sloped greater than 8.33% (1:12) at 9.4%.	Modify ramp so that it slopes no more than 8.33%.
3	Common Use Areas; Bldg. 1452; Near ramp	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 3.5%.	Modify path so that the cross slope does not exceed 2%

D. Building 1454

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1454	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2".	Fur out wall so that handrails are 1.5" from the wall.
2	Common Use Areas; Bldg.145 4	Req. 2; Section 4.8.2	Ramp sloped greater than 8.33% (1:12) at 9.6%.	Modify ramp so that it slopes no more than 8.33%.

E. Building 1456

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1 1456	Req. 2; Section 4.8.5	Handrail only on one side.	Provide additional handrail that complies with 4.8.5.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
2	Common Use Areas; Bldg. 1456 to the Community Center; Passing above the curb ramp	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 3.4%.	Modify path so that the cross slope does not exceed 2%.

F. Building 1458

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1458	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 4.8%.	Modify path so that the cross slope does not exceed 2%.
2	Common Use Areas; Bldg. 1458	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2" to 2.5".	Fur out wall so that handrail is 1.5" from the wall.
3	Common Use Areas; Bldg. 1458; Near Bldg. 1466	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 6.3%.	Modify path so that the cross slope does not exceed 2%.
4	Common Use Areas; Bldg. 1458 to the Community Center	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 5.8%.	Modify path so that the cross slope does not exceed 2%.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
5	Common Use Areas; Bldg. 1458 to the Community Center	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 9.4%.	Modify path so that the cross slope does not exceed 2%.

G. Building 1460

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1460	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 2.25".	Fur out wall so that handrails are 1.5" from the wall.
2	Common Use Areas; Bldg. 1460; At the beginning of the ramp.	Req. 2; Section 4.5.2	There is a vertical rise greater than .25" at .5" that is not beveled or ramped.	Bevel a maximum of 1:2.
3	Common Use Areas; Bldg. 1460; Near Laundry	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) ranging between 2.8% and 4.9%.	Modify path so that the cross slope does not exceed 2%.
4	Common Use Areas; Bldg. 1460; Near Laundry	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) ranging between 3.4% and 7.0%.	Modify path so that the cross slope does not exceed 2%.

H. Building 1462

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1462	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 3.5%.	Modify path so that the cross slope does not exceed 2%.
2	Common Use Areas; Bldg. 1462	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 2.5".	Fur out wall so that handrails are 1.5" from the wall.

I. Building 1464

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1464	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 2.75".	Fur out wall so that handrails are 1.5" from the wall.
2	Common Use Areas; Bldg. 1464; At path split to Bldg. 1460 and Laundry	Req. 2; Section 4.3.7	Portions of path are sloped between 5% (1:20) and 8.33% (1:12) at 8.1% and is not constructed as a ramp.	Modify the path so that the slope is not greater than 5%, or construct a ramp that complies with 4.8.

J. Building 1466

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1466	Req. 2; Section 4.7.3	Curb ramp is less than 36" wide at 32".	Modify curb ramp so that it is 36" wide.
2	Common Use Areas; Bldg. 1466	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 3".	Fur out wall so that handrails are 1.5" from the wall.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
3	Common Use Areas; Bldg. 1466; Near curb ramp	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 5.7%.	Modify path so that the cross slope does not exceed 2%.
4	Common Use Areas; Bldg. 1466; Near curb ramp	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 7.1%.	Modify path so that the cross slope does not exceed 2%.

K. Building 1468

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1468	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2" to 2.5".	Fur out wall so that handrails are 1.5" from the wall.

L. Building 1470

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1470	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 2.5"	Fur out wall so that handrails are 1.5" from the wall.
2	Common Use Areas; Bldg. 1470; Near Communit y Center	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 4.2%.	Modify path so that the cross slope does not exceed 2%.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
3	Common Use Areas; Bldg. 1470; Near Communit y Center	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 9.5%.	Modify path so that the cross slope does not exceed 2%.
4	Common Use Areas; Bldg. 1470; Top of the steps	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 3.2%.	Modify path so that the cross slope does not exceed 2%.

M. Building 1474

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1474	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00"" to 2.75".	Fur out wall so that handrails are 1.5" from the wall.
2	Common Use Areas; Bldg. 1474; Path to Communit y Center	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 6%.	Modify path so that the cross slope does not exceed 2%.

N. Building 1476

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1476	Req. 2; Section 4.3.7	Portions of path are sloped between 5% (1:20) and 8.33% (1:12) at 6.4% and is not constructed as a ramp.	Modify the path so that the slope is not greater than 5%, or construct a ramp that complies with 4.8.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
2	Common Use Areas; Bldg. 1476	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2".	Fur out wall so that handrails are 1.5" from the wall.
3	Common Use Areas; Bldg. 1476	Req. 2; Section 4.8.2	Ramp sloped greater than 8.33% (1:12) at 9.3% near the bottom.	Modify the ramp so that the slope is not greater than 8.33%.
4	Common Use Areas; Bldg. 1476; Path to Community Center	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 5%.	Modify path so that the cross slope does not exceed 2%.
5	Common Use Areas; Bldg. 1476; Path to Community Center	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) ranging between 6.4% and 7.5%.	Modify path so that the cross slope does not exceed 2%.
6	Common Use Areas; Bldg. 1476; Path to Community Center	Req. 2; Section 4.5.2	There is a vertical rise greater than .25" at .5" that is not beveled or ramped.	Bevel a maximum of 1:2.

O. Building 1478

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1478	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall ranging from 2" to 3".	Fur out wall so that handrails are 1.5" from the wall.

Vio- lation #	Location	Citation	Non-Complying Item	Comment
2	Common Use Areas; Bldg. 1478	Req. 2; Section 4.8.4	Landing is sloped greater than 2% (1:50) at 3.5%.	Modify the landing so that the slope is no greater than 2%.

P. Building 1480

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Bldg. 1480	Req. 2; Section 4.24.2	Handrails are mounted farther than 1.5" from adjacent wall at 2.00" to 2.75".	Fur out wall so that handrails are 1.5" from the wall.

Q. Accessible Routes and Parking

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Common Use Areas; Communit y Center	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 3.3%.	Provide bypass path with a cross slope not greater than 2%.
2	Common Use Areas; Northeas t Passenge r Drop- off Area; Parallel to the drop-off area	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 3.3%.	Modify path so that the cross slope does not exceed 2%.
3	Common Use Areas; Parking near Bldg. 1458; Near curb ramp	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) ranging between 5.1% and 6.7%.	Provide bypass path with a cross slope not greater than 2%.

4	Common Use Areas; Rear Entrance	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 4.5%.	Modify path so that the cross slope does not exceed 2% or provide an alternate, accessible path.
---	---------------------------------	-----------------------	---	--

R. Laundries

COMMENT: Modify space and appliances so that there is at least one washer and dryer per laundry room in an accessible location with accessible controls. See ANSI 4.2 & Fig 6 (minimum 30" x 48" clear floor space for wheelchairs and maximum side reach over an obstruction); 4.3 (minimum 36" wide route, with cross slopes no greater than 2%); 4.13.6 (maneuvering space at doors).

Maneuvering space may be corrected by providing a device that effectively keeps the door open continuously during business hours.

Vio-lation #	Location	Citation	Non-Complying Item
1	Common Use Areas; Laundry near Bldg. 1450	Req. 2; Section 4.13	Path between the washer and dryer narrows to less than 36" at 29.5" for more than 24" in length.
2	Common Use Areas; Laundry near Bldg. 1450	Req. 2; Section 4.2.4	Washing machine controls are mounted more than 10" from the front edge over a 36" high machine at 21".
3	Common Use Areas; Laundry near Bldg. 1450	Req. 2; Section 4.13.6	Width of maneuvering space is insufficient beside the door on the room side. It is less than 18" at 4".
4	Common Use Areas; Laundry near Bldg. 1456	Req. 2; Section 4.13	Path between the washer and dryer narrows to less than 36" at 29" for more than 24" in length.
5	Common Use Areas; Laundry near Bldg. 1456	Req. 2; Section 4.2.4.1	Clear floor space at dryer is less than 30" x 48" to accommodate a parallel approach at 29" x 48". Also, the door is hinged on the approach side which makes access very difficult.

Vio- lation #	Location	Citation	Non-Complying Item
6	Common Use Areas; Laundry near Bldg. 1456	Req. 2; Section 4.2.4	Washing machine controls are mounted more than 10" from the front edge over a 36" high machine at 21".
7	Common Use Areas; Laundry near Bldg. 1456	Req. 2; Section 4.2.4.1	Clear floor space at washer is less than 30" x 48" to accommodate a parallel approach at 29" x 48".
8	Common Use Areas; Laundry near Bldg. 1456	Req. 2; Section 4.13.6	Width of maneuvering space is insufficient beside the door on the room side. It is less than 18" at 9".
9	Common Use Areas; Laundry near Bldg. 1456	Req. 2; Section 4.3.7	Path cross sloped greater than 2% (1:50) at 4.1%.
10	Common Use Areas; Laundry near Bldg. 1460	Req. 2; Section 4.13	Path between the washer and dryer narrows to less than 36" at 33" for more than 24" in length.
11	Common Use Areas; Laundry near Bldg. 1460	Req. 2; Section 4.2.4	Washing machine controls are mounted more than 10" from the front edge over a 36" high machine at 21".
12	Common Use Areas; Laundry near Bldg. 1460	Req. 2; Section 4.2.4.1	Clear floor space at washer is less than 30" x 48" to accommodate a parallel approach at 29" x 48".
13	Common Use Areas; Laundry near Bldg. 1460	Req. 2; Section 4.2.4.1	Clear floor space at dryer is less than 30" x 48" to accommodate a parallel approach at 29" x 48". Also, the door is hinged on the approach side which makes access very difficult.
14	Common Use Areas; Laundry near Bldg. 1460	Req. 2; Section 4.13.6	Width of maneuvering space is insufficient beside the door on the room side. It is less than 18".

Vio- lation #	Location	Citation	Non-Complying Item
15	Common Use Areas; Laundry near Bldg. 1466	Req. 2; Section 4.13	Path between the washer and dryer narrows to less than 36" at 33" for more than 24" in length.
16	Common Use Areas; Laundry near Bldg. 1466	Req. 2; Section 4.2.4	Dryer controls are mounted more than 10" from the front edge over a 36" high machine at 21".
17	Common Use Areas; Laundry near Bldg. 1466	Req. 2; Section 4.2.4	Washing machine controls are mounted more than 10" from the front edge over a 36" high machine at 21".
18	Common Use Areas; Laundry near Bldg. 1466	Req. 2; Section 4.13.6	Width of maneuvering space is insufficient beside the door on the room side. It is less than 18" at 10".
19	Common Use Areas; Laundry near Bldg. 1466	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 3.7%.
20	Common Use Areas; Laundry near Bldg. 1470	Req. 2; Section 4.13	Path between the washer and dryer narrows to less than 36" at 26" for more than 24" in length.
21	Common Use Areas; Laundry near Bldg. 1470	Req. 2; Section 4.2.4.1	Clear floor space at washer is less than 30" x 48" to accommodate a parallel approach at 26" x 48". Also, the door is hinged on the approach side which makes access very difficult.
22	Common Use Areas; Laundry near Bldg. 1478	Req. 2; Section 4.13	Path between the washer and dryer narrows to less than 36" at 29" for more than 24" in length.

Vio- lation #	Location	Citation	Non-Complying Item
23	Common Use Areas; Laundry near Bldg. 1478	Req. 2; Section 4.2.4	Washing machine controls are mounted more than 10" from the front edge over a 36" high machine at 21" from the front edge.
24	Common Use Areas; Laundry near Bldg. 1478	Req. 2; Section 4.2.4.1	Clear floor space at washer is less than 30" x 48" to accommodate a parallel approach at 29" x 48".
25	Common Use Areas; Laundry near Bldg. 1478	Req. 2; Section 4.2.4.1	Clear floor space at dryer is less than 30" x 48" to accommodate a parallel approach at 29" x 48". Also, the door is hinged on the approach side which makes access very difficult.
26	Common Use Areas; Laundry near Bldg. 1478	Req. 2; Section 4.13.6	Width of maneuvering space is insufficient beside the door on the room side. It is less than 18" at 7.5".
27	Common Use Areas; Laundry near Bldg. 1478; Path to Laundry	Req. 2; Section 4.3.7	Portions of path cross sloped greater than 2% (1:50) at 4.4%.

S. Exteriors of Primary Entrances to Covered Dwelling Units

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Dwelling Unit D - One Bedroom; Screen door	Req. 2; Section 4.13.6	Width of maneuvering space is insufficient beside the door on the designated accessible route side. It is less than 42" at 26".	Re-swing or remove door upon notice to and request of tenant.

APPENDIX D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,) Civil No.05-00112 SPK BMK
)
Plaintiff,)
and)
)
CHESTER KOBYLANSKI,)
)
Plaintiff-Intervenor,) **Partial Consent ORDER**
)
v.)
)
CITY AND COUNTY OF HONOLULU,)
HAWAII; MECON HAWAII LIMITED;)
YAMASATO, FUJIWARA, AOKI)
& ASSOC.; R.M. TOWILL CORP.; and)
HAWAII AFFORDABLE PROPERTIES, INC.,)
)
Defendants.)
_____)

ACCESSIBILITY RETROFITS TO
ALL GROUND FLOOR UNITS AT WEST LOCH VILLAGE

Defendant City and County of Honolulu shall be responsible for modifying the interiors of all ground level dwellings at West Loch Village to comply with the Fair Housing Act, Fair Housing Accessibility Guidelines, and ANSI A117.1(1986) by correcting the following violations:

A. Usable Doors

Fair Housing Accessibility Guidelines, Requirement 3

All doors designed to allow passage into and within the ground floor dwellings at West Loch Village shall be retrofitted to be "sufficiently wide to allow passage by handicapped persons in wheelchairs." 42 U.S.C. § 3604(f)(3)(C)(ii). [Req't. #3, guideline (2)]. Such retrofits shall correct the following violations:

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Dwelling Unit D - One Bedroom; Dining Room	Req. 3; Note	Exterior sliding door has a unit width less than 6'-0" at 5'-0". Therefore, nominal clear width is less than 32" at 27".	Provide a door (e.g., French door) that has a minimum nominal clear width of 32".

**B. Accessible Route into and through the Covered Units
Fair Housing Accessibility Guidelines, Requirement 4**

Ground floor dwelling units at West Loch Village shall be retrofitted to contain "an accessible route into and through the dwelling." 42 U.S.C. § 3604(f)(3)(C)(iii)(I). [Req't. #4, guideline (1)]. Such retrofits shall correct the following violations:

Vio- lation #	Location	Citation	Non-Complying Item	Comment
1	Dwelling Unit A - One Bedroom; Bedroom Patio	Req. 4; (4)	Exterior sliding glass door threshold is greater than .75" at 1.5".	Modify to provide vertical level change no greater than 1/4" or to 3/4" with 1:2 ratio beveled shape.

**C. Usable Kitchens and Bathrooms
Fair Housing Accessibility Guidelines, Requirement 7**

The kitchens of ground floor units at West Loch Village shall be retrofitted to be usable by persons with mobility impairments and "such that an individual in a wheelchair can maneuver about the space." 42 U.S.C. § 3604(f)(3)(C)(iii)(IV).

Comment: The City shall ensure that, in the kitchens with the dimensions listed below, the cabinets are removable and have side, floor, and wall finishes, subject to certification by the neutral inspector. Notice shall be given to current and future tenants who use wheelchairs that cabinets can be removed to provide additional floor space.

Vio-lation #	Location	Citation	Non-Complying Item
1	Dwelling Unit A - One Bedroom; Kitchen	Req. 7; (1)(c)	U-shaped Kitchen has less than 60" diameter turning space at 51".
2	Dwelling Unit B - One Bedroom; Kitchen	Req. 7; (1)	Parallel approach clear space for sink is off center with the sink by 6".
3	Dwelling Unit C - Studio; Kitchen	Req. 7	Clear space at the oven is off center by 7".
4	Dwelling Unit D - One Bedroom; Kitchen	Req. 7; (1)(c)	U-shaped Kitchen has less than 60" diameter turning space at 55".
5	Dwelling Unit D - One Bedroom; Kitchen	Req. 7; (1)	Parallel approach clear space for sink is off center with the sink by 10".
6	Dwelling Unit F - Studio; Kitchen	Req. 7; (1)(c)	U-shaped Kitchen has less than 60" diameter turning space at 52".
7	Dwelling Unit G - Studio; Kitchen	Req. 7; (1)(c)	U-shaped Kitchen has less than 60" diameter turning space at 51.5".
8	Dwelling Unit G - Studio; Kitchen	Req. 7; (1)	Parallel clear space for the oven/cooktop is off center by 2.5".

APPENDIX E

TENANT NOTICE OF RETROFITS
FOR WEST LOCH VILLAGE APARTMENTS

West Loch Village Apartments is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that ground-floor apartments in newer apartment communities have certain features of physical accessibility for people with disabilities.

Due to a lawsuit filed by the United States Department of Justice, inaccessible aspects of the complex have been brought to our attention and we are currently in the process of correcting those.

We welcome people with disabilities as residents and guests at West Loch Village, and would like to make you as comfortable as possible. If you would like to make your apartment more accessible, West Loch Village may be able to assist you by altering certain features of your apartment home at no cost to you.

Should any of the modifications require your temporary relocation, West Loch Village will pay all reasonable relocation and housing expenses while the modifications are being made. It is not necessary that you or any member of your household be disabled in order to request these modifications. If you would like to request any of these modifications please complete and return the enclosed form to XXXXXXXXX and we will contact you to schedule modifications.

Sincerely,

XXXXXXXXXX

WEST LOCH VILLAGE
MODIFICATION SELECTION FORM

Name of Resident: _____

Address: _____

I am aware that the following modifications are available for my unit, at no cost to me, and am hereby requesting that my unit be modified to include these features:*

List of Modifications Indicate "Yes" or "No"

1) Dwelling Unit D: provide exterior sliding door off dining room that has clear nominal width of 32"	
2) Dwelling Unit A: provide threshold at patio exterior sliding door that is not higher than 3/4" and beveled 1:2.	
3) All dwelling units: Remove all or some of the lower kitchen cabinets to increase clear floor space.	
4) Dwelling Unit D, 1-BR: Re-swing or remove the screen door to increase maneuvering space at the entrance.	

Signature : _____

* The measurements provided in these modifications are those set forth according to the Department of Housing and Urban Development Fair Housing Accessibility Guidelines and the 1986 American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people.

APPENDIX F

NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION

On _____, 2006, the United States District Court for the District of Hawaii entered a partial consent order and settlement agreement resolving a lawsuit brought by the United States Department of Justice. The Department alleged that the City and County of Honolulu and certain design and construction firms failed to include certain accessible features for persons with disabilities required by the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C), at West Loch Village at 91-1450 through 91-1480 Renton Road and 91-1270 Fort Weaver Road in Honolulu, Ewa Beach, Oahu, Hawaii.

Under this partial consent order, you may be entitled to receive monetary relief if you or anyone you know

- WAS DISCOURAGED FROM LIVING AT WEST LOCH VILLAGE BECAUSE OF THE LACK OF ACCESSIBLE FEATURES;
- HAS BEEN HURT IN ANY WAY BY THE LACK OF ACCESSIBLE FEATURES AT WEST LOCH VILLAGE;
- PAID TO HAVE YOUR APARTMENT AT WEST LOCH VILLAGE MADE MORE ACCESSIBLE TO PERSONS WITH DISABILITIES; OR
- WAS OTHERWISE DISCRIMINATED AGAINST ON THE BASIS OF DISABILITY AT WEST LOCH VILLAGE APARTMENTS.

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the United States Department of Justice at 1-800-896-7743, extension XXX. You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

You must call or write on or before [XXXXX], and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached.

APPENDIX G

RELEASE

In consideration of the payment of the sum of xxxxxxxxxxxxxxxx dollars (\$ _____), pursuant to the Settlement Agreement and Partial Consent Order entered in *United States v. City and County of Honolulu, Hawaii, et al.*, C.A. No.05-00112 (D. HI), I hereby release the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action as of the date of the entry of that Partial Consent Order and Settlement Agreement. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

NAME: _____

ADDRESS: _____

DATE: _____

APPENDIX H

EMPLOYEE FAIR HOUSING ACKNOWLEDGMENT FORM

On _____, I received a copy of the Partial Consent Order approved by the federal district court in United States of America v. City and County of Honolulu, Hawaii, et al., C.A. No. 05-00112 (D. HI), and a copy of the federal Fair Housing Act. I have read these documents and have had all of my questions concerning them answered to my satisfaction.

This acknowledges that discrimination against any person in any aspect of the design, construction, or rental of apartments on the basis of a person's disability is against the law

Signature of Employee

Name of Employer

Employee's Name (Printed)

Employee's Job Position or
Title

Date