

CITY OF CORAL GABLES

OFFICE OF THE CITY ATTORNEY

- MEMORANDUM -

TO: CITY COMMISSION **DATE:** February 4, 2015

FROM: _____ **SUBJECT:** MARIA THORNHILL
Elizabeth M. Hernandez
City Attorney

This memorandum is written to recommend that the City of Coral Gables ("the City") enter into agreements settling claims between Ms. Maria Thornhill and the City. A brief summary follows.

In 1999, there were three code compliance cases brought against Ms. Thornhill for alterations that she made to her condominium without acquiring the appropriate City permits to make such alterations and for conducting a business from her residence. These cases resulted in Ms. Thornhill being ordered by the City's Code Enforcement Board (in August 1999) to either obtain the required permits or remove the modifications. Fines were levied against Ms. Thornhill for the time period between entry of the orders and the dates that the violation was fixed. The total fines that had accrued as of the end of 2007 were over \$400,000.00 and liens were recorded.

Prior to the orders being issued by the Code Enforcement Board, Ms. Thornhill, in April 1999, had filed a formal complaint with the United States Department of Housing and Urban Development ("HUD") against the Condominium Association claiming that she had been discriminated against and denied a reasonable accommodation in that the Condominium Association would not grant approval for wooden steps leading from her balcony to the pool area. (Ms. Thornhill had placed the wooden steps on the property without the required permit and, thus, this was the subject of one of the City's code compliance cases against Ms. Thornhill. However, in order for her to get a permit, she needed the approval of the Condominium Association.) The complaint was transmitted to the Florida Commission on Human Relations (FCHR), a local deferral agency for HUD, for investigation.

FCHR completed its investigation, an administrative hearing was held, and the administrative law judge found that Ms. Thornhill did not provide sufficient evidence to establish that she was handicapped and, further, that she presented insufficient evidence to prove that the modification she was requesting was necessary for her to have access to and enjoyment of her apartment equal to that of the other owners and residents. Ms. Thornhill appealed this decision to the Third DCA. The Third DCA affirmed the lower tribunal's decision in a per curiam affirmed decision dated May 4, 2005.

In the fall of 2004, while the HUD complaint against the condominium association was being litigated, Ms. Thornhill filed a HUD complaint against the City alleging discriminatory housing

practices and retaliation under Title VIII of the Civil Rights Act of 1968, as amended, the Federal Fair Housing Law, 42 U.S.C. Sections 3601-3619, and Section 504 of the Rehabilitation Act of 1973. Essentially, Ms. Thornhill claimed that the City refused to issue her a permit and that this was somehow either discrimination on the basis of a disability or retaliation. HUD has been investigating these claims, and the City has repeatedly denied these claims, since 2004.

Subject to the approval of the City Commission, the parties (i.e., Ms. Thornhill, the City, and HUD) have reached a mutually agreeable understanding to resolve all of the outstanding issues. There are two proposed settlement agreements – one between all of the parties and a separate agreement between Ms. Thornhill and the City. The reason for having two agreements is that the City wanted a full waiver and release from Ms. Thornhill. HUD would not agree to such a provision in its agreement, but does not have a problem with the City and Ms. Thornhill agreeing to it. The agreements provide that, in exchange for Ms. Thornhill's dismissal of the complaint that she filed with HUD and the correction of all code violations, the City agrees to dismiss the Code violations related to Cases Nos. 99-6743, 99-6764 and 99-6748 and release the liens associated with those cases. Ms. Thornhill and the City also provide the other with a full waiver and release of claims against the other.

This settlement will end the HUD investigation and prevent any further litigation regarding this issue as well as any issue related to the imposition of fines against Ms. Thornhill as a result of the code violations. As such, this office recommends that the City settle the case as set forth above. This settlement will enable the City to avoid the expenses and uncertainty of litigation.

Should you have any questions or concerns, please do not hesitate to contact our office.

EMH/stg