

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-21-76444
HUD# 07-21-7125-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

RIVER CITY PROPERTY MANAGEMENT, LLC
1550 S Gilbert Street
Iowa City, IA 52240-4346

TERESA CROSSER
1550 S Gilbert Street
Iowa City, IA 52240-4346

RUTH C. ANDERSEN TRUST
c/o Hills Bank and Trust
590 W Forevergreen Rd.
North Liberty, IA 52317

COMPLAINANT

SOPHIA HENKHAUS
46 Goldfinch Circle
Iowa City, IA 52245-4120

and

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

Description of the Parties: Complainant alleges she was subjected to different terms, conditions, and privileges due to the race of her boyfriend. The subject property is a multi-unit apartment complex located at 1527 Aber Ave, Iowa City, IA 52246.

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 River City Property Management, LLC, Teresa Crosser, and Ruth C. Andersen Trust agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants 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 River City Property Management, LLC, Teresa Crosser, and Ruth C. Andersen Trust 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).
3. Respondents River City Property Management, LLC, Teresa Crosser, and Ruth C. Andersen Trust 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

4. 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.
5. 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 their complaint are not fully meritorious.
6. 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.
7. Respondents River City Property Management, LLC, Teresa Crosser, and Ruth C. Andersen Trust agree the Commission may review compliance with Sections 10-13 of this Agreement. And as part of such review, Respondent agrees 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

8. 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

9. 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

10. Respondents River City Property Management, LLC, and Ruth C. Andersen Trust agree that Teresa Crosser and any other River City Property Management, LLC employees responsible for the management or operation of the subject property will receive training on the requirements of State and Federal Fair Housing Laws. Respondents River City Property Management, LLC and Teresa Crosser will forward to the Commission evidence of this training within 30 days of the date of the Closure Letter. Respondent River City Property Management, LLC agrees new employees or agents who are involved in the management or operation of the subject property hired within one year of the date of the Commission's Closing Letter will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. For purposes of this Agreement, viewing the HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc> shall satisfy the training obligation(s) under this Agreement.

Relief for Complainant

11. Respondents River City Property Management, LLC, Teresa Crosser, and Ruth C. Andersen Trust agree to release Complainant from her current lease on May 1, 2021, and forfeit any claim for costs associated with Complainant's early termination of her lease, including unpaid rent or insufficient notice of termination fees.
12. Respondents River City Property Management, LLC, and Ruth C. Andersen Trust agree to waive Complainant's current outstanding account balance of \$373.90.
13. Complainant must still follow River City Property Management, LLC's check-out/move-out process and Complainant's security deposit will be subject to deduction for any damage to the unit per the lease agreement.

Reporting and Record-Keeping

14. Respondents River City Property Management, LLC and Teresa Crosser 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 or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training (which may include viewing the HUD video referenced in Section 10), as evidence of compliance with Term 10 of this Agreement within ten (10) days of the completion of the training.

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

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

RIVER CITY PROPERTY MANAGEMENT, LLC,
RESPONDENT

Date,

TERESA CROSSER,
RESPONDENT

Date

RUTH C. ANDERSEN TRUST,
RESPONDENT

Date

SOPHIA HENKHAUS, COMPLAINANT

Date

CHARLES HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date