

**PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 05-21-76603  
HUD# 07-21-7355-8

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

MARION ELDERLY HOUSING, INC.  
2550 Middle Rd, Ste 601  
Bettendorf, IA 52722-3289

CARDINAL CAPITAL MANAGEMENT  
2550 Middle Rd, Ste 601  
Bettendorf, IA 52722-3289

KELLI COGDILL  
2550 Middle Rd, Ste 601  
Bettendorf, IA 52722-3289

**COMPLAINANT**

JAMIE PAIGE  
439 Lindale Dr, Apt 103  
Marion, IA 52302-3096

and

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

**Description of the Parties:** Complainant states she is a person with a disability who requires advanced notice of any chemical spraying both indoors and outdoors at her apartment complex due to risk of anaphylaxis. The subject property is a condominium located at 439 Lindale Dr, Marion, IA 52302.

**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 Marion Elderly Housing, Inc., Cardinal Capital Management, and Kelli Cogdill 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 Marion Elderly Housing, Inc., Cardinal Capital Management, and Kelli Cogdill acknowledge the ICRA and the Federal Fair Housing Act (FHA) 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), 42 U.S.C. 3604(b), 3604(f) (2) (§ 804 of the Fair Housing Act).
3. Respondents Marion Elderly Housing, Inc., Cardinal Capital Management, and Kelli Cogdill acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. Respondents Marion Elderly Housing, Inc., Cardinal Capital Management, and Kelli Cogdill 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)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. Respondents Marion Elderly Housing, Inc., Cardinal Capital Management, and Kelli Cogdill acknowledge that the FHA and ICRA make it unlawful for any person to retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2).

### **Voluntary and Full Settlement**

6. 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.
7. 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.

8. 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.
9. Respondents agree the Commission may review compliance with 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**

10. 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**

11. 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 and Policy Updates**

12. Respondents Marion Elderly Housing, Inc. and Cardinal Capital Management will require training on the requirements of State and Federal Fair Housing Laws for Kelli Cogdill and any other persons in charge of management or operation of Marion Elderly Housing, Inc., located at 439 Lindale Dr, Marion, IA 52302 within 30 days of their receipt of a Closing Letter from the Commission. Respondent Marion Elderly Housing, Inc. agree new employees or agents who are involved in the management or operation and those who handle requests for reasonable accommodations or modifications at Marion Elderly Housing, Inc., 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. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a 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>.

### **Relief for Complainant**

13. The following terms are to be applied to Marion Elderly Housing, Inc., located at 439 Lindale Dr, Marion, IA 52302. Complainant's known triggers include pesticides, insecticides, fungicides, rodenticides, lawn care products such as fertilizers or weed killers, plug in scents, and chlorine. The term "Respondent" in this section refers specifically to employees at Marion Elderly Housing, Inc. Respondent will ensure that the following terms are followed and enforced by the property management company responsible for the management of the property at 439 Lindale Dr, Marion, IA 52302:

Respondent will continue to not willfully place any aerosol scented items in common areas or hallways on any floor. It is understood that management will continue to use chlorine based products and air fresheners in the public restrooms with the understanding that Complainant has the availability to use the bathroom in her unit when participating in community room activities. Chlorine based cleaning products will not be used in other common areas of the building.

Respondent will continue to work with third party lawn care companies in scheduling services, which would reasonably use chemicals, to be on a routine schedule. However, lawn care services are difficult to keep on a routine schedule as they are entirely dependent on weather. If lawn care requiring chemicals is scheduled, but cannot be done on that date due to weather or other unforeseen circumstances, the lawn care company will reschedule with maintenance for another date. Complainant will be given 24 hour notice of this new date.

Respondent has provided Complainant with the set schedule for interior and exterior pest control. If pest control is scheduled, but cannot be done on a the scheduled date due to weather, the pest control company will go ahead and treat the common interior areas as scheduled and will reschedule the exterior treatment with maintenance staff. Complainant will then be given a 24 hour notice of the new date of exterior pest control treatment.

All new staff, including maintenance staff, will be updated, trained and made aware of this accommodation. Once trained, staff should sign a letter, drafted by Respondent, stating they are aware of this accommodation.

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

14. Respondents Marion Elderly Housing, Inc., Cardinal Capital Management, and Kelli Cogdill 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, as evidence of compliance with Term 12 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

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MARION ELDERLY HOUSING, INC.,  
RESPONDENT

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Date

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CARDINAL CAPITAL MANAGEMENT, RESPONDENT

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Date

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KELLI COGDILL, RESPONDENT

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Date

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JAMIE PAIGE, COMPLAINANT

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Date

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CHARLES A.D. HILL, INTERIM EXECUTIVE DIRECTOR  
IOWA CIVIL RIGHTS COMMISSION

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Date