

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 12-15-68415
HUD# 07-16-4343-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

STEPHANIE KNUDSON
Bluffs Towers Apartments
38 Pearl Street - Office
Council Bluffs, Iowa 51503

BLUFFS TOWERS, LP, LTD
29 South Main Street
Council Bluffs, Iowa 51503

COMPLAINANT

VICKI L. WELCH
C/O Joan O'Brien
38 Pearl Street Apartment 410
Council Bluffs, Iowa 51503

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 disability. Complainant alleges she requested an American Sign Language Interpreter as a reasonable accommodation to discuss a notice she received from Respondents regarding her tenancy. Complainant further alleges Respondents denied or unreasonably delayed approval of her reasonable accommodation request which resulted in different terms and conditions of rental based on disability. 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 70-unit apartment complex, Bluffs Towers, located at 38 Pearl Street, Council Bluffs, Iowa 51503.

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 against any person because of the person’s race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).
3. Respondents acknowledge the federal Fair Housing Act (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. 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 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)(2)(b) (§ 804(f)(2)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(2).

Voluntary and Full Settlement

5. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaints. 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.
6. 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.
7. 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.

8. 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.
9. The parties acknowledge, if the Commission or the U.S. Department of Housing and Urban Development (HUD) has reasonable cause to believe that Respondents have breached this Agreement, the Commission may refer the matter to the Iowa Department of Justice - Office of the Attorney General, and HUD may refer the matter to the U.S. Department of Justice.

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 Respondent Stephanie Knudson, Knudson Management Company, Inc., Pat O'Dowd, Respondent Bluffs Towers, LP, LTD, nor their present and future subsidiaries, affiliates, directors, officers, managers, employees, agents, insurers, predecessors, successors and assigns 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 Respondent of the promises and representations contained herein. Complainant agrees any complaints 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 any complaints filed by Complainant up to the date of signing this Agreement, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

12. Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to place the Fair Housing Poster (English and Spanish) in each property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission, verifying the Fair Housing Posters have been posted, within thirty (30) days of the execution of this Settlement Agreement.

Relief for Complainant

13. As part of the Bluffs Towers Relocation Plan, Complainant applied to temporarily live at Dillman Place Apartments (DPA), and has been accepted for tenancy by DPA. Respondents do not own, manage or control DPA. Respondents agree that, on or about July 15, 2016, or as soon as thereafter as possible, Complainant will be allowed to move to DPA located at 32 Dillman Drive, Council Bluffs, IA 51503 as part of Bluffs Towers Relocation Plan. As part of the Relocation Plan, Respondents agree to pay Complainant the sum of \$700 to move her possessions to Dillman Place Apartments, and Complainant agrees to completely vacate Apartment 410 on or about July 15, 2016, or as soon thereafter as possible when the apartment unit at DPA becomes available for Complainant to move in. The \$700 check will be issued to Complainant on July 1, 2016.

Complainant has an interest in relocating back to Apartment 310 instead of Apartment 410 at Bluffs Towers. Respondents agree, once the renovations at Bluff Towers are completed, and if the current resident of Apartment 310 opts not to return to Apartment 310, Complainant will be given first right of refusal to view Apartment 310 and after viewing Apartment 310, Complainant will be given five (5) business days to agree in writing to either relocate to Apartment 310 as part of Respondents' Relocation Plan or return to Apartment 410.

14. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainant agrees to follow Respondents' rules, regulations, and lease agreement. Complainant also agrees to refrain from posting documents related to her tenancy in the public areas of the interior or exterior at Bluff Towers (tenant building) and at Knudson Management Company, Inc. (property management office building). Instead, Complainant agrees to communicate with Respondents about her tenancy through email or in-person meetings as set forth in Term 15 below.

Complainant agrees to follow Dillman Place Apartments' (DPA) rules, regulations and lease agreement. Complainant agrees that if she is evicted from DPA for good cause without regard to any protected personal characteristic or in retaliation for filing this complaint, then per the Bluffs Towers Relocation Plan documents that were provided to all residents, including Complainant, she will not be eligible to return to Bluffs Towers.

15. Complainant is a person with a hearing disability. Complainant and Respondents have agreed, as a reasonable accommodation, they will first communicate with each other via email. Complainant has designated two email addresses: water4plants@gmail.com and chenoweth_1@yahoo.com. If in the future, Complainant wants to change the designated email address she will provide written notice to Respondents.

If email is not sufficient and an in-person meeting is necessary, the party requesting the meeting will give at least 24 hours' notice via email and provide an agenda of the topics to be discussed during the meeting. Respondents agree to provide and pay for a Sign Language Interpreter in order for Complainant to participate in important meetings which are meetings defined as meetings involving decision-making activities affecting Complainant's legal rights or financial obligations as a tenant. If Respondents are unable to retain a Sign Language Interpreter within the 24-hour period after the meeting request, then the parties agree that the meeting can be postponed to a reasonable date agreed upon by the parties when a Sign Language Interpreter is available. If Complainant or Respondents request a meeting to discuss issues not related to activities affecting Complainant's legal rights or financial obligations as a tenant, Complainant agrees she will be responsible to find a friend who can serve as a Sign Language Interpreter.

The parties agree, if providing a Sign Language Interpreter is found to be an undue financial and administrative hardship, the parties will engage in an interactive process for the purpose of developing an agreed-upon strategy to provide an effective alternative means of enabling Complainant to participate in important meetings to protect her legal and financial rights.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to place documentation in Complainant's tenant file detailing their commitment to provide Complainant reasonable accommodations as detailed above.

16. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents agree to remove from Complainant's tenant file and Respondents' records all documents related to allegations of non-compliance regarding her tenancy.
17. Upon signing this Agreement, Respondents agree to allow Larry Chenoweth to visit Complainant as a guest at Bluffs Towers and to assist Complainant with her move. Complainant agrees that Mr. Chenoweth must follow all Respondents' rules and regulations. Complainant agrees Dillman Place Apartments are not owned or managed by Respondents and Complainant agrees Larry Chenoweth will have to follow Dillman Place Apartments' visitor rules.

Reporting and Record-Keeping

18. Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to send documentation to the Commission, verifying the Fair Housing Posters have been posted, as evidence of compliance with Term 12 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319

Stephanie Knudson, RESPONDENT

Date

Bluffs Towers, LP, LTD, RESPONDENT

Date

Vicki L. Welch, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date