

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 10-15-68033  
HUD# 07-16-0091-8

## **PARTIES TO THE SETTLEMENT AGREEMENT**

### **RESPONDENTS**

#### **JULIE PALACK**

Town Square Apartments  
136 West I Street - Office  
Forest City, Iowa 50436

#### **LIFE-STYLE, INC.**

311 North Cedar Street  
Owatonna, Minnesota 55060

#### **FOREST CITY PARTNERS**

c/o Life Style Management, LLP; Attn: Jodi  
311 North Cedar Street  
Owatonna, Minnesota 55060

### **COMPLAINANT**

#### **KENNETH WELSH**

136 West I Street Apartment 113  
Forest City, Iowa 50436

and

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14th Street  
Des Moines, Iowa 50319

#### Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation when they refused to provide a reserved parking space for him near the entrance closest to his apartment, resulting in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 35-unit apartment complex, located at 136 West I Street, Apartment 113, Forest City, Iowa 50436.

Respondents deny having discriminated against Complainant, but have agreed to settle any and all claims raised in this complaint by entering into this Predetermination Settlement Agreement.

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 sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.  
Iowa Code § 216.8(1)(a).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin.  
42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

3. Respondents 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 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)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

5. Respondents acknowledge their obligation under the FHA and ICRA to designate a reserved parking space as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

After receiving a request, housing providers must consider the following:

- (1) Does the person seeking a reasonable accommodation have a disability (a physical or mental impairment that substantially limits one or more major life activities)?
- (2) Does the person making the request have a disability-related need for a reserved parking space? (afford a person with disabilities an equal opportunity to use or enjoy the dwelling).

A request for accommodation can be denied if the accommodation would impose an undue financial and administrative burden or if it would fundamentally alter the essential nature of the housing provider's services. "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under The Fair Housing Act*, May 17, 2004, at 7.

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation.

### **Voluntary and Full Settlement**

6. The parties acknowledge this 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 his 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, 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.

### **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 Poster**

12. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the federal 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/2015/2015FHPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

## **New Policy and Practice**

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests for assigned or designated parking by tenants or prospective tenants with disabilities as requests for reasonable accommodation. These standards and procedures shall comply with the requirements of the ICRA and FHA.

As part of their new standards and procedures, Respondents shall use the following forms or forms substantially equivalent:

- Fact Sheet- Parking for Persons with Disabilities and Fair Housing
- Parking for Persons with Disabilities Staff Guidelines Policy (Attachment 1)
- Request Form (For written requests) (Attachment 2)
- Request Form (for requests taken by telephone) (Attachment 3)
- Decision Form (Attachment 4)

Respondents also agree to send documentation to the Commission, verifying new standards and procedures have been adopted, within 30 days of receiving a closing letter from the Commission.

## **Relief for Complainant**

14. Respondents agree to provide Complainant with a reserved parking space located in parking space #14 (Respondent Exhibit A, attached).

Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a letter, stating documentation has been placed in Complainant's tenant file verifying Respondents have granted his reasonable accommodation request and designated a reserved parking space for Complainant.

15. 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 and regulations, as well as the terms of their lease agreement.

## **Reporting and Record-Keeping**

16. Respondents shall send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters, as evidence of compliance with Term 13 of this Agreement.

17. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission with copies of their policies and forms, as objective evidence that Respondents have revised their policies and practices, in compliance with Term 14 of this Agreement.
  
18. Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send to both Complainant and the Commission a letter, stating documentation has been placed in Complainant’s tenant file verifying Respondents have granted his reasonable accommodation request and designated a reserved parking space for Complainant.

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

Julie Palack, RESPONDENT	Date
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Life-Style, Inc., RESPONDENT	Date
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Forest City Partners, RESPONDENT	Date
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Kenneth Welsh, COMPLAINANT	Date
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Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date
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