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For the plaintiff United States of America

~~U.S. 975  
U.S. 11 2002  
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**U. S. COURTS**

**OCT 21 2003**

REC'D \_\_\_\_\_ FILED *LS*  
CAMERON S. BURKE  
CLERK IDAHO

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
)  
v. )  
)  
PACIFIC NORTHWEST ELECTRIC )  
INC., WALTER T. SIGMONT, )  
RUTH A. SIGMONT, EDMONDS )  
CONSTRUCTION CO., INC., )  
WIRT EDMONDS, FRANCIS D. )  
EDMONDS, PNE CONSTRUCTION, )  
CAPSTONE INC., and )  
TEAL-WHITWORTH ARCHITECTS, )  
P.A., )  
)  
Defendants. )

CIVIL NO. 01-019-S-BLW

CONSENT DECREE

EDMONDS CONSTRUCTION CO.,	)
INC., WIRT EDMONDS and	)
FRANCIS D. EDMONDS,	)
	)
Third Party Plaintiffs,	)
	)
v.	)
	)
PINNACLE ENGINEERS, INC., an	)
Idaho corporation; and JOHN BADIOLA,	)
an individual; and LOREN D. WILLIAMS,	)
d/b/a WILLIAMS & ASSOCIATES,	)
	)
Third Party Defendants.	)
	)
<hr/>	)
PACIFIC NORTHWEST ELECTRIC, INC.	)
	)
Third Party Plaintiff,	)
	)
v.	)
	)
PAT TEALEY, d/b/a TEALEY'S	)
LAND SURVEYING,	)
	)
Third Party Defendant.	)
	)
<hr/>	)

1. This Consent Decree resolves the above-captioned case brought by the United States of America against defendants Pacific Northwest Electric, Inc., Walter T. Sigmont, Ruth A. Sigmont, Edmonds Construction Co., Inc., Wirt Edmonds, Francis D. Edmonds, PNE Construction, Capstone Inc., and Teal-Whitworth Architects (collectively referred to as "the Defendants"), as well as the third-party complaints brought by defendants/third-party plaintiffs Edmonds Construction Co., Inc., Wirt Edmonds and Francis D. Edmonds against third-party defendants Pinnacle Engineers, Inc. and John Badiola and defendant/third-party plaintiff Pacific Northwest Electric, Inc. against third-party defendant Pat Tealey.

(Docket No. 297)

## I. INTRODUCTION

2. On January 11, 2001, the United States filed a complaint alleging that the Defendants engaged in a pattern or practice of discrimination against persons with disabilities or denied fair housing rights to a group of persons with disabilities and that such denial raises an issue of general public importance, by failing to design and construct certain apartment complexes in Boise, Idaho, in accordance with the Fair Housing Act ("the Act"). 42 U.S.C. § 3604(f)(1), (2) & (3)(C). There are five "subject properties" (listed in the order in which they were built):

a) Eagleson Park Apartments is located at 1710, 1714, 1716, 1718 and 1720 South Eagleson Road.<sup>1</sup> Eagleson Park has 20 apartments in 5 buildings, with 10 covered units on the ground floor. Building permits for Eagleson Park were issued on May 15, 1992.

b) Imperial Court Apartments is located at 4824, 4850, 4876, 4900, 4908 and 4920 West Blodgett Road. Imperial Court has 24 apartments in six buildings. Twelve of these units are covered ground floor units. Building permits for Imperial Court were issued on April 23, 1993.

c) Grayling Place Apartments is located at 545, 550, 567 and 584 South Dalton Avenue; 9056, 9072, 9086, 9100 and 9114 West Sigmont Lane; and 540, 553, 565 and 578 South Workland Lane. Grayling Place has 52 apartments in 13 buildings. Twenty-six units are on the ground floor. Building permits for Grayling Place were issued on July 22, 1993.

d) Lawton Apartments, now known as Harborview Station, is located at 3430, 3436, 3452, 3474 and 3498 North Street. Lawton Apartments has 20 apartments in 5 buildings, with 10 covered units on the ground floor. Building permits for Lawton Apartments were issued on March 17, 1995.

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<sup>1</sup>Eagleson also has a triplex which is not covered by the Act.

e) Jade Village Apartments is located at 6715, 6719, 6723, 6727, 6733, 6761, 6775, 6787, 6799 and 6841 West Overland Road. Jade Village has 40 apartments in 6 buildings. The 20 ground floor units are covered. Building permits for Jade Village were issued on October 5, 1995 and July 3, 1996.

3. Each of the above-described buildings at the subject properties was built for first occupancy after March 13, 1991. Each of the 78 ground-floor apartments is a "covered multifamily dwelling" within the meaning of 42 U.S.C. § 3604(f)(7)(B). Thus, these units and the public and common use areas in each of the 5 subject properties are required by the Act to contain the features of accessible and adaptable design set forth at 42 U.S.C. § 3604(f)(3)(C).

4. The Intermountain Fair Housing Council filed complaints with the Department of Housing and Urban Development concerning each of these apartment complexes beginning in 1998. It diverted resources from other activities to investigate and pursue these complaints.

5. Defendants Pacific Northwest Electric, Inc., Walter T. Sigmont, Ruth A. Sigmont, and PNE Construction (collectively referred to as "PNE Defendants") were the developers and/or owners of all 5 subject properties. Defendants Edmonds Construction Co., Inc., Wirt Edmonds and Francis D. Edmonds (collectively referred to as "Edmonds Defendants") were, together with the PNE Defendants, the developers and/or owners of three of the subject properties, specifically Grayling Place, Lawton and Jade Village Apartments. The PNE and Edmonds Defendants sold the subject properties after they were constructed. For the most part, individual investors currently own each of the buildings in the subject properties. (Lawton Apartments is the exception with one owner for the entire complex).

6. Tealcy created the site plan for all but Jade Village's exterior portions. Pinnacle

Engineers and John Badiola assisted in preparing the design plans for Jade Village's buildings, with the former also preparing the site plans for Jade Village's exterior portions. Teal-Whitworth Architects designed Lawton Apartments' buildings. Capstone Inc. designed Jade Village's buildings.

7. The United States and the Defendants agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1345 and 42 U.S.C. § 3614(a). The parties also agree that the claims against the Defendants and Third-Party Defendants should be resolved without further proceedings and an evidentiary hearing. Agreement to the terms of this Decree does not constitute any admission of liability on the part of Defendants and Third-Party Defendants. Therefore, as indicated by the signatures appearing below, the parties agree to the entry of this Consent Decree.

It is hereby ORDERED, ADJUDGED AND DECREED:

## **II. GENERAL INJUNCTION**

8. The Defendants, their officers, employees, agents, successors and assigns, and all other persons in active concert or participation with them are enjoined from discriminating on the basis of disability, as prohibited by the Act, 42 U.S.C. § 3604(f)(1)-(3).<sup>2</sup>

## **III. CORRECTIVE ACTIONS**

9. Defendants recognize that the ground-floor apartments and public and common use areas at the five subject properties have not met the Act's design and construction requirements. To address these violations, Defendants agree to take the following corrective actions with respect to the covered ground-floor dwellings and the public and common use areas at the subject

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<sup>2</sup> This document uses the term "disability" rather than "handicap" which the Act uses.

complexes. Defendants shall be responsible for taking the corrective actions at the complexes as follows: the PNE defendants -- all 5 complexes; the Edmonds defendants -- Grayling, Lawton and Jade Village; Teal-Whitworth -- Lawton; Capstone -- Jade Village.

10. Within 90 days from the date of entry of this Decree, Defendants, at their expense, shall modify the public and common use areas of the subject properties and each of the 78 apartments as specified in Appendices C-G. Plaintiff understands that Defendants have obtained permission from all relevant owners to complete such modifications and have been in the process of completing some of these modifications. The total cost of this retrofitting at the five complexes is expected to be approximately \$300,000.00.<sup>3</sup>

11. Within 120 days from the entry of this Decree, an architectural firm approved by the United States shall conduct on-site surveys at the subject complexes and provide written certification to the parties as to whether or not the Defendants have correctly made the modifications set forth in Appendices C-G.<sup>4</sup> Defendants shall pay all costs associated with the surveys. They shall give the United States adequate notice of such surveys so that the United States may send representatives to such survey. Defendants shall promptly correct any deficiencies identified by the survey.

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<sup>3</sup>Because Defendants have not completed these retrofits, the parties are unable to determine the exact amount such retrofits will cost. However, the amount specified is a good faith estimate of the costs of retrofitting the properties. The parties acknowledge that the amount specified does not represent either a minimum or maximum amount Defendants shall pay to perform the retrofits and that the actual costs of retrofitting may exceed or be less than this good faith estimate.

<sup>4</sup>All submissions to plaintiff United States or its counsel shall be made to: U.S. Department of Justice, Civil Rights Division, Housing & Civil Enforcement Section -- NWB, 950 Pennsylvania Ave., N.W., Washington, D.C. 20530, Attn: DJ No. 175-22-27.

#### **IV. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION**

12. For the term of this Decree, each Defendant shall maintain, and provide to the United States upon request, the following information and statements regarding any covered multifamily dwellings intended to be developed, built or designed, in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a fifty-percent (50%) or larger ownership share: (1) the name and address of the project; (2) a description of the project and the individual units; (3) the name, address, and telephone number of the site engineer involved with the project; (4) the name, address and telephone number of the architect involved with the project; and (5) a statement from the architect describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible building and housing design and certifying that he/she has reviewed the architectural plans for the project and that design specifications therein fully comply with the requirements of the Fair Housing Act, the Guidelines and HUD's Fair Housing Act Design Manual. If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or complex, Defendants shall obtain and maintain (and provide to the United States upon request) a statement from the architect that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act, the Guidelines and the Design Manual.

#### **V. DAMAGES FOR INTERMOUNTAIN FAIR HOUSING COUNCIL**

13. The Defendants shall pay to the Intermountain Fair Housing Council a total of \$5,000 in monetary damages. The Defendants shall pay said money within 30 days of the date of entry of this Decree, by sending a check in the applicable amount payable to Intermountain Fair

Housing Council, at 310 North 5<sup>th</sup> Street, Boise ID 83701, provided that no amount shall be paid pursuant to this paragraph before the Intermountain Fair Housing Council has executed a copy of the written release at Appendix A.

#### **VI. DAMAGES FOR AGGRIEVED PERSONS**

14. Within 30 days of the entry of this Decree, Defendants shall deposit in an interest-bearing escrow account the total sum of \$29,000 for the purpose of compensating any aggrieved persons who may have suffered as a result of Defendants' failure to design and construct the subject properties in compliance with the Act. Any interest that accrues shall be the property of the fund.

15. Within 15 days of the entry of this Decree, the Defendants shall publish the Notice to Potential Victims of Housing Discrimination ("Notice") at Appendix B informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in the Idaho Statesman. The publication dates shall be separated from one another by at least 21 days, and at least two of the publication dates shall be a Sunday. Within 10 days of each publication date, the Defendants shall provide the newspaper containing the Notice to counsel for the United States. Within 15 days of the entry of this Decree, the Defendants also shall send a copy of the Notice to the following organizations: 1) Intermountain Fair Housing Council, 310 North 5<sup>th</sup> St., Boise, ID 83701; 2) Living Independent Network Center (LINC), 2500 Kootenai St., Boise, ID 83705; and 3) Co-Ad, Inc. 4477 Emerald St., Suite B-100, Boise, ID 83706.

16. Within 30 days of the entry of this Decree, the Defendants shall send by first-class mail, postage prepaid, a copy of the Notice to each tenant of the ground-floor apartments at the



subject properties. Within 45 days of entry of this Decree, the Defendants shall provide to counsel for the United States proof that the Notice has been sent. Nothing in this section shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

17. Allegedly aggrieved persons shall have 120 days from the date of the entry of this Decree to contact the United States in response to the Notice. The United States shall investigate the claims of allegedly aggrieved persons and, within 180 days from the entry of this Order, shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform the defendants in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. The Defendants shall have 14 days to review the declaration and provide any documents or information that they believe may refute the claim to the United States. After receiving Defendants' comments, the United States shall submit its final recommendations to the Court for approval, together with a copy of the declarations and any additional information submitted by Defendants. When the Court issues an order approving or changing the United States's proposed distribution of funds for aggrieved persons, Defendants shall within 10 days of the Court's Order deliver to counsel for the United States checks payable to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States and Defendants a release agreement similar in form to that attached as Exhibit A.

18. In the event that less than the total amount in the fund including accrued interest is distributed to aggrieved persons, the Court hereby approves Defendants' proposal that such funds be paid to Living Independent Network Center (LINC), 2500 Kootenai St., Boise, ID 83705.

19. Defendants shall permit the United States, upon reasonable notice, to review any records that may facilitate its determinations regarding the claims of alleged aggrieved persons.

#### **VII. EDUCATIONAL PROGRAM**

20. Within 60 days of the date of entry of this Consent Decree, Defendants shall provide a copy of this Decree to all management employees involved in the design, construction, sale or rental of covered multifamily dwellings and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Decree, and had an opportunity to have questions about the Decree answered. This statement shall be substantially in the form of Appendix H.

21. During the term of this Decree, within 60 days after the date he or she commences employment with Defendants, each new management employee involved in the design, construction, sale or rental of covered multifamily dwellings shall be given a copy of this Decree and required to sign the statement acknowledging that he or she has received and read the Decree, and had an opportunity to have questions about the Decree answered. This statement shall be substantially in the form of Appendix II.

22. Each Defendant shall also ensure that it and any employees having supervisory authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the HUD Guidelines and the HUD Design Manual.

#### **VIII. PUBLIC NOTICE OF NON-DISCRIMINATION POLICY**

23. Within 10 days of the date of entry of this Decree, Defendants shall post and prominently display in the sales or rental offices of any covered multifamily dwellings owned or operated by him/her/it a sign no smaller than 10" by 14" indicating that all dwellings are available for sale or rental on a nondiscriminatory basis. The Defendants shall also post such a sign in the sales or rental office of any other covered multifamily housing developed or acquired by it during the term of this Decree within 10 days of when that defendant commences construction or purchases the property. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

**IX. ADDITIONAL REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

24. For the duration of this Decree, each Defendant shall advise counsel for the United States in writing within 15 days of receipt of any written administrative or legal complaint against that Defendant, his/her/its employees or agents, regarding discrimination in housing on the basis of disability, or regarding retaliation, in violation of the Fair Housing Act. The relevant Defendant also shall promptly provide the United States all information it may request concerning any such complaint.

25. For the duration of this Decree, the Defendants are required to preserve all records related to this Decree. Upon reasonable notice to the Defendants, representatives of the United States shall be permitted to inspect and copy any of Defendants' records or inspect any covered dwelling that is the subject of this Decree or that is under the Defendants' control at any and all reasonable times so as to determine compliance with the Consent Decree; provided however that the United States shall endeavor to minimize any inconvenience to the Defendants from such inspections.

26. Within 180 days after the entry of this Decree, and thereafter on the anniversary of entry of this Decree throughout the term of the Decree, the Defendants shall submit a report that includes the following:

a. the signed statement of each agent and employee acknowledging that he/she received, read and understands the Decree; and

b. all advertising or promotional literature regarding any covered multifamily dwellings.

In the event that a Defendant does not own or manage any such dwellings, no reports shall be required.

#### **X. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION**

27. This Consent Decree shall remain in effect for two years after the date of its entry. The complaint in this action shall be dismissed with prejudice. The Court, however, shall retain jurisdiction for the term of this Consent Order to enforce the terms of the Order. The United States may move the Court to extend the duration of the Order in the interests of justice.

28. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Defendants to perform in a timely manner any act required by this Decree or to act in violation of any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

29. By consenting to entry of this Decree, the United States and the Defendants agree

that in the event it is determined in any future action or proceeding brought by the United States or any agency thereof that any of the Defendants engaged in any violation(s) of the Fair Housing Act that began or continued after entry of this Decree, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

### **XI. TIME FOR PERFORMANCE**

30. Any time limits for performance imposed by this Consent Decree may be extended by the written mutual agreement of the United States and the relevant Defendant(s).

### **XII. DISMISSAL OF THIRD-PARTY DEFENDANTS**

31. The complaints against the third party defendants are hereby dismissed without prejudice pursuant to the agreement between Defendants/third-party plaintiffs and the third-party defendants to engage in mediation and arbitration, as placed on the record during the April 8, 2003, mediation.

### **XIII. COSTS OF LITIGATION**

32. Each party to this Consent Decree shall bear its own costs and attorney's fees associated with this litigation.

**IT IS SO ORDERED** on this 21<sup>st</sup> day of October, 2003.

  
\_\_\_\_\_  
B. LYNN WINMILL  
Chief Judge, United States District Court

Agreed to by the parties as indicated by the signatures of counsel below:

**FOR PLAINTIFF UNITED STATES:**

10/08/03 Timothy J. Moran  
DATE STEVEN H. ROSENBAUM, Chief  
TIMOTHY J. MORAN, Deputy Chief  
KATHLEEN M. PENNINGTON, Trial Attorney  
U.S. Department of Justice  
950 Pennsylvania Ave., NW – NWB Rm. 7002  
Civil Rights Division  
Housing & Civil Enforcement Section  
Washington, D.C. 20530  
202-353-9759

**FOR DEFENDANTS PACIFIC NORTHWEST ELECTRIC, INC.,  
WALTER T. SIGMONT, RUTH A. SIGMONT, and PNE CONSTRUCTION:**

8/14/03 Lance Salladay  
DATE LANCE SALLADAY, Esq.  
Salladay & Davis  
222 N. 13<sup>th</sup>, Suite 250  
Boise ID 83702  
208-429-1200

**FOR DEFENDANTS EDMONDS CONSTRUCTION CO., INC.,  
WIRT EDMONDS and FRANCIS D. EDMONDS:**

8/14/03 David Penny  
DATE DAVID PENNY, Esq.  
Cosho, Humphrey, Greener & Welsh, PA  
815 W. Washington St.  
Boise, ID 83702  
(208) 344-7811

**FOR DEFENDANT CAPSTONE, INC.:**

7/28/03 *Robert A. Anderson*  
 DATE ROBERT A. ANDERSON, Esq.  
~~Martha Wherry, Esq.~~ *Randall L. Schartz Esq.*  
 Anderson, Julian & Hull  
 PO Box 7426  
 Boise, ID 83707-7426  
 (208) 344-5800

**FOR DEFENDANT TEAL-WHITWORTH ARCHITECTS, P.A.:**

DATE RICHARD A. CUMMINGS, Esq.  
 999 Main St., Suite 911  
 PO Box 1545  
 Boise, Idaho 83701  
 (208) 367-0722


**FOR THIRD-PARTY DEFENDANTS PINNACLE ENGINEERS and BRIAN BADIOLA:**

DATE THERESA KITAY, Esq.  
 Coughlin & Kitay  
 3091 Holcomb Bridge Rd., Suite A-1  
 Norcross, GA 30071

**FOR DEFENDANT CAPSTONE, INC.:**

DATE \_\_\_\_\_ ROBERT A. ANDERSON, Esq.  
Martha Wharry, Esq.  
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8/14/03   
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**FOR THIRD-PARTY DEFENDANTS PINNACLE ENGINEERS and BRIAN BADIOLA:**

DATE \_\_\_\_\_ THERESA KITAY, Esq.  
Coughlin & Kitay  
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Norcross, GA 30071



**FOR DEFENDANT CAPSTONE, INC.:**

DATE \_\_\_\_\_ ROBERT A. ANDERSON, Esq.  
Martha Wharry, Esq.  
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**FOR DEFENDANT TEAL-WHITWORTH ARCHITECTS, P.A.:**

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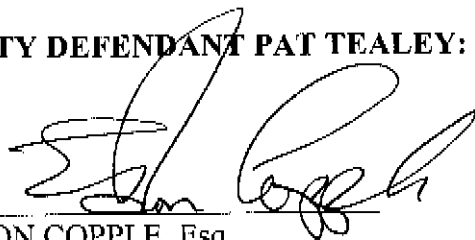
**FOR THIRD-PARTY DEFENDANTS PINNACLE ENGINEERS and BRIAN BADIOLA:**

8/12/2003 Theresa L Kitay  
DATE THERESA KITAY, Esq.  
Coughlin & Kitay  
3091 Holcomb Bridge Rd., Suite A-1  
Norcross, GA 30071

**FOR THIRD-PARTY DEFENDANT PAT TEALEY:**

9/16/03

DATE



E. DON COPPLE, Esq.

Davison, Copple, Copple & Copple, Attorneys at Law

199 N. Capitol Blvd., Suite 600

PO Box 1583

Boise, ID 83701

APPENDIX A

RELEASE OF CLAIMS

In consideration of the payment of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), pursuant to the Consent Decree entered in United States v. Pacific Northwest Electric, Inc., CIV-01-0019-S-BLW (D. Id.), I hereby release the defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the action. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX B

### NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION BECAUSE OF DISABILITY AT BOISE APARTMENTS

On \_\_\_\_\_, 2003, the United States District Court for Idaho entered a Consent Order resolving a lawsuit brought by the United States against the builders and architects of five Boise apartment complexes. The United States alleged that the complexes were inaccessible to persons with physical disabilities. Under this Consent Order, you may be entitled to receive monetary relief if you or your family member:

- asked about or applied to rent an apartment,
- rented an apartment but were unable to access portions of it or the complex,
- were discouraged from renting an apartment because it was inaccessible, either in whole or in part,
- paid to have any portion of your unit or the complex made accessible
- or were otherwise harmed in any way by the lack of accessibility at a complex.

The five apartment complexes are:

**Grayling Place** located at 545, 550, 567 & 584 S. Dalton Ave., 9056, 9072, 9086, 9100 & 9114 W. Sigmont Ln., & 540, 553, 565 & 578 S. Workland Ln.;

**Jade Village** located at 6715, 6719, 6723, 6727, 6733, 6761, 6775, 6787, 6799 & 6841 W. Overland Rd.;

**Imperial Court**, also known as **Blodgett**, located at 4824, 4850, 4876, 4900, 4908 & 4920 W. Blodgett Rd.;

**Eagleson Park** located at 1710, 1714, 1716, 1718 & 1720 S. Eagleson Rd.;

**Harborview Station**, formerly known as **Lawton Apartments**, located at 3430, 3436, 3452, 3474 & 3498 North St.

The United States alleged that these complexes are not accessible to persons with physical disabilities for various reasons, including: 1) Some front entrances have steps; 2) Front doors do not have lever hardware; 3) Interior doorways are too narrow for many wheelchairs; 4) Bathrooms and/or kitchens do not have sufficient space for persons in wheelchairs to move around; 5) Common use areas lack curb cuts, sidewalks and accessible parking or have steep sidewalks; 6) Some ground-floor apartments have electrical outlets or thermostats that are too high or too low to be reached by persons using wheelchairs; 7) Ground-floor apartment bathroom walls are not reinforced to allow the later installation of grab bars.

If you believe you have been injured by the lack of access at any of these apartment complexes, or if you have any information about anyone who may have been injured at one of the

complexes because of his/her disability, please contact the U.S. Department of Justice, at 1-800-896-7743 ext. 3. You may also write to: U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 950 Pennsylvania Ave., NW – NWB Bldg., Rm. 7002, Washington, D.C., 20530. Attn. 175-22-27.

**NOTE: You must call or write no later than [INSERT DATE 90 DAYS AFTER PUBLICATION OF ADVERTISEMENT].**

## APPENDIX C-1

### Eagleson Park Apartments

#### Common Areas

1. The sidewalks from the parking to 1706, 1710, 1714 and 1718 S. Eagleson, which have cross slopes ranging from 3.1% to 5.6%, shall be replaced with cross slopes not to exceed 2%, consistent with ANSI A117.1.<sup>5</sup>
2. Wheel stops shall be added in parking spaces adjacent to walkways, so that overhanging car bumpers do not narrow the sidewalk to under 36".
3. The main sidewalk shall be extended to the mailboxes and the public street and sidewalk and shall be consistent with ANSI A117.1.
4. Curb ramps shall be added to provide accessible routes from 1710-1720 S. Eagleson to the mailboxes, parking, trash, and the public street and sidewalk. In addition, the curb ramp at 1706 S. Eagleson shall be replaced with a ramp. All ramps shall meet the requirements of ANSI A117.1.
5. The walkway at 1720 S. Eagleson shall be extended and a curb ramp provided allowing access to the designated accessible parking space and mailboxes across the drive.
6. An accessible parking space shall be provided under a carport.
7. In lieu of an accessible garage, an accessible parking space under a carport shall be provided, having an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1. This shall be in addition to the space provided in preceding paragraph 6.
8. An accessible visitor's parking space shall be provided.
9. The access aisle at the designated accessible parking at 1706 S. Eagleson shall be modified to remove cross slopes exceeding 2%.
10. Signage denoting all accessible parking spaces, in accordance with ANSI A117.1, shall be provided, mounted at 60" or higher.

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<sup>5</sup>Where this Order requires compliance with provisions of ANSI A117.1, compliance with the 1986 edition shall be required. If Defendants elect to use a standard other than ANSI in complying with any portion of the decree that refers to ANSI, Defendants shall inform the United States in writing of the standard they intend to use. Such standard must provide access that is "essentially equivalent to" or "greater" than ANSI A117.1-1986. See 54 Fed. Reg. 3241 (Jan. 23, 1989).

11. A railing shall be added around the underside of the stairs at the areas lower than 80" to allow for detection. The fire extinguisher shall be moved so it can be reached but is not a protruding object.

## APPENDIX C-2

### Eagleson Park Apartments

#### Units

1. The exterior doorknobs of the front doors shall be replaced with lever handles.
2. The front door threshold shall be replaced with one that is no higher than ½" and beveled consistent with ANSI A117.1.
3. The doorways for all interior doors (bedroom and bathroom) shall be widened and the doors replaced with doors that are at least 34" wide and provide a nominal clear width opening of at least 32" when the door is open 90 degrees. The doorways for the patio and patio storage doors shall be widened by adding offset hinges so that each has a nominal clear width opening of at least 32."
4. The patio shall be raised so that it is no more than 4" below the door.
5. The patio door threshold shall be replaced with one that is no higher than ½" and beveled consistent with ANSI A117.1.
6. The thermostats shall be lowered to 48" above the floor.
7. The kitchen counter outlets shall be lowered so that they are no higher than 46".
8. The cabinets underneath and to the side of the kitchen sinks shall be removed or made removable so that there is a clear floor space of 30" x 48" adjacent to and under the sink, finished floor underneath and insulation on the pipes.
9. Reinforcements for future installation of grab bars shall be provided at the tub and toilet.



## APPENDIX D-1

### Imperial Court Apartments

#### Common Areas

1. The steps at each ground-floor unit's front entry shall be replaced with a sloped sidewalk and a landing at the door in accordance with ANSI A117.1.
2. Curb ramps that comply with ANSI A117.1 shall be added at the end of the sidewalk in front of 4908 and 4920 W. Blodgett, and across the parking area from those two buildings at the sidewalk connecting the other four buildings.
3. A curb ramp and sidewalk shall be added providing access to the jungle gym and sandbox.
4. The curb ramps shall be replaced with new curb ramps recessed into the walkway, consistent with ANSI A117.1.
5. The mailboxes shall be turned around so that they may be approached from the sidewalk rather than the street with the highest boxes no higher than 54" above the ground.
6. An accessible parking space under a carport shall be provided.
7. In lieu of an accessible garage, an accessible parking space under a carport shall be provided, having an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1. This shall be in addition to the space provided in preceding paragraph 6.
8. An accessible visitor's parking space shall be provided.
9. Signage denoting all accessible parking spaces, in accordance with ANSI A117.1, shall be provided, mounted at 60" or higher.
10. A railing around the underside of the stairs at the areas lower than 80" shall be added to allow for detection, and the fire extinguisher shall be moved so it can be reached but is not a protruding object.

## APPENDIX D-2

### Imperial Court Apartments

#### Units

1. The exterior doorknobs of the front doors shall be replaced with lever handles.
2. The front door threshold shall be replaced with one that is no higher than ½" and beveled consistent with ANSI A117.1.
3. The doorways for all interior doors (bedroom and bathroom) shall be widened and the doors replaced with doors that are at least 34" wide and provide a nominal clear width opening of at least 32" when the door is open 90 degrees. The doorways for the patio and patio storage doors shall be widened by adding offset hinges so that each has a nominal clear width opening of at least 32."
4. The patio shall be raised so that it is no more than 4" below the door.
5. The patio door threshold shall be replaced with one that is no higher than ½" and beveled consistent with ANSI A117.1.
6. The thermostats shall be lowered to 48" above the floor.
7. The kitchen counter outlets shall be lowered so that they are no higher than 46".
8. The cabinets underneath and to the side of the kitchen sinks shall be removed or made removable so that there is a clear floor space of 30" x 48" adjacent to and under the sink, finished floor underneath and insulation on the pipes.
9. Reinforcements for future installation of grab bars shall be provided at the tub and toilet.
10. The electrical outlets in the walls shall be raised so that the lowest outlet is at or above 15" from the floor.
11. The route into the bathroom shall be widened to provide 36" of clear space by moving the laundry closet wall in.

## APPENDIX E-1

### Grayling Place Apartments

#### Common Areas

1. The step at the front door to each unit shall be replaced with a sloped sidewalk and a landing at each door in accordance with ANSI A117.1.
2. The access aisle at the accessible parking space at 550 S. Dalton, which has a cross slope of 5%, and the sidewalks from the parking to 565 S. Workland, 553 S. Workland, 550/554 S. Dalton, 578 S. Workland, 540 S. Workland and 9086 W. Sigmont, which have cross slopes ranging from 3.5% to 3.8%, shall be replaced with cross slopes not to exceed 2%, consistent with ANSI A117.1.
3. Curb ramps and/or sidewalks, consistent with ANSI A117.1, must be added so that all buildings have access to the designated accessible parking, mailboxes, gazebo/play area, trash, common areas, and public streets and sidewalks.
4. The mailboxes shall be turned around so that they may be approached from the sidewalk rather than the street and the highest boxes are no higher than 48".
5. Two accessible parking spaces under carports shall be provided, each having an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1 (and mounted at 60" or higher).
7. An accessible visitor's parking space, with curb ramps and signage consistent with ANSI A117.1, shall be provided with an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1 (and mounted at 60" or higher).
8. The main walkway shall be extended to the gazebo and play area, with ramps consistent with ANSI A117.1 (including handrails if sloped between 5%-8.33%) replacing the steps.
9. For one trash area, the gate latch shall be lowered to under 48" and the sidewalk shall be widened to 36".
10. A railing shall be added around the underside of the stairs at the areas lower than 80" to allow for detection. The fire extinguishers shall be moved so they can be reached but are not protruding objects.

## APPENDIX E-2

### Grayling Place Apartments

#### Units

1. The exterior doorknobs of the front doors shall be replaced with lever handles.
2. All interior doorways (bedroom, bathroom and walk-in closets) shall be widened and the doors replaced with doors that are at least 34" wide and provide a nominal clear width opening of at least 32" when the door is open 90 degrees.
3. The sliding glass patio doors shall be replaced with swing doors and a glass sidelight so that each doorway has a nominal clear width opening of 32" (and an interior threshold of ½" or less consistent with ANSI A117.1).
4. Thermostats shall be lowered to 48" for a parallel approach.
5. Electrical outlets shall be moved as follows: wall and patio outlets must be raised so that the lowest outlet is 15" or more above the floor, and kitchen and bathroom counter electrical outlets must be lowered to 46" or less above the floor.
6. In all bathrooms, reinforcements for future installation of grab bars shall be provided at the toilet. With respect to all tubs, wing-its, in a number sufficient to provide grab bars at every tub, and 12 sets of grab bars shall be furnished to the homeowners association with the written agreement that the association will notify residents of the wing-its/grab bars' availability and provide them to residents on request.
7. In all bathrooms, the door shall be reversed so it swings out.

## **APPENDIX F-1**

### **Lawton Apartments**

#### **Common Areas**

1. Those portions of the main walkway that have cross slopes exceeding 2% shall be and have been replaced with cross slopes not to exceed 2%, consistent with ANSI A117.1. This includes the sidewalk from the parking to 3430 North St., which has cross slopes ranging from 3.5% to 6.1%, and the walkway adjacent to the mailboxes
2. Wheel stops shall be added at each parking stall that is perpendicular to the main walkway.
3. The walkway shall be extended to the picnic area .
4. Curb ramps shall be added at the following locations: 1) in front of the mailboxes; 2) directly across the driveway from the mailboxes, allowing an accessible route from 3430, 3436, 3452 and 3474 North St. to the mailboxes; 3) at the main walkway across the parking lot from the trash; 4) near North Street to provide access to the public street. Curb ramps must be consistent with ANSI A117.1.
5. An accessible parking spot shall be added under a carport with curb ramp, striping, signage, etc. in accordance with ANSI A117.1.
6. The curb ramp at 3436 North St. shall be replaced with one that is recessed into the walkway and otherwise meets ANSI A117.1.
7. A railing around the underside of the stairs at the areas lower than 80" shall be added to allow for detection, and the fire extinguisher shall be moved so it can be reached but is not a protruding object.

## APPENDIX F-2

### Lawton Apartments

#### Units

1. The exterior doorknobs of the front doors shall be replaced with lever handles.
2. All interior doorways (bedroom, bathroom) shall be widened and the doors replaced with doors that are at least 34" wide and provide a nominal clear width opening of at least 32" when the door is open 90 degrees.
3. The sliding glass patio doors shall be replaced with swing doors and a glass sidelight so that each doorway has a nominal clear width opening of 32" (and a threshold of 1/2" or less consistent with ANSI A117.1).
4. The front door threshold shall be replaced with one that is no higher than 1/2" and beveled consistent with ANSI A117.1.
5. The interior and patio electrical wall outlets shall be at least 15" above the floor.
6. The kitchen counter outlets shall be no higher than 46" above the floor.
7. The thermostats shall be no higher than 48" above the floor.
8. The wing wall adjacent to the kitchen sink shall be removed so that it extends no further out than the sink.
9. In all bathrooms, reinforcements for future installation of grab bars shall be provided at the toilet. With respect to all tubs, wing-its, in a number sufficient to provide grab bars at every tub, and 2 sets of grab bars shall be furnished to the homeowners association with the written agreement that the association will notify residents of the wing-its/grab bars' availability and provide them to residents on request.
10. The hall bathroom sink cabinet shall be made removable.
11. The alcove in which the hall bathroom toilet is located shall be expanded so it is least 33" wide and no more than 24" deep. The centerline of the toilet shall be a minimum of 18" from the wall.

## APPENDIX G-1

### Jade Village

#### Common Areas

1. Those portions of the walkway from parking to 6761/6775, 6787, 6799 and 6727 W. Overland St., which have cross slopes ranging from 3% to 4.5%, shall be replaced with cross slopes of 2%, consistent with ANSI A117.1.
2. All steps on the entry walkways to the apartments shall be replaced with walkways that are sloped at no more than 5% (or 8.33% with handrails) and a landing at each door in accordance with ANSI A117.1.
3. Wheel stops shall be added to the parking spaces perpendicular to the sidewalk.
4. The following curb ramps shall be replaced with accessible ramps consistent with ANSI A117.1: 1) at the designated accessible parking space at 6761 W. Overland; 2) both ramps at the trash.
5. A curb ramp consistent with ANSI A117.1 shall be provided at the main walkway across from the mailboxes.
6. An accessible parking space under a carport shall be provided in each of the two separate portions of Jade Village. Each space shall have an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1 (and mounted at 60" or higher).
7. An uncovered accessible parking space shall be provided in that portion of Jade Village that has no accessible parking. The space should have an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1 (and mounted at 60" or higher).
8. Defendants shall seek, and in good faith make their best efforts to obtain, the consent of the Jade Village homeowners' associations to permit Defendants to provide an accessible visitor's parking space, with curb ramps and signage consistent with ANSI A117.1, in each of the two separate portions of Jade Village. Each space should have an accessible recessed curb ramp, painted access aisle and signage in accordance with ANSI A117.1 (and mounted at 60" or higher). If any homeowners association at Jade Village refuses to permit defendants to provide the requisite visitors' parking space, Defendants shall obtain from that homeowners association written confirmation of this refusal and shall promptly forward such confirmation to counsel for the United States. In the event the United States seeks to modify the Consent Decree so as to require the homeowners' association to permit the modifications, Defendants shall not oppose plaintiff's motion to modify the Consent Decree, or the joinder of the homeowners association as a necessary party, for the purpose of ordering the homeowners association to permit Defendant to

make the modifications.

9. Defendants shall seek, and in good faith make their best efforts to obtain, a written agreement from the Jade Village homeowners associations that the mailboxes shall be reassigned so that the boxes for the ground-floor apartments are no higher than 54" above the ground. If any homeowners association at Jade Village refuses to reassign the mailboxes, Defendants shall obtain from that homeowners association written confirmation of this refusal and shall promptly forward such confirmation to counsel for the United States. In the event the United States seeks to modify the Consent Decree so as to require the homeowners association to permit the modifications, Defendants shall not oppose plaintiff's motion to modify the Consent Decree, or the joinder of the homeowners association as a necessary party, for the purpose of ordering the homeowners' association to make the modification.

10. A permanent raised planter edge strip shall be added to allow for detection of the underside of the stairs at locations where the stairs protrude over the walkways to the ground-floor units.

11. A toe piece shall be added around the protruding object on the route from the parking to 6733 W. Overland to allow for detection.



## APPENDIX G-2

### Jade Village

#### Units

1. The exterior doorknobs of the front doors shall be replaced with lever handles.
2. The front door threshold shall be replaced with one that is no higher than ½" and beveled consistent with ANSI A117.1.
3. All interior doors (bedroom, bathroom, laundry room and walk-in closets) and the patio storage doors in the B model apartments shall be widened and the doors replaced with doors that are at least 34" wide and provide a nominal clear width opening of at least 32" when the door is open 90 degrees.
4. The interior patio door threshold shall be replaced with one that is no higher than ½" and beveled consistent with ANSI A117.1.
5. Thermostats must be lowered so operative controls are no higher than 48" above the floor.
6. Wall electrical outlets must be raised so that they are no lower than 15" above the floor, and the kitchen counter electrical outlets must be lowered to 46" or less above the floor.
7. The refrigerator shall be moved away from the end wall, allowing 30" x 48" of parallel clear floor space centered on the refrigerator. If any homeowner refuses to permit this alteration, defendants shall obtain from that owner written confirmation of the refusal and forward such confirmation to counsel for the United States.
8. In all bathrooms, reinforcements for future installation of grab bars shall be provided at the toilet. With respect to all tubs, wing-its, in a number sufficient to provide grab bars at every tub, and 10 sets of grab bars shall be furnished to the homeowners association with the written agreement that the association will notify residents of the wing-its/grab bars' availability and provide them to residents on request.
9. In the Master Bathroom in the A Model, the door shall be made to swing out.
10. In the Hall Bathroom in the A Model, the cabinet under the sink shall be made removable, and the door shall be made to swing out.
11. In the Master Bathroom in the B Model, the cabinet under the sink shall be made removable, the door shall be made to swing out, and the toilet shall be relocated to the opposite wall with the centerline at least 18" from the tub.

12. In the Hall Bathroom in the B Model, the cabinet under the sink shall be made removable, the door shall be made to swing out, and the toilet shall be relocated to the opposite wall with the centerline at least 18" from the tub.

## Appendix H

On \_\_\_\_\_, 2003, I was instructed by \_\_\_\_\_ with respect to my responsibilities under the Consent Order entered by the federal district court in United States v. Pacific Northwest Electric, Inc., Case No. 01-019-S-BLW (D. Idaho), and the federal Fair Housing Act. I have received and read the Consent Order and the federal Fair Housing Act. I understand my legal responsibilities and will comply with those responsibilities. I further understand that the Court may impose sanctions on me if I violate a provision of this Order and that my employer may also discipline me if I violate a provision of this Order. I have been informed by my employer that I will not be reprimanded by my employer for providing information to any law enforcement agency (including the U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, telephone 202-514-4713) or official regarding my employer's compliance with the Fair Housing Act and/or the Consent Order.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Date

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Motion For Entry of Consent Decree and Consent Decree were served by first-class mail, postage prepaid, on the following:

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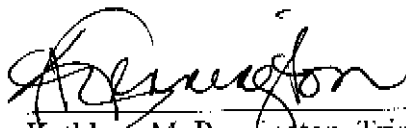
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on this 8th day of October, 2003.



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Civil Rights Division  
Housing & Civil Enforcement Section  
Northwestern Building, Room 7002  
Washington, D.C. 20530  
(202) 353-9759

United States District Court  
for the  
District of Idaho  
October 22, 2003

wm

\* \* CLERK'S CERTIFICATE OF MAILING \* \*

Re: 1:01-cv-00019

I certify that I caused a copy of the attached document to be mailed or faxed to the following named persons:

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 Judge John C. Coughenour  
 Judge Thomas S. Zilly

Cameron S. Burke, Clerk

Date: 10-22-03

BY: WJ  
(Deputy Clerk)