SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

THE CITY OF DES MOINES, IOWA,

AND

THE CITY OF DES MOINES, IOWA, PUBLIC LIBRARY

UNDER THE AMERICANS WITH DISABILITIES ACT

DJ 204-28-72

BACKGROUND

SCOPE OF THE INVESTIGATION

The United States Department of Justice (Department) initiated this matter as a compliance review of Des Moines, Iowa, (including the Des Moines, Iowa, Public Library) (City) under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U. S. C. §§ 12131-12134, and the Department’s implementing regulation, 28 C. F. R. Part 35. Because the City receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U. S. C. § 794, and the Department’s implementing regulation, 28 C. F. R. Part 42, Subpart G.

The review was conducted by the Disability Rights Section of the Department’s Civil Rights Division and focused on the City’s compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department’s title II regulation, 28 C. F. R. § 35. 105;
• to notify applicants, participants, beneficiaries, and other interested persons of their rights and the City’s obligations under title II and the Department’s regulation, 28 C. F. R. § 35. 106;

• to designate a responsible employee to coordinate its efforts to comply with and carry out the City’s ADA responsibilities, 28 C. F. R. § 35. 107(a);

• to establish a grievance procedure for resolving complaints of violations of title II, 28 C. F. R. § 35. 107(b);

• to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C. F. R. §§ 35. 149 - 35. 150, by:
  • delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible;
  • physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department’s title II regulation, 28 C. F. R. §§ 35. 150 and 35. 151, and the ADA Standards for Accessible Design (Standards), 28 C. F. R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C. F. R. § 101-19. 6, App. A.

• to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department’s title II regulation and 2) the Standards or UFAS, 28 C. F. R. § 35. 151;

• to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C. F. R. § 35. 160;

• to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 9-1-1 services, for persons who use TTY’s and computer modems, 28 C. F. R. § 35. 162;

• to provide information for interested persons with disabilities concerning the existence and location of the City’s accessible services, activities, and facilities, 28 C.
to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C. F. R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA’s new construction or alterations requirements: 3rd and Court Street Garage, 8th and Mulberry Street Garage, Brook Run Park, Center Street Park and Ride, Greenhouses, Fire Station #10, Forest Avenue Library, Cowrie Soccer Park, New Central Library, Softball Complex, Nahas Aquatic Center (South Town), Teachout Aquatic Center, Waveland Tennis Complex, A. H. Blank Golf Course, Pioneer-Columbus Community Center, Birdland Park, Botanical Center, Blank Park Zoo, East Side Library, Gray’s Lake Park, Greenwood Park, Union Park, Westchester Park, and Principal Park.

The Department’s program access review covered those of the City’s programs, services, and activities that operate in the following facilities: 4th and Grand Parking Garage, 5th and Walnut Parking Garage, 7th and Grand Parking Garage, Argonne Armory, Ashworth Aquatic Center, Birdland Aquatic Center, Birdland Sports Complex, City Hall, Ewing Park, Four Mile Community Center, Franklin Avenue Library, Grandview Golf Course, Grandview Park, Logan Community Center, North Side Library, Park and Recreation Administration, Police Station, Prospect Park, South Side Library, South East Community Center, Waveland Golf Course, Northwest Aquatic Center, and Community Development.

The Department reviewed the City’s policies and procedures regarding sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize this program.

Finally, the Department reviewed the City’s Police Department’s policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

**JURISDICTION**

1. The ADA applies to the City because it is a “public entity” as defined by title II. 42 U. S. C. § 12131(1).
2. The Department is authorized under 28 C. F. R. Part 35, Subpart F, to determine the compliance of the City with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U. S. C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.

3. The Department is authorized under 28 C. F. R. Part 42, Subpart G, to determine the City’s compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U. S. C. § 794 and 28 C. F. R. §§ 42. 530 and 42. 108-110, to suspend or terminate financial assistance to the City provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.

4. The parties to this Agreement are the United States of America, the City of Des Moines, Iowa, and the Des Moines, Iowa, Public Library.

5. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.

6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled “Implementation and Enforcement”.

**ACTIONS TAKEN BY CITY**

7. The City has a designated ADA Coordinator and created an Access Advisory Board (the Board) in 1985. The Board is comprised of persons with disabilities, architects, community representatives, and persons who own or are employed by businesses that primarily provide services to persons with disabilities. Its function is to advise the City and the public on all matters related to programs and physical access for persons with disabilities to City programs, services, and activities.

8. Shortly after the ADA was enacted, the City conducted an ADA Architectural Barrier Survey of City facilities and began removing barriers to make facilities accessible to
individuals with mobility impairments. Based on the Access Advisory Board’s recommendations, the City updated the ADA Architectural Barrier Survey with a more comprehensive transition plan in 2004.

9. The Des Moines Police Department Communications Section is responsible for answering all calls to the dispatch center, including both 9-1-1 emergency calls and non-emergency calls placed in the City. Each dispatcher has direct access to TTY functions through an interface system. All dispatchers are regularly trained in the use of the TTY, the ADA requirements of effective communication, and provided with information on American Sign Language.

REMEDIAL ACTION

NOTIFICATION

10. Within two months of the effective date of this Agreement, the City will adopt the attached Notice (Attachment A); distribute it to all department directors; publish the Notice in a local newspaper of general circulation serving the City; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.

11. Within twelve months of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the City will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the City’s accessible programs, services, and activities.

GRIEVANCE PROCEDURE

12. Within three months of the effective date of this Agreement, the City will adopt the attached ADA Grievance Procedure (Attachment B), distribute it to all department directors, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.
13. Within nine months of the effective date of this Agreement, the City will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, accessible electronic format such as HTML, etc.).

14. The City will take steps to ensure that all appropriate employees are trained and practiced in using the Relay Iowa Service to make and receive calls.

9-1-1

15. The City will monitor its incoming 9-1-1 calls to ensure that silent line calls are treated as potential TTY calls and to ensure its 9-1-1 TTY calls are answered as quickly and accurately as other calls received.

LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

16. Within three months of the effective date of this Agreement, the City will adapt for its own use and implement the Des Moines Police Department Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing (Attachment C) and distribute to all police officers the Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing (Attachment D).

17. Within three months of the effective date of this Agreement, the City will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its police department or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).

18. Within three months of the effective date of this Agreement, the City will ensure that the police station is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls.

SIDEWALKS

19. Within 3 months of the effective date of this Agreement, the City will implement and report to the Department its written process for the following: (1) soliciting and
receiving input from persons with disabilities regarding the accessibility of its sidewalks; (2) responding to the input it receives from persons with disabilities regarding sidewalk access; and (3) promptly revising its sidewalk program to incorporate input and requests from persons with disabilities, such as a request to prioritize installation of a curb ramp at a particular location. The City will provide multiple ways for individuals with disabilities to provide input, including but not limited to, a City website portal; a City telephone number, email address, and street address; and through public hearings and outreach to disability groups.

20. Within 12 months of the effective date of this Agreement, the City will develop a list of actions it will take to comply with the sidewalk provisions of this Agreement (paragraphs 19 through 25). The list will identify all of the intersections where curb ramps and other sloped areas are needed to comply with the provisions of this Agreement, and will identify the order in which the City proposes to complete each curb ramp and other sloped area. This list will be made available to the public through several means, including but not limited to, posting the list on the City’s website, making it available at city hall and other government buildings, distributing the list to local disability groups and organizations, and by making it available upon request through a City phone number, email address, and street address. The City will refresh the list no less than annually throughout the life of this Agreement.

21. The City has constructed or altered numerous streets, roads, and/or highways so as to provide curb ramps or other sloped areas complying with the Standards or UFAS at intersections and other points of entry from street level pedestrian walkways, including transportation stops. Within six months of the effective date of this Agreement, the City will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992, where it has not done so. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Within 7 years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway, including transportation stops.

22. The City has reported to the Department that it provides – and the City will continue to provide – curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level
23. The City has constructed or altered many street level pedestrian walkways since January 26, 1992, so as to provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway, including a transportation stop, intersects with a street, road, or highway. Within six months of the effective date of this Agreement, the City will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992 where it has not done so. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within 7 years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.

24. The City reports to the Department that it provides – and will continue to provide – curb ramps or other sloped areas complying with the Standards or UFAS at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

25. The City will submit to the Department on a yearly basis for the length of this Agreement a report detailing the actions taken to comply with the sidewalk provisions of this Agreement.

WEB-BASED SERVICES AND PROGRAMS

26. Within three months of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the City will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the City (Internet Personnel) the technical assistance documents, “Accessibility of State and Local Government Websites to People with Disabilities,” which is Attachment H to this Agreement (it is also available at www.ada.gov/websites2.htm), and “Chapter 5: Website Accessibility under Title II of the ADA” and “Chapter 5 Addendum: Title II Checklist,” which are available at http://www.ada.gov/pcatoolkit/toolkitmain.htm.

27. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the City will do the following:
A. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;

B. Ensure that all new and modified web pages and content are accessible;

C. Develop and implement a plan for making existing web content more accessible;

D. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and

E. Periodically (at least annually) enlist people with disabilities to test its pages for ease of use.

NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES

28. The City will ensure that all buildings and facilities constructed by or on behalf of the City are constructed in full compliance with the requirements of 28 C. F. R. § 35.151, including applicable architectural standards.

29. The City will ensure that alterations to City facilities are made in full compliance with the requirements of 28 C. F. R. § 35.151, including applicable architectural standards.

30. The elements or features of the City facilities that do not comply with the Standards, including those listed in Attachments I, J, K, and L, prevent persons with disabilities from fully and equally enjoying the City’s services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U. S. C. § 12132 and 28 C. F. R. §§ 35.149 and 35.150.

31. The City will comply with the cited provisions of the Standards when taking the actions required by this Agreement.

32. Within three months of the effective date of this Agreement, the City will install signage as necessary to comply with 28 C. F. R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.
33. **Newly Constructed Facilities:** In order to ensure that the following spaces and elements in City facilities for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments I and M.

34. **Altered Facilities:** In order to ensure that the following spaces and elements in City facilities for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments J and M.

35. **Program Access in Existing Facilities:** In order to ensure that each of the City’s programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the City will take the actions listed in Attachments K and M.

36. **Facilities and Programs Not Surveyed by the Department:** The City will review compliance with the requirements of title II of the ADA for those City facilities and programs that were not reviewed by the Department. Within 12 months of the effective date of this Agreement, the City will submit for review by the Department a detailed report listing the access issues identified during its review together with the corrective actions and completion dates proposed to resolve such issues. The review conducted by the City, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of title II of the ADA; the review of City facilities and programs conducted by the Department for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments I, J, K, and M. A transition plan formulated under the ADA may fulfill this requirement.

**PROGRAM MODIFICATIONS**

37. **Access to City Programs Housed in Others’ Facilities:** In order to ensure that the City’s programs, services, and activities that are the subject of this Agreement and that are operated by the City at facilities owned or controlled by other entities, when viewed in its entirety, are readily accessible to and usable by persons with mobility impairments, the City will take the actions listed in Attachments L and M.

**MISCELLANEOUS PROVISIONS**
38. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the City will submit written reports to the Department summarizing the actions the City has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.

39. Throughout the life of this Agreement, consistent with 28 C. F. R. § 35.133(a), the City will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C. F. R. § 35.133(b).

40. Within six months of the effective date of this Agreement, the City will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The City will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.

41. Within one year of the effective date of this Agreement, the City will deliver its training program to all City employees who have direct contact with members of the public. At the end of that period, the City will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

**IMPLEMENTATION AND ENFORCEMENT**

42. If at any time the City desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
43. The Department may review compliance with this Agreement at any time. If the Department believes that the City has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the City in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the City, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II and section 504 of the Rehabilitation Act.

44. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the City to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.

45. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

46. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the City or the Department on request.

47. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the City’s continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.

48. This Agreement will remain in effect for three years, or until the parties agree that all actions required by the Agreement have been completed, whichever is later, with the exception of paragraphs 19 through 25, 38, and 42 through 50, which will remain in effect for eight years, or until the parties agree that all actions required by the Agreement have been completed, whichever is later.
49. The persons signing for the City and the Library represent that they are authorized to bind the City and the Library, respectively, to this Agreement.

50. The effective date of this Agreement is the date of the last signature below.

For the City of Des Moines, Iowa: For the United States:

THOMAS E. PEREZ
Assistant Attorney General for Civil Rights

JEANINE M. WORDEN, Acting Chief
DOV LUTZKER, Acting Deputy Chief

By: _______________________________
Date: ______________________________

By: _______________________________
Date: ______________________________

For the Des Moines, Iowa, Public Library:

NAOMI MILTON, Supervisory Attorney

SUSANA LORENZO-GIGUERE, Attorney
BRIAN RYU, Architect
Disability Rights Section - NYA
Civil Rights Division

For the United States:

THOMAS E. PEREZ
Assistant Attorney General for Civil Rights

JEANINE M. WORDEN, Acting Chief
DOV LUTZKER, Acting Deputy Chief

By: _______________________________
Date: ______________________________

By: _______________________________
Date: ______________________________

U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
(202) 514-9822
(202) 514-7821 (fax)

Date: ______________________________ Date: March 2, 2011
In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Des Moines, Iowa, will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** Des Moines does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

**Effective Communication:** Des Moines will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** Des Moines will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact the office of [name and contact info for ADA Coordinator] as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a City program, service, or activity is not accessible to persons with disabilities should be directed to [name and contact information of ADA Coordinator].

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Return to Settlement
City of Des Moines, Iowa

Grievance Procedure under

The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City. The City’s Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

[Name and address of ADA Coordinator]

Within 15 calendar days after receipt of the complaint, [name of ADA Coordinator] or [his/her] designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, [name of ADA Coordinator] or [his/her] designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and offer options for substantive resolution of the complaint.

If the response by [name of ADA Coordinator] or [his/her] designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the [City Manager/ other appropriate high-level official] or [his/her] designee.

Within 15 calendar days after receipt of the appeal, the [City Manager/ other appropriate high-level official] or [his/her] designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the [City Manager/ other appropriate high-level official] or [his/her] designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by [name of ADA Coordinator] or [his/her] designee, appeals to the [City Manager/ other appropriate high-level official] or [his/her] designee, and responses from these two offices will be retained by the City for at least three years.

Return to Settlement