

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

United States of America,

Plaintiff,

v.

Civ. No. 15cv8628

City of Des Plaines, Illinois,

Defendant.

**JOINT MOTION FOR DISMISSAL**

1. Plaintiff United States of America and Defendant City of Des Plaines, IL (the“Parties”), by their undersigned attorneys, hereby jointly move for the dismissal of this proceeding under Federal Rule of Civil Procedure 41(a)(2).

2. On September 30, 2015, the United States filed a Complaint to enforce provisions of the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), 42 U.S.C. §§ 2000cc, et seq.

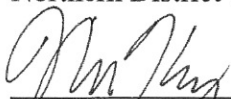
3. On June 6, 2017, the Parties entered into the attached Settlement Agreement resolving all issues that were raised by the United States’ Complaint. In consideration of, and consistent with, the terms of the Agreement, the Parties jointly move the Court to dismiss this lawsuit.

4. A proposed order for dismissal is attached hereto.

Dated: June 6, 2017

For the United States:

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Acting United States Attorney  
Northern District of Illinois



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United States of America*

For the City of Des Plaines:



PETER FRIEDMAN

***United States v. City of Des Plaines, Illinois (N.D. Ill.) 15-CV-8628***

**SETTLEMENT AGREEMENT BETWEEN THE  
UNITED STATES OF AMERICA AND THE CITY OF DES PLAINES**

**I. INTRODUCTION**

1. This Settlement Agreement (“Agreement”) is entered between the United States of America (“United States”) and Defendant City of Des Plaines, Illinois (“Des Plaines” or “City”).

2. The United States initiated an action on September 30, 2015, to enforce provisions of the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), 42 U.S.C. §§ 2000cc, et seq.

3. Defendant Des Plaines is a home rule municipal corporation and political subdivision of the State of Illinois. The City has the authority to regulate and restrict the use of land and structures within its corporate boundaries, including granting and denying applications for rezonings, map amendments, and conditional use permits (“CUPs”).

4. The City is governed by the Des Plaines City Council, composed of eight aldermen and a mayor. The mayor presides at City Council meetings but votes only as authorized by law. The City’s Plan Commission is composed of five members and serves as an advisory body to the City Council on many land use and development matters. The Plan Commission recommendations are presented to the City Council for final approval.

5. The City’s requirements for evaluating rezoning requests are set forth in Section 12-3-7 of its zoning ordinance.

6. The Society of American Bosnians and Herzegovinians (formerly known as the American Islamic Center) (“Society”) is a Bosnian Muslim religious organization that has been in existence since 2012.

7. In 2013, the Society learned of the property at 1645 Birchwood Avenue, Des Plaines, IL (“Property”). The Society concluded that the Property could serve as a viable place of worship, had sufficient parking spaces, adequate space for worship, was in good physical condition, and was affordable.

8. In February 2013, the Society entered into a purchase agreement to acquire the Property. The purchase agreement was conditioned on the Society obtaining a rezoning of the land to allow for a Place of Worship.

9. On May 19, 2013, the Society submitted an application for a rezoning of the land from M-2 (manufacturing) to I-1 (institutional), pursuant to Section 12-3-7 of the City’s zoning ordinance (“Rezoning Request”).

10. On June 10, 2013, the Plan Commission recommended unanimously (3-0) that the City Council grant the Rezoning Request.

11. On July 15, 2013, the City Council voted 5-3 to deny the Rezoning Request, and on August 5, 2013, voted 5-3 to adopt a resolution denying the Rezoning Request. The Society’s contract to purchase the Property was contingent upon obtaining the rezoning, and the contract was terminated as a result of the denial. The Society filed a federal complaint against the City in September 2013 raising RLUIPA claims and other federal and state-law claims. Concurrently with this settlement between the United States and the City, the Society and the City reached a separate agreement to resolve the Society’s lawsuit, including its claims for monetary damages.

12. The United States filed its own Complaint on September 30, 2015. The United States' Complaint claims that the City's denial of the Rezoning Request constitutes the imposition or implementation of a land use regulation that imposes a substantial burden on the Society's religious exercise, which burden is not in furtherance of a compelling governmental interest and/or is not the least restrictive means of furthering such interest, in violation of Section 2(a) of RLUIPA, 42 U.S.C. § 2000cc(a). The United States' claim is based upon allegations that the Society's members, as a result of the denial of its Rezoning Request, would have been limited in their ability to exercise their religion, including the inability to worship together, because of the lack of adequate facilities and adequate parking at those facilities.

13. The United States' Complaint further claims that the City's denial of the Rezoning Request constitutes the imposition or implementation of a land use regulation that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution in violation of Section 2(b)(1) of RLUIPA, 42 U.S.C. § 2000cc(b)(1). The United States' claim is based upon allegations that the City has treated applications by nonreligious groups better than it treated the Society's application.

14. The United States' Complaint further claims that the City's denial of the Rezoning Request constitutes discrimination on the basis of religion or religious denomination in violation of Section 2(b)(2) of RLUIPA, 42 U.S.C. § 2000cc(b)(2). The United States' claim is based upon allegations that the City treated applications by non-Muslim religious groups better than it treated the Society's application on the basis of parking requirements and tax-exempt status, and that it departed from its normal practices and procedures in the treatment and denial of the Rezoning Request.

15. After the United States filed its complaint, the Property was sold to a third party. In September 2016, after renewing its search, the Society found and purchased an alternative property in Franklin Park, Illinois, a suburb located just south of the City. The Society currently uses this Franklin Park property as a place of worship.

16. After completing discovery in May 2016, the United States and the City both moved for summary judgment relating to the United States' claims. On February 26, 2017, the United States District Court for the Northern District of Illinois denied both sides' motions for summary judgment. See ECF No. 37.

17. The United States and the City (collectively, "Parties") agree that the controversy should be resolved without any admission of wrongdoing by the City and without further proceedings or an evidentiary hearing.

18. The Parties, having the mutual goal of ensuring that the City complies with RLUIPA, and desiring to settle this action agree to enter into this Agreement to resolve all issues that were raised by the United States' Complaint. The Parties agree that this Agreement is in the public interest because it promotes effective, non-discriminatory treatment of religious land use applications in the City, and avoids the diversion of resources to adversarial litigation. In consideration of, and consistent with, the terms of the Agreement, the United States agrees to move jointly with the City for dismissal of the lawsuit entitled *United States v. Des Plaines*, No. 15cv8628 (N.D. Ill.). The Parties agree and acknowledge that this consideration is adequate and sufficient.

19. This Agreement is a compromise and settlement of disputed claims, and does not constitute a determination of entitlement or liability with respect to the claims asserted in the United States' Complaint. Nothing herein shall be interpreted or construed as any weakness of

proof on the part of the United States concerning its claims asserted in the Complaint. Nothing herein shall be interpreted or construed as an acknowledgement, admission, or evidence of liability on the part of the City with respect to the claims of the United States.

## **II. GENERAL PROHIBITIONS**

20. For the term of this Agreement, the City shall comply with RLUIPA by not—
- a. Imposing or implementing any land use regulation in a manner that, within the meaning of RLUIPA, imposes a substantial burden on the religious exercise of any person, including a religious assembly or institution, unless the City can demonstrate that imposition of that burden furthers a compelling governmental interest and is the least restrictive means of furthering that compelling governmental interest;
  - b. Imposing or implementing a land use regulation in a manner that treats a religious assembly on less than equal terms with a nonreligious assembly;
  - c. Discriminating against a religious assembly on the basis of religion or religious denomination;
  - d. Otherwise engaging in any conduct that violates RLUIPA.

## **III. CONSIDERATION OF ZONING APPLICATIONS FOR PLACES OF WORSHIP**

21. In evaluating whether any rezoning, conditional use permit, or other application for zoning relief related to a proposal to build, use, or expand a place of worship should be approved, the City shall comply with RLUIPA by not:

- a. Imposing requirements that are more stringent than the applicable standards and criteria set forth in the City's Zoning Ordinance, including, but not limited

to, (i) requiring a place of worship to provide more off-street parking spaces than is required under Section 12-9-7 of the City's zoning ordinance.

- b. Using the size, attendance, appearance, experiences, activities or reputation of other places of worship of the same religion or denomination as the basis, in whole or in part, for denying the application;
- c. Considering whether persons expected to attend religious services or events are, or are not, residents of the City;
- d. Considering whether approval of the application would have a potential impact on tax revenue; or
- e. Imposing or applying standards or criteria that differ significantly from those applied to other places of worship or assembly, including, but not limited to, aesthetic standards, safety measures (including the use of a fence for differently adjacent uses), traffic analysis and projected attendance.

#### **IV. NOTICE TO PUBLIC AND COMPLAINT PROCEDURES**

22. Within 60 days after the Effective Date of this Agreement, the City shall implement the following procedures to ensure notice to the public of this Agreement and its requirements:

- a. *Signage.* The City shall post and maintain a printed sign at the main entrances of the City Hall and the Planning Office. The sign shall state in bold, block letters, at least one half-inch high, that the City of Des Plaines does not apply its land use regulations in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless it is in furtherance of a compelling



governmental interest and imposed in the least restrictive means, or treat religious assemblies or institutions on less than equal terms with nonreligious assemblies or institutions, or otherwise discriminate against religious assemblies on the basis of religion or religious denomination.

The sign shall also state that the City has entered into this Agreement and shall provide a copy of it to any person upon request. The remaining text of this sign shall conform to Appendix A;

- b. *Internet Posting.* For 180 days following the Effective Date of this Agreement, the City shall post and maintain on the first page of its Internet home page (<http://www.desplaines.org>) a prominent link to a notice stating the following in type equivalent in size to the majority of other type on the page. The notice shall read, “Consistent with the United States Constitution and the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), the City of Des Plaines does not apply its land use regulations in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless it is in furtherance of a compelling governmental interest and imposed in the least restrictive means, does not apply its land use regulations in a manner that treats religious assemblies or institutions on less than equal terms with nonreligious assemblies or institutions, and does not impose or implement land use regulations that discriminate against any religious assembly on the basis of religion or religious denomination. Information about a Settlement Agreement resolving a lawsuit brought against the City of Des Plaines by

the United States under RLUIPA is available here.” The words “available here” shall contain a link that connects interested persons to a full text of a notice that shall conform with Appendix A.

- c. *Notice to Past Religious Use Applicants.* The City shall provide notice of this Agreement to every applicant since January 1, 2010, that applied for and was denied a CUP, rezoning, variance, special exemption, or any other land use determination, concerning the religious use of property. The notice shall explain why the City is contacting them and shall indicate that the City will make a copy of this Settlement Agreement available. A copy of the form for this notice is provided in Appendix A.
- d. *Notice to Future Religious Use Applicants.* Upon receipt of an application or inquiry about a CUP, rezoning, variance, special exemption, or other land use determination, concerning the religious use of property, the City shall provide to the applicant or the person inquiring about the application process a document that describes the application process. The City shall provide to the applicant or the person inquiring a form describing their rights under RLUIPA. The language of the form shall conform to Appendix B.

23. Within 90 days of the Effective Date of this Agreement, the City shall institute a process by which to address complaints by any person who believes that the City, either officially or through any one of its officers, employees, or agents, may have violated RLUIPA. Upon complaint by such a person, the City, through designated non-clerical employees, shall offer to provide a written form to the complainant, and shall provide that form upon request. A

copy of this form is attached as Appendix C. If the complaint is written, the City shall accept and maintain as records the original complaint and any proposed or actual action taken by the City in response to the complaint. If the complaint is oral, the City, through designated non-clerical employees, shall prepare a written summary of the complaint, along with the name, address, phone number, and other identifying information of the complainant and any proposed or actual action taken by the City in response to the complaint. Upon receiving any complaint, the City shall offer to provide the complainant a copy of this Agreement, and shall provide a copy of or link to this Agreement to the complainant upon request.

## **V. TRAINING**

24. Within 60 days after the Effective Date of this Agreement, the City shall undertake and complete the following actions for all non-clerical persons with responsibilities relating to the implementation and enforcement of the City's zoning or land use regulations, including managerial employees of the City; all members of the City Council, including the Mayor; the City Manager; the Assistant City Manager; Community and Economic Development Department officers and employees, excluding clerical staff; all members of the City's Legal Department, excluding clerical staff; Plan Commission members; and all code compliance officers and employees, excluding clerical staff (collectively, "Covered City Personnel"). Such program shall include:

- a. Furnishing to each Covered City Personnel a copy of this Agreement, and informing the Personnel, in person, of the duties of the City Manager, the Department of Community and Economic Development, Legal Department, Plan Commission members, City Council members and the code compliance Department under this Agreement; and

- b. Securing a signed statement, appearing at Appendix D, from each Covered City Personnel stating that he or she has received, has read, and understands this Settlement Agreement and the policy of RLUIPA compliance mandated by this Agreement, and further understands that a violation of this Agreement may result in civil action against the City.

25. Each person who becomes a Covered City Personnel shall, within 15 days after joining the City, be given a copy of, and be required to read, this Settlement Agreement, and shall sign the statement appearing at Appendix D.

26. Within 90 days after the Effective Date of this Agreement, the City shall provide training on the requirements of RLUIPA to all Covered City Personnel. The training shall be conducted by a qualified person or organization selected by the City Attorney and approved in advance by the United States, which approval shall not be unreasonably withheld. Within 120 days after the Effective Date of this Agreement, the City shall secure and deliver to counsel for the United States a written certification of each individual's attendance at the RLUIPA training, together with a copy of all training materials, including but not limited to a course syllabus, outline, or other written handouts. The City shall pay all training costs. The City shall be allowed one 30-day extension to complete the required training in the event it is unable, despite good faith efforts, to achieve 100 percent participation during the initial 90-day period.

## **VI. REPORTING, RECORD-KEEPING, AND MONITORING**

27. Within 180 days after the Effective Date of this Agreement and every six months thereafter for the term of this Agreement, the City shall send a report evidencing its compliance

with this Agreement to counsel for the United States, except that the last report shall be filed 60 days prior to the third anniversary of the Agreement.<sup>1</sup> This report shall consist of the following:

- a. A signed declaration by the City Manager stating that the City has complied with Sections II-V of this Agreement;
- b. Appropriate documentary evidence, including but not limited to the text of all new policies or procedures implemented as a result of this Agreement, demonstrating the City's compliance with Sections II-V of this Agreement; and
- c. Copies of all signed statements from each person described in paragraphs 24 and 25 of this Agreement.

28. The City shall notify the United States in writing within 30 days of all amendments to the City's zoning code that have been approved by the City and that directly affect religious land use. The notification shall include copies of all such approved amendments, which copies shall be maintained by the City.

29. The City shall maintain copies of all written applications that seek the City's consideration or approval of any land use for religious purpose. Such applications include, without limitation, CUPs, applications for rezoning, variances, special permits, renewals of permits, special exemptions, and zoning text amendments. The City shall advise the United States in writing within 30 days after the disposition of any such application.

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<sup>1</sup> For purposes of this Agreement, all submissions to the United States or its counsel should be submitted to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: DJ# 210-23-19, Fax: 202-514-1116, or as otherwise directed by the United States.

30. The City shall maintain copies of all written complaints it receives concerning any alleged restriction or prohibition by the City of, or interference with, the use of land in the City for religious purposes. If the complaint is oral, the City shall prepare a written summary of it, including appropriate information identifying the complainant (unless anonymous) and the substance of the complaint. The City shall notify the United States within 30 days after receipt of any such written or oral complaint and provide a summary of the complaint. The City shall also notify the United States in writing within 30 days after the City's response to any such complaint and provide a summary of the response.

31. The City shall retain all records related to this litigation.

#### **VII. INSPECTION OF RECORDS**

32. Upon no less than 30 days' written notice by counsel for the United States to counsel for the City, the City shall permit representatives of the United States to inspect and copy all non-privileged records of the City related to this Agreement, including, but not limited to, those records referenced in paragraphs 27-30.

#### **VIII. COMPLIANCE AND ENFORCEMENT**

33. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If the United States believes that the City has failed to perform in a timely manner any act required by this Agreement, or has otherwise not acted in conformance with any provision thereof, whether intentionally or not, the United States shall notify the City in writing of its concerns. The City shall have 15 days from the date of the United States' notification to cure the alleged breach.

34. If the Parties are unable to reach a resolution within 15 days, the United States may file a lawsuit for breach of this Agreement, or any provision thereof, in the United States District Court for the Northern District of Illinois. In any such action, the City consents to and agrees not to contest the exercise of personal jurisdiction over the City by the United States District Court for the Northern District of Illinois. The City further acknowledges that venue in Northern District of Illinois is appropriate and agrees not to raise any challenge on this basis.

35. In the event the United States files a civil action as contemplated by Paragraph 34 above, to remedy an alleged breach of this Agreement, the United States may seek, and the Court may grant as relief, the following: 1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and 3) any additional relief that may be authorized by law or equity. If such a civil action is filed, the City expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

36. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

#### **IX. DURATION, EXECUTION AND OTHER TERMS**

37. The Agreement shall remain in effect for three years after the Effective Date.

38. This Agreement is effective on the date of the signature of the last signatory to

the Agreement (the “Effective Date”). The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

39. Each Party shall bear its own legal or other costs incurred in connection with this matter, including the preparation, negotiation and performance of this Agreement.

40. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

41. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

42. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

43. This Agreement is binding on the parties and their transferees, successors, heirs and assigns.

44. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.



45. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance of one Party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

46. This Agreement is a public document. The Parties agree and consent to the City's and the United States' disclosure of this Agreement and information concerning the terms of this Agreement to the public.

47. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

48. The Parties agree that they will defend this Agreement against any challenge by any third party.

49. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.

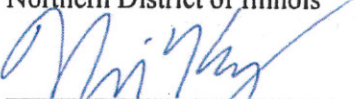
#### **X. TERMINATION OF LITIGATION HOLD**

50. The Parties agree that, as of the Effective Date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

Dated: June 6, 2017

For the United States:

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Acting United States Attorney  
Northern District of Illinois



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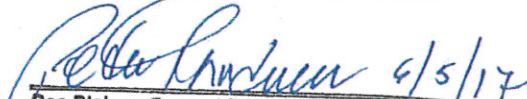
*Attorneys for Plaintiff  
United States of America*

For the City of Des Plaines:



MICHAEL G. BARTHOLOMEW  
City Manager

APPROVED AS TO FORM ONLY

  
Des Plaines General Counsel 6/5/17  
Dated

**APPENDIX A**

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000 (RLUIPA), THE CITY OF DES PLAINES DOES NOT APPLY ITS LAND USE REGULATIONS IN A MANNER THAT IMPOSES A SUBSTANTIAL BURDEN ON THE FREE EXERCISE OF RELIGION, UNLESS IT IS IN FURTHERANCE OF A COMPELLING GOVERNMENTAL INTEREST AND IMPOSED IN THE LEAST RESTRICTIVE MEANS, TREAT RELIGIOUS ASSEMBLIES OR INSTITUTIONS ON LESS THAN EQUAL TERMS WITH NONRELIGIOUS ASSEMBLIES OR INSTITUTIONS, OR DISCRIMINATE AGAINST ANY RELIGIOUS ASSEMBLY OR INSTITUTION ON THE BASIS OF RELIGION OR RELIGIOUS DENOMINATION.

On \_\_\_\_\_, 2017, the United States and the City of Des Plaines entered into a Settlement Agreement resolving a lawsuit brought by the United States against the City of Des Plaines under RLUIPA and related to a zoning request filed by the Society of American Bosnians and Herzegovinians (formerly known as the American Islamic Center). Under the terms of the Agreement, the City of Des Plaines has agreed, among other things, to provide notice of this Agreement to you and any other person, religious assembly, or institution, since January 1, 2010, who or which had applied for and was denied a conditional use permit, rezoning, variance, special exemption, or any other land use determination, concerning the religious use of property. A copy of the Agreement referenced above and entered in United States v. City of Des Plaines, Illinois, Civ. No. 15-cv-8628 (N.D. Ill.), is available on the City's website at \_\_\_\_\_ or the Department of Justice's website at \_\_\_\_\_.

Under RLUIPA, no local government may apply its land use regulations in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless it is in furtherance of a compelling governmental interest and imposed in the least restrictive means. RLUIPA also provides that no local government may apply its land use regulations in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious institution or assembly. Finally, RLUIPA provides that no local government may impose or implement a land use regulation in a manner that discriminates on the basis of religion against a religious assembly or institution.

If you believe the City of Des Plaines, or any other local government or municipality, has violated your rights under RLUIPA, please contact the United States Department of Justice at:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue NW—G Street  
Washington, DC 20530  
Attn: DJ# 210-23-19  
(202) 514-4713

**APPENDIX B**

**NOTICE OF SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND  
THE CITY OF DES PLAINES, ILLINOIS**

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000 (RLUIPA), THE CITY OF DES PLAINES DOES NOT APPLY ITS LAND USE REGULATIONS IN A MANNER THAT IMPOSES A SUBSTANTIAL BURDEN ON THE FREE EXERCISE OF RELIGION, UNLESS IT IS IN FURTHERANCE OF A COMPELLING GOVERNMENTAL INTEREST AND IMPOSED IN THE LEAST RESTRICTIVE MEANS, TREATS RELIGIOUS ASSEMBLIES OR INSTITUTIONS LESS EQUALLY WITH NONRELIGIOUS ASSEMBLIES OR INSTITUTIONS, OR DISCRIMINATES ON THE BASIS OF RELIGION.

On \_\_\_\_\_, 2017, United States and the City of Des Plaines have entered into a Settlement Agreement resolving a lawsuit brought by the United States against the City of Des Plaines under RLUIPA and related to a zoning request filed by the Society of American Bosnians and Herzegovinians (formerly known as the American Islamic Center) in the application of its zoning and land use laws.

Under RLUIPA, no local government may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, unless it is in furtherance of a compelling governmental interest and imposed in the least restrictive means. RLUIPA also provides that no local government may apply a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious institution or assembly. Finally, RLUIPA provides that no local government may impose or implement a land use regulation in a manner that discriminates on the basis of religion against a religious assembly or institution.

If you believe that the City of Des Plaines, or any other local government or municipality, has violated your rights under RLUIPA, please contact the United States Department of Justice at:

(202) 514-4713

You may also write to:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Ave. N.W. -G St.  
Washington, DC 20530  
Attn: DJ # 210-23-19

If you would like a copy of the Settlement Agreement referenced above and entered in United States v. City of Des Plaines, Civ. No. 15-cv-8628 (N.D. Ill.), please visit the City's website at \_\_\_\_\_ or the Department of Justice's website at \_\_\_\_\_.

**APPENDIX C**

**COMPLAINT AGAINST THE CITY OF DES PLAINES**

Under the terms of a Settlement Agreement with the United States Department of Justice, the City of Des Plaines has agreed to take certain actions to ensure that it does not violate the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), including processing this complaint and providing you with a free copy of the Settlement Agreement in United States v. City of Des Plaines, Case No. 15-cv-8628 (N.D. Ill.).

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please state briefly the nature of the service or request that you made of the City of Des Plaines (e.g., rezoning, conditional use permit, variance, etc.). In addition, please include a description of the religious land use and institution at issue in your request:

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Please state briefly in what way(s) you believe that the City of Des Plaines may have violated your rights under the United States Constitution, federal law (including RLUIPA), the Illinois State Constitution, Illinois State law, or the City of Des Plaines Code in relation to your religious land use:

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If you believe that the City of Des Plaines, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, in addition to completing this complaint, please contact the United States Department of Justice at:

(202) 514-4713

You may also write to:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Ave. N.W. -G St.  
Washington, DC 20530  
Attn: DJ# 210-23-19



**APPENDIX D**

**CERTIFICATION OF RECEIPT OF SETTLEMENT AGREEMENT**

I, \_\_\_\_\_, certify that I have received a copy of the Settlement Agreement in United States v. City of Des Plaines, Illinois, Civ. No. 15-cv-8628 (N.D. Ill.). I further certify that I have read and understand the aforementioned Settlement Agreement, that all my questions were answered concerning it, and that I understand that my violation of this Settlement Agreement may result in a civil action against the City of Des Plaines.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Date)

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	No. 15 C 8628
v.	)	
	)	Judge Kennelly
CITY OF DES PLAINES, ILLINOIS,	)	
	)	
Defendant.	)	

**ORDER GRANTING JOINT MOTION FOR DISMISSAL**

This matter coming to be heard upon the joint motion of plaintiff the United States of America and defendant City of Des Plaines, Illinois, to dismiss this case in light of the settlement reached by the parties and after notice and a hearing and the Court being duly advised in the premises;

IT IS HEREBY ORDERED that:

This matter is dismissed with prejudice and with each party to bear its own costs.

Enter:

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

Date:

Prepared by:

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