UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

United States of America,

Plaintiff,

v. Civ. No. 14-cv-3272 (DSD/JJK)

City of St. Anthony Village, Minnesota,

Defendant.

CONSENT ORDER

I. INTRODUCTION

1. This Consent Order ("Order") is entered between the United States of America ("the United States") and Defendant City of St. Anthony Village, Minnesota ("St. Anthony" or "the City").

2. The United States and the City have cooperated in good faith and worked collaboratively to enter this Order.

3. This action is brought by the United States to enforce provisions of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), 42 U.S.C. §§ 2000cc, et seq.

4. The City is governed by five city council members, one of whom also serves as the mayor. The City's Planning Commission is composed of seven members appointed by the City Council. The Planning Commission advises the City Council on planning and zoning issues, including conditional use permits ("CUPs"). The Commission's recommendations are presented to the City Council for final approval.

5. The Abu-Huraira Islamic Center ("Islamic Center") is a Muslim religious organization that has been in existence since 2009. The Islamic Center's board of directors is made up of religious leaders from two Minneapolis mosques with more than 900 members.

6. On February 14, 2012, pursuant to Section 152.142(G) of the City's Zoning Code, the Islamic Center applied for a CUP to the City for an "assembly, meeting lodge, or convention hall" within the Light Industrial district for the St. Anthony Business Center, 3055 Old Highway 8, St. Anthony, Minnesota 55418 ("the Property") after recognizing it as a viable and affordable worship place that had sufficient parking spaces, adequate space for worship, and was in good physical condition.

7. On March 13, 2012, the City Council passed an interim ordinance imposing a moratorium on the issuance of CUPs for "assemblies, meeting lodges, or convention halls" in the City's Light Industrial and Commercial districts.

8. On the same day, the City Council also passed a resolution authorizing City staff to conduct a study regarding the regulation of assemblies, meeting lodges, and convention halls in the Light Industrial and Commercial zoning districts.

9. On June 12, 2012, the City Council held a public meeting and voted 4-1 to deny the Islamic Center's application in its entirety.

10. On August 27, 2014, the United States filed a Complaint against the City for violations of RLUIPA Section 2(a), 42 U.S.C. § 2000cc(a), and Section 2(b)(1) of RLUIPA, 42 U.S.C. § 2000cc(b)(1).

11. The City denies the allegations in the United States Complaint as set forth in its Answer filed on September 19, 2014.

12. The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 2000cc-2. The Parties further agree that the controversy should be resolved without further proceedings or an evidentiary hearing.

13. As indicated by the signatures below, the Parties agree to the entry of this Order. Therefore, it is hereby **ORDERED, ADJUDGED,** and **DECREED** as follows:

II. GENERAL INJUNCTION

14. For the term of this Order, the City shall not—

a. Impose or implement 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. Impose or implement a land use regulation in a manner that treats religious assembly on less than equal terms than nonreligious assembly;

c. Otherwise engage in any conduct that violates RLUIPA; or

d. Coerce, intimidate, threaten, interfere with, or retaliate against any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by RLUIPA.

III. APPLICATION OF ISLAMIC CENTER

15. Within 60 days after the date of entry of this Order, the City, shall implement the Settlement Agreement set forth in Appendix A, which provides for the creation of a Planned Use Development ("PUD") at the Property with agreed upon uses set forth therein, and which allows religious worship within specific portions of the Property as specified in Appendix A.

16. The parties shall promptly notify the Court if the City fails to approve the PUD as contemplated in paragraph 15 and Appendix A herein, at which time the Court will withdraw this Consent Order and return the parties to their previous positions in this litigation. In the event the City does not approve the PUD contemplated in Appendix A, the United States shall not have nor bring any claim or lawsuit of any type or nature related to the denial of the PUD, including without limitation a RLUIPA claim, against the City, its officers, agents, insurers, attorneys, consultants or employees, its only remedy being the reinstitution of this litigation as contemplated in this paragraph.

17. The City shall not amend its zoning ordinances in any way that would prevent the Islamic Center (1) from using the portions of the Property specified in Appendix A and the PUD for religious worship and (2) from otherwise using the Property in a manner that is consistent with the terms set forth in Appendix A.

IV. NOTICE TO PUBLIC AND COMPLAINT PROCEDURES

18. Within 60 days after the date of entry of this Order, the City shall implement the following procedures to ensure notice to the public of this Order and its requirements:

a. *Internet Posting.* The City shall post and maintain on the first page of its Internet home page (http://www.ci.saint-anthony.mn.us/) an icon link with the words "Religious Land Use and Institutionalized Persons Act of 2000." The icon link shall be in type equivalent in size to the majority of other type on the page. The icon link shall link to a statement that shall read, "Consistent with the United States Constitution and the Religious Land Use and Institutionalized Persons Act of 2000, the City of St. Anthony does not 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, does not apply its zoning or land use laws in a manner that treats religious assemblies or institutions on less than equal terms than nonreligious assemblies or institutions, and does not discriminate on the basis of religion in the application of its laws, policies, or procedures, including the application of its land use regulations and zoning laws. More information about the Religious Land Use and Institutionalized Persons Act of 2000 is available here." The words "available here" shall contain a link that connects interested persons to text that shall substantially conform with Appendix B.

V. TRAINING

19. Within 90 days after the date of entry of this Order, the City shall undertake and complete the following actions for all persons with responsibilities relating to the implementation and enforcement of all zoning or land use regulations, including but not limited to all members of the City Council and Planning Commission and the Department of Planning officers or employees, excluding clerical staff. Such program shall include:

a. Training on the requirements of RLUIPA. The training shall be conducted by a qualified person or organization selected by the City Attorney and approved by the United States, which approval shall not be unreasonably withheld. The City shall pay all training costs.

b. Furnishing to each person a copy of this Order, and advising them in person of the obligations of the City Manager, the Department of Planning,

Legal Department, Planning Commission members, City Council members and the Code Compliance Department under this Order.

c. The City shall secure and maintain attendance sheets for this training in paragraphs 18(a) and 18(b), and provide copies of these attendance sheets, together with a copy of all training materials, including but not limited to any PowerPoint presentation or written handouts, to the United States in accordance with paragraph 20.

20. Each person with responsibilities relating to the implementation and enforcement of any zoning or land use regulations within the City shall be given a copy of, and be required to read, this Order, within 10 days after the date he or she commences membership, employment, or an agency relationship with the City.

VI. REPORTING, RECORD-KEEPING, AND MONITORING

21. Within 180 days after the date of entry of this Order, and every 6 months thereafter, the City shall send a letter demonstrating its compliance with this Order to counsel for the United States, except that the letter report shall be filed 60 days prior to the third anniversary of the Order.[1] This letter shall consist of the following:

a. A signed declaration by the Mayor stating that the City has complied with Sections II-VI of this Order;

b. Copies of all attendance sheets for persons participating in training described in paragraphs 19-20 of this Order.

[1] For purposes of this Order, 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# 210-39-7, Fax: 202-514-1116, or as otherwise directed by the United States.

22. The City shall notify the United States in writing within 15 days of the denial of any application for religious use involving rezoning, variances, special permits, renewals of permits, special exemptions, and zoning text amendments, or other permits pertaining to the City's zoning laws.

23. 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.

24. 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 purpose. The City shall advise the United States within 15 days after receipt of any such written complaint. The City shall also notify the United States in writing within 15 days after the City's response to any such complaint.

25. The City shall retain all records related to the Islamic Center. These records shall include, but are not limited to:

a. Correspondence to the City concerning the Islamic Center;

b. Complaints made to City law enforcement or other enforcement departments concerning the Islamic Center; and

c. Any law enforcement report or investigative action taken by the City concerning the Islamic Center, including any harassment or threatening conduct directed at the Islamic Center or its members.

VII. INSPECTION OF RECORDS

26. Upon reasonable 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, pertinent records of the City, including, but not limited to, those records referenced in paragraphs 21-24, consistent with the restrictions, if any, contained in the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

VIII. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION

27. The Court shall retain jurisdiction for the duration of this Order to enforce the terms. The duration of this Order shall be a period of three (3) years from the date of its entry. The United States may move the Court to extend the duration of the Order in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

28. Any time limits for performance imposed by this Order may be extended by the mutual written agreement of the Parties to this Order and do not require Court approval.

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

IX. INTEGRATION

30. This Order contains the entire agreement between the United States and the City. No agreements or negotiations, oral or otherwise, between the Parties that are not included herein shall be of any force or effect.

X. LITIGATION COSTS

31. Each party to this litigation shall bear its own costs and attorneys' fees associated with this litigation.

XI. TERMINATION OF LITIGATION HOLD

32. The parties agree that, as of the date of the entry of this Consent Order, 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 Consent Order.

XII. FINAL JUDGMENT

33. Entry of this Order constitutes Final Judgment under Rule 54 of the Federal Rules of Civil Procedure.

ENTERED THIS 5th day of January, 2015.

s/David S. Doty
David S. Doty
United States District Court Judge

The undersigned apply for and consent to the entry of this Order:

Dated: Jan 2, ~~2014~~ 2015

FOR THE UNITED STATES:

ANDREW M. LUGER
United States Attorney
District of Minnesota

BAHRAM SAMIE
GREG G. BROOKER
ANA H. VOSS
Assistant U.S. Attorneys
600 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415
Tel.: (612) 664-5600
Fax: (612) 664-5788
E-mail: bahram.samie@usdoj.gov

Counsel for the United States

VANITA GUPTA
Acting Assistant Attorney General

STEVEN H. ROSENBAUM
Chief
TIMOTHY J. MORAN
Deputy Chief
ERIC W. TREENE
Special Counsel
RYAN G. LEE
Trial Attorney
Civil Rights Division
United States Department of Justice
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530
Tel.: (202) 305-3109
Fax: (202) 514-1116
E-mail: ryan.lee@usdoj.gov

Counsel for the United States

FOR THE CITY OF ST. ANTHONY VILLAGE:

GEORGE C. HOFF (#45846)
JARED D. SHEPHERD (#0389521)
Hoff, Barry & Kozar, P.A.
160 Flagship Corporate Center
Eden Prairie, MN 55344
Tel.: (952) 941-9220

Counsel for Defendant City of St. Anthony

APPENDIX A

CONTINGENT SETTLEMENT AGREEMENT

THIS CONTINGENT SETTLEMENT AGREEMENT ("Settlement Agreement") is made, entered into and effective as of December 26, 2014 ("Effective Date"), by and between Plaintiffs ABU-HURAIRA ISLAMIC CENTER and MUXAMEDRASHID ALI (collectively, "AHIC"), and Defendant CITY OF ST. ANTHONY, a municipal corporation and a political subdivision of the State of Minnesota ("City').

RECITALS

WHEREAS, on February 14, 2012, the AHIC applied for a Conditional Use Permit ("CUP") under the City's zoning code to operate as a religious assembly within the Light Industrial district at the St. Anthony Business Center, 3055 Old Highway 8, St. Anthony, Minnesota 55418 ("the Property"); and

WHEREAS, on June 12, 2012, the City Council voted to deny the AHIC's application for a CUP; and

WHEREAS, AHIC initiated an action in the United States District Court for the District of Minnesota, captioned *Abu-Huraira Islamic Center and Muxamedrashid Ali v. City of St. Anthony*, Civ. No. 14-CV-3280 (DSD/JJK) ("Federal Lawsuit"), alleging the City's actions violated various provisions of federal and state constitutions and law; and

WHEREAS, AHIC initiated a related action in state court, captioned *Abu-Huraira Islamic Center and Muxamedrashid Ali v. City of St. Anthony*, alleging violations of the Minnesota Government Data Practices Act, Court File No. 27-CV-14-15670 ("State Lawsuit"); and

WHEREAS, it is the desire and intent of the parties to fully and completely resolve, settle, and compromise any and all claims existing between them by the actions and agreements contemplated herein; and

WHEREAS, by agreeing to resolve the actions, the parties do not admit any wrongdoing or liability, regardless of whether such wrongdoing or liability has been alleged, or could have been alleged; and

WHEREAS, on December 11, 2014, representatives of the AHIC and the U.S. Department of Justice with appropriate settlement authority, met in a Settlement Conference along with City representatives who were authorized by the City Council to negotiate a settlement, subject to approval by the City Council, under direction of the U.S. District Court in the Federal Lawsuit (the "Settlement Conference"); and

WHEREAS, the Settlement Conference culminated in the parties agreeing to certain material settlement terms, subject to City Council approval, including allowing AHIC specified uses of the Property through the process of a Planned Unit Development ("PUD") as provided in Chapter 152 of the City Code; and

WHEREAS, the parties at the Settlement Conference, to the extent of their authority at the Settlement Conference, have agreed that Plaintiffs shall immediately apply for the Property to become subject to a PUD to be approved by the City Council; and

WHEREAS, the parties acknowledge and recognize that the approval of a PUD is an essential condition of this Contingent Settlement Agreement and that certain City processes must be undertaken for the City Council to review and make a decision with respect to a PUD application; that at the Settlement Conference, a City representative

assured the federal court that he would advocate for approval of the PUD, but that nothing in this Agreement commits or binds the City Council to approve the PUD; and

WHEREAS, in the event the City Council fails to approve the PUD by February 11, 2015, this Agreement shall be null and void and AHIC agrees that it will not bring and shall have no claim against the City for its failure to act on or approve the PUD; provided, however, that this waiver does not waive the AHIC's right to maintain the claims asserted in its Federal Lawsuit and State Lawsuit; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is expressly acknowledged, the parties covenant and agree as follows:

PROVISIONS

1. **Recitals.** The foregoing recitals are hereby incorporated into and made part of this Agreement.
2. **Planned Unit Development.** Upon execution of this Settlement Agreement, AHIC will make an application for a PUD consisting of its 2012 CUP application already on file with the City and an additional narrative describing the uses agreed upon by the parties to the Settlement Conference as set forth below. The City will waive the application fee.
    a. Terms. The PUD will include the following uses:
        i. Religious Assembly. AHIC is allowed to operate a religious assembly at the Property, which religious assembly will include, without limitation, prayer services, religious education, weddings, and other religious ceremonies and observances (Religious Uses) at times chosen by AHIC;

consistent with the CUP approved by the City's Planning Commission on June 4, 2012, to wit, Religious Uses shall be limited to the lower level and a limited portion of the main level consisting of approximately 12,940 square feet.

ii. Allowed Uses. AHIC may use the Property for Adult Daycare; a Wellness Facility for Exercise and Corporate Fitness Center for Building Tenants; and Clinics for Medical/Dental/Behavioral Health.

iii. Permitted and Conditional Uses. The underlying zoning remains, except as modified by the PUD, if approved. In addition to the foregoing, the Property may contain all permitted uses in the Light Industrial district. Conditional Uses in the Light Industrial district, if sought, are subject to the conditional use approval or PUD amendment process provided by City Code.

b. Time Frame. The PUD approval process will be completed on the following timetable. The AHIC shall file its application in a timely manner to allow for City staff review and preparation of meeting materials.

i. Planning Commission Public Hearing on PUD: not later than January 26, 2015.

ii. City Council Meeting on PUD: not later than February 10, 2015

3. **Release upon City Approval**. If the City approves the PUD, AHIC shall execute a Release of Claims in the form attached hereto as Exhibit A and a Dismissal with Prejudice in both the Federal Lawsuit and the State Lawsuit. In the event the City Council fails to approve the PUD by February 11, 2015, AHIC agrees not to bring or assert any claims, causes of action or lawsuits against the City, its officers, agents, employees or insurers, of any kind or nature for the failure to approve the PUD; provided, however that this waiver does not waive AHIC's rights to maintain the Federal Lawsuit and State Lawsuit.

4. **Attorney Fees**. Within five days upon the execution of Release of Claims and Dismissals with Prejudice by the AHIC, the City directly or through its insurer will pay Kutak Rock LLP $200,000.00 representing payment of attorney fees incurred by the AHIC in pursuing its claims.

5. **Stay of Litigation Activity**. The parties shall not engage in litigation activity with respect to the Federal Lawsuit or State Lawsuit, including, but not limited to service of discovery or motion practice until the earlier of February 15, 2015, or the City's denial of the PUD. The parties shall apprise the Court in the Federal Lawsuit of the timeline for approval outlined herein on or before January 15, 2015, as requested by the Court, and advise the State court as needed with respect to settlement activity.

6. **Non-Revocation.** The City shall act on this Agreement not later than February 15, 2015, and the AHIC may not revoke its acceptance of this Agreement prior to that date. Upon the parties' mutual acceptance of this

Agreement, it may be terminated only by mutual written agreement of the parties.

7. **Compromise of Disputed Claim; Disclaimer of Liability.** All parties hereto acknowledge and agree that this Settlement Agreement will constitute the means to accomplish resolution of the alleged claims by AHIC in the Federal and State lawsuits, and that the City does not admit liability by reason of anything agreed to herein and expressly denies and continues to deny any and all liability to AHIC. This Settlement Agreement is prepared and entered into for the purposes of settlement only and shall have no force, effect, or evidentiary value in the event the parties do not reach final settlement (including dismissal of all claims) by the approval of the PUD and payment of the money contemplated herein, and this Settlement Agreement is not admissible in any litigation between the parties.

8. **Heirs, Successors, and Assigns.** This Settlement Agreement shall inure to the benefit of and shall be binding upon the parties' heirs, executors, administrators, representatives, agents, successors, and assigns and future owners of the Property.

9. **Mutual Cooperation.** The parties shall reasonably cooperate with each other and shall perform such acts and execute such documents as may be reasonably necessary to accomplish the purposes of this Settlement Agreement.

10. **Costs and Attorneys' Fees.** Except as provided in paragraph 4, each of the parties to this Settlement Agreement shall bear its own costs and attorneys'

fees with respect to the Federal Lawsuit and the State Lawsuit and this Settlement Agreement.

11. **Advice of Counsel**. AHIC is represented by Tim Keane, Todd Guerrero, and Douglas Peters of Kutak Rock LLP, U.S. Bank Plaza South, 220 South Sixth Street, Ste. 1750, Minneapolis, MN 55402, and City is represented by George Hoff and Jared Shepherd of Hoff, Barry, & Kozar, P.A., 160 Flagship Corporate Center, Prairie Center Drive, Eden Prairie, MN 55344, and Jay Lindgren, Dorsey & Whitney LLP, 50 South Sixth Street, Ste. 1500, Minneapolis, MN 55402. The parties attest that they have had an opportunity to consult with their own independent counsel and understand the meaning of this Settlement Agreement and the consequences of signing it. Accordingly, the language used in this Settlement Agreement will be deemed to be the language chosen by all parties to express their mutual intent and no rule of strict construction against any party will apply to any term or condition of this Settlement Agreement.

12. **Warranty of Capacity to Execute**. Each of the parties to this Settlement Agreement represent and warrant: (a) that no other person or entity has or has had any interest in the claims, demands, obligations, causes of action or disputes referenced in this Settlement Agreement; and (b) that they have the sole right and exclusive authority to execute this Settlement Agreement and to receive the sums specified herein; and (c) that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action covered by this Settlement Agreement.

13. **Execution in Counterparts**. This Settlement Agreement may be signed in counterparts by the parties hereto with the same force and effect as if the above parties signed the same original agreement. Facsimile copies and photocopies of the parties' signature to this Settlement Agreement shall be valid and enforceable to the same extent as original signatures, and the parties hereby waive any requirement that original signatures be produced as a condition of proving the validity of or otherwise enforcing this Settlement Agreement.

14. **Entire Agreement**. This Settlement Agreement and the exhibits attached hereto contain the entire agreement of the parties and may be changed, modified, or altered only by an agreement in writing, signed by all parties. No other representations, inducements, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting any matters which are not specifically incorporated herein shall be deemed in any way to exist or bind any of the parties.

Abu-Huraira Islamic Center

By: Humayf

Name: Abdirahman Omar

Title: Vice President

Date: 12-17-14

City of St. Anthony

By: _____

Name: _____

Title: _____

Date: _____

Muxamedrashid Ali

By: _____

Date: 13 Dec. 2014

Abu-Huraira Islamic Center	City of St. Anthony
By:	By: Jerome O. Faust
Name:	Name: JEROME O. FAUST
Title:	Title: MAYOR
Date:	Date: 23 Dec 14
	By:
	Name: Mark Casey
	Title: City Manager
	Date: 12/22/14

EXHIBIT A

Abu-Huraira Islamic Center and Muxamedrashid Ali (collectively, "AHIC") in consideration of the terms and provisions of the Contingent Settlement Agreement, entered into by AHIC and City dated _____, 2014 (hereinafter "Agreement"), the City's approval of the PUD, and the payment of $200,000.00 in attorney fees, and on behalf of AHIC, its shareholders, officers, insurers, agents, servants, managers, successors, heirs, executors, assigns and administrators, completely release and forever discharge the City and its insurers, agents, servants, managers, successors, heirs, executors, assigns and administrators from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever, including court costs, legal expenses, engineering and other consultant or expert fees and attorneys fees that they may now or hereafter have on account of or in any way related to any and all known and unknown, foreseen and unforeseen injuries suffered or sustained by them which in any way relate or arise out of the matters referenced in the Federal Lawsuit or State Lawsuit as those terms are defined in the Agreement, or the City's actions or inactions in any way related to the AHIC's February 14, 2012 Application for Conditional Use Permit.

APPENDIX B

The Religious Land Use and Institutionalized Persons Act (RLUIPA) protects religious institutions from unduly burdensome or discriminatory land use regulations. The law was passed unanimously by Congress in 2000, after hearings in which Congress found that houses of worship, particularly those of minority religions and start-up churches, were disproportionately affected, and in fact often were actively discriminated against, by local land use decisions. Congress also found that, as a whole, religious institutions were treated worse than comparable secular institutions. Congress further found that zoning authorities frequently were placing excessive burdens on the ability of congregations to exercise their faiths in violation of the Constitution.

In response, Congress enacted RLUIPA. This new law provides a number of important protections for the religious freedom of persons, houses of worship, and religious schools. The full text of RLUIPA is available at http://www.usdoj.gov/crt/housing/housing_rluipa.htm. Below is a summary of the law's key provisions, with illustrations of the types of cases that may violate the law.

RLUIPA prevents infringement of religious exercise.

Land use regulations can impede the ability of churches or other religious institutions to carry out their mission of serving the religious needs of their members. Section 2(a) of RLUIPA thus bars zoning restrictions that impose a "substantial burden" on the religious exercise of a person or institution, unless the government can show that it has a "compelling interest" for imposing the restriction and that the restriction is the least restrictive way for the government to further that interest.

Minor costs or inconveniences imposed on religious institutions are insufficient to trigger RLUIPA's protections. The burden must be "substantial." And, likewise, once the institution has shown a substantial burden on its religious exercise, the government must show not merely that it has a rational reason for imposing the restriction, but must show that the reason is "compelling."

> *A church applies for a variance to build a modest addition to its building for Sunday school classes. Despite the church demonstrating that the addition is critical to carrying out its religious mission, that there is adequate space on the lot, and that there would be a negligible impact on traffic and congestion in the area, the city denies the variance.*
>
> *A Jewish congregation that has been meeting in various rented spaces that have proven inadequate for the religious needs of its growing membership purchases land and seeks to build a synagogue. The town council denies the permit, and the*

only reason given is "we have enough houses of worship in this town already, and want more businesses."

Because the religious organizations in these cases have demonstrated a substantial burden on their religious exercise, and the justification offered by the city in both cases is not compelling, these cases likely would be violations of RLUIPA, assuming certain jurisdictional requirements of the statute are met.

Religious institutions must be treated as well as comparable secular institutions.

Section 2(b)(1) of RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions. This is known as the "equal terms" provision of RLUIPA.

A mosque leases space in a storefront, but zoning officials deny an occupancy permit since houses of worship are forbidden in that zone. However, fraternal organizations, meeting halls, and place of assembly are all permitted as of right in the same zone.

Because the statute on its face favors nonreligious places of assembly over religious assemblies, this example would be a violation of 2(b)(1).

RLUIPA bars discrimination among religions.

Section 2(b)(2) of RLUIPA bars discrimination "against any assembly or institution on the basis of religion or religious denomination."

A Hindu congregation is denied a building permit despite meeting all of the requirements for height, setback, and parking required by the zoning code. The zoning administrator is overheard making a disparaging remark about Hindus.

If it were proven that the permit was denied because the applicants were Hindu, this would constitute a violation of 2(b)(2).

Zoning ordinances may not totally exclude religious assemblies.

Section 2(b)(3)(A) of RLUIPA provides: "No government shall impose or implement a land use regulation that totally excludes religious assemblies from a jurisdiction."

A town, seeking to preserve tax revenues, enacts a law that no new churches or other houses of worship will be permitted.

Such total exclusions of religious assemblies are explicitly forbidden by section 2(b)(3)(A).

RLUIPA forbids laws that unreasonably limit houses of worship.

Section 2(b)(3)(B) of RLUIPA provides: "No government shall impose or implement a land use regulation that unreasonably limits religious assemblies, institutions, or structures within a jurisdiction."

> *A city has no zones that permit houses of worship. The only way a church may be built is by having an individual parcel rezoned, a process which in that city takes several years and is extremely expensive.*

This zoning scheme, if proven to be an unreasonable limitation on houses of worship, would constitute a violation of section 2(b)(3)(B).