

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-17-71269
HUD# 07-18-8027-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PRAIRIE RAPIDS, L.L.C.
211 1st Avenue SE, Suite A
Cedar Rapids, Iowa 52401-1114

HIGH DEVELOPMENT CORPORATION
211 1st Avenue SE, Suite A
Cedar Rapids, Iowa 52401-1114

VANTAGE POINT, L.L.C.
211 1st Avenue SE, Suite B
Cedar Rapids, Iowa 52401-1114

COMPLAINANT

ANGELA JACKSON, COMMISSIONER
Iowa Civil Rights Commission
400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwellings in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the "accessible and usable public and common use areas," "accessible route into and through the covered unit," "light switches, electrical outlets, thermostats," and the "usable kitchens and bathrooms."¹

¹ See Iowa Code §§216.8A(3)(c)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; 216.8A(3)(c)(3)(c)(i) [Requirement 4 – Accessible Route into and Through the Covered Unit]; 216.8A(3)(c)(3)(c)(ii) [Requirement 5 – Light Switches, Electrical Outlets, Thermostats, and Other

Complainant specifically alleged, in Unit 2, 140 Rapids Square, Prairie Rapids, one feature in the common areas and three features within one of the covered ground-floor units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) the heights *from* the adjacent parking surface *to* the midlines of the keyholes at the mailbox compartments assigned to Units 1, 2, 3, and 4 at the kiosks for each of the three buildings were measured at 63 5/8” (Unit 1), 60 5/8” (Unit 2), 57 5/8” (Unit 3), and 54 5/8” (Unit 4) – all of which are higher than the 54”-maximum allowed for a parallel approach by persons using a wheelchair; (2) the change in level from the finished interior floor surface to the top of the porch doorway threshold in Unit 2 did not have 1:2 beveling and was measured to be 1 3/4”, which exceeds the 1/4”-maximum allowed for thresholds without 1:2 beveling; (3) the height of the thermostat top controls in Unit 2 was measured at 53 3/8”, which exceeds the allowed maximum height of 48”; and (4) the midline of the of the range in Unit 2 was measured at 20 1/8” from the nearest obstruction, which is less than the 24”-minimum clearance required by a person using a wheelchair to make a parallel approach to the range.

Description of the Subject Property

Subject Property

Prairie Rapids consists of three residential-unit buildings located on Rapids Square – 130, 140, and 150² – with 36 total units. All the residential buildings and common areas will be required to meet the same accessibility requirements of the ICRA and FHA. The completed buildings at Prairie Rapids were issued Certificates of Occupancy signed by Greg Ahlhelm, Building Official for the City of Waterloo, Iowa. The issue dates for each of the Certificates and the corresponding 300-day filing dates are listed in the table below:

BUILDING	CERTIFICATE OF OCCUPANCY DATE	300-DAY DATE
130	August 2, 2017	May 29, 2018
140	March 20, 2017	January 14, 2018
150	February 8, 2017	December 5, 2017

The scope of the current report includes all ground-floor dwelling units at Buildings 130, 140, and 150, and the common use areas, including the dumpsters and the mailbox kiosks located near to the main entrance of Prairie Rapids.

The dwelling units at Prairie Rapids are all 2BR/1BA units and consist of two floor-plan types – ANSI Type A and ANSI Type B.³ While ANSI Type A units are designed and built to be more accessible than what is required by the ICRA and FHA, ANSI Type B units are only designed and built to meet the minimum accessibility requirements. All three buildings are built the same with one ANSI Type A unit and three ANSI Type B units.

Respondents’ Defenses

When asked in the questionnaire what was true or false about the allegations, all Respondents answered:

Environmental Controls in Accessible Locations]; and 216.8A(3)(j)(3)(c)(iv) [Requirement 7 – Usable Kitchens and Bathrooms].

² Henceforth, each building will be referred to as “Building [address number].”

³ See Appendix B for floor plans.

We are very concerned with this complaint and will do our very best to address any concerns that are included in the letter.

Our goal is to address and correct any issues you and the commission see as an error on our part. We are committed to fair and equal housing and as stated above take this very seriously.

- Mail box violation conflicts with USPS requirements
- The 24" obstruction clearance requirement is to be on both sides?

Report of Preliminary Findings:

ICRC Investigators inspected three covered ground-floor units at Prairie Rapids, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of the units listed in the table above, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) Although no instructions were found for the installation of signage designating spaces as reserved for persons with disabilities, the plans submitted by Respondents includes notes and diagrams, which indicated a requirement for paint markings to designate these spaces. The relevant instructions and plan diagrams are shown below.

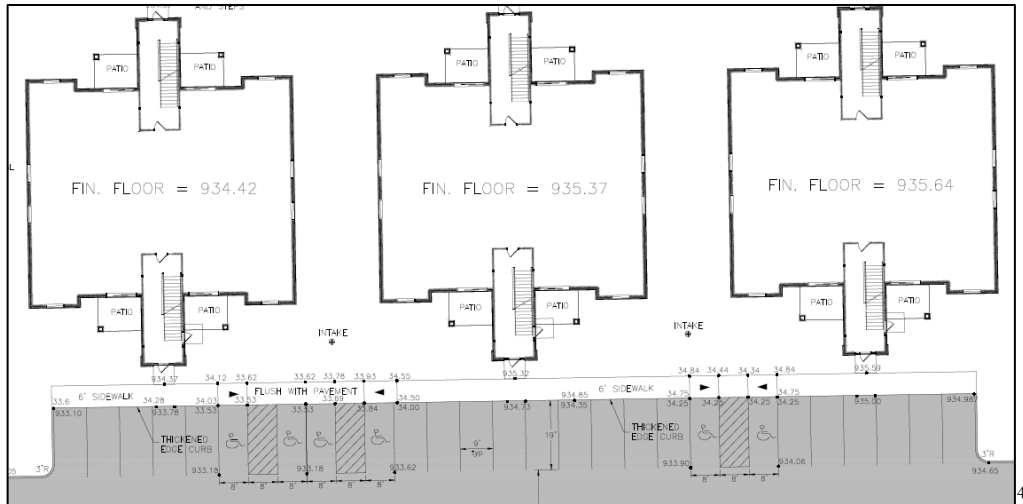
PAVEMENT MARKING NOTES:

1. PAINT PARKING STRIPING AND SIDEWALK CURBS, TRAFFIC DIRECTION ARROWS, HANDICAP SYMBOLS AND FACE OF LIGHT POLE BASES "WHITE" WHERE SHOWN ON PLANS.

2. PAVEMENT MARKINGS SHALL BE FAST DRY TRAFFIC LANE MARKING PAINT CONFORMING TO IDOT STANDARD SPECIFICATIONS, LATEST EDITION, SECTION 4183.03. REFLECTORIZED SPHERES FOR TRAFFIC PAINT SHALL MEET THE REQUIREMENTS OF IDOT STANDARD SPECIFICATIONS, SECTION 4184.

3. PAINTING SHALL NOT BEGIN UNTIL PAVEMENT SURFACE HAS BEEN POWER BROOMED AND HAND SWEEP AS NECESSARY TO REMOVE LOOSE MATERIALS AND DIRT; AND NOT BEFORE ADEQUATE CURING TIME HAS BEEN OBTAINED ON THE PAVEMENT. MINIMUM CURING TIME FOR ASPHALT PAVING SHALL BE 7 DAYS.

4. APPLY PAINT AT MANUFACTURER'S RECOMMENDED RATES IN TWO SEPARATE COATS FOR ALL PAVEMENT MARKINGS. ALL STRIPES ARE 4 INCHES WIDE UNLESS OTHERWISE INDICATED. HANDICAP SYMBOLS SHALL CONFORM TO APPLICABLE A.D.A. REGULATIONS.



Based on these instructions and diagrams, paint stripes defining the width of these parking spaces were required. If the marking stripes would have been painted according to the instructions and diagrams referenced above, the width of these parking spaces could have been defined and would have been compliant with the width requirements from ANSI 1986, 2003, and 2009, and the marking requirements from ANSI 2003 and 2009. However, the required markings were observed to be absent during both the testing and the inspection of Prairie Rapids. Finally, as built, the required signage designating spaces as reserved for persons with disabilities is missing. The lack of signage and markings allows persons without disabilities to legally park both in front of and to either side of the curb ramps, which prevents persons with disabilities from parking as close as possible to the accessible curb ramps.

2) The mailboxes for the 36 units at Buildings 130, 140, and 150 are housed in three 12-compartment mailbox kiosks adjacent the main entrance of Prairie Rapids.⁵ None of the buildings at Prairie Rapids have an elevator. Therefore, only the mailboxes for the ground-floor units must meet reachability requirements.

There is sufficient clearance in front of all mailbox kiosks to allow for a parallel approach by persons using a mobility-assistive device such as a wheelchair. The height *from* the concrete pad where the kiosks are installed *to* the midline of the keyholes at the top three rows of mailboxes measured 50 ⁷/₈" (Unit 3), 54 ¹/₈" (Unit 2), and 57 ¹/₂" (Unit 1). However, there is a 6"-high curb immediately in front of the kiosks, which increases the reach height for tenants who use a wheelchair. Therefore, the resulting reach heights for tenants using a wheelchair are 56 ⁷/₈" (Unit 3), 60 ¹/₈" (Unit 2), and 63 ¹/₂" (Unit 1). The height of each of these mailbox compartments exceeds the 54"-maximum allowed by ANSI 1986 for a parallel approach by a person using a mobility assistive device such as a wheelchair.⁶ Instructions about the height of the mailboxes were not included in the plans submitted by Respondents.

3) The interior threshold heights at the sliding glass doorways in the residential units at all inspected units at no less than 1 ⁵/₁₆", which exceeds the ¹/₄-inch maximum allowed for thresholds without beveling.⁷ These thresholds are too high, rendering them unusable by persons using wheelchairs. Instructions about the height of the thresholds were not included in the plans submitted by Respondents.

⁴ See Appendix B.

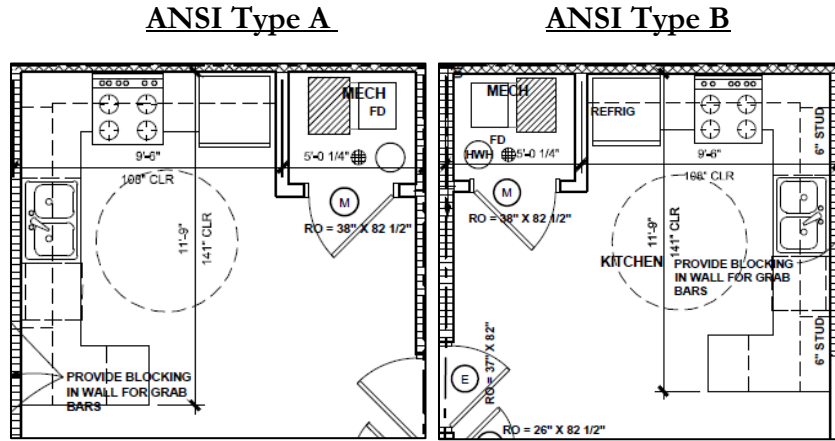
⁵ See Appendix A, Figure 3A for location of mailbox kiosks as captioned in the site plans.

⁶ See Appendix A, Photos 2A and 2B.

⁷ See Appendix A, Photo 3A.

4) The height of the top control buttons of the thermostats in Unit 2 was measured at 53 1/2", which exceeded the 48"-maximum height.⁸ The height of the thermostat in Building 140 -Unit 2 is too high, rendering it unusable by persons using wheelchairs. Instructions about the height of the thermostats were not included in the plans submitted by Respondents.

5) The plans submitted by Respondents include scaled drawings of the dwelling units. The relevant portions of the drawings for an ANSI Type A unit and an ANSI Type B unit are shown below:⁹



Based on the scaled drawings above, the midline of the range was designed to be about 20" away from the adjacent opposing countertop. In all inspected units, the midline of the range was measured to be 20 1/4" away from the opposing countertop, which is less than the 24"-minimum required for a parallel approach by someone using a wheelchair.¹⁰ As designed and built, the kitchens in all inspected units are unusable because the midlines of the ranges are too close to the opposing countertops to allow tenants using wheelchairs to make the required parallel approach.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will install parking paint stripes and signage in compliance with Sections 4.6 and 4.28 from ANSI 1986.
- 2) Respondents will coordinate with the United States Postal Service to reassign the mailbox compartments, such that the mailboxes of all ground-floor units will be at or below the 54"-maximum height above the parking surface.
- 3) Respondents will bevel the finished floor surface near the interior side of the threshold of the doorway from the living room to the porch, with beveling that does not exceed the 1:2-maximum ratio, to bring the threshold height to within the 3/4"-maximum allowed.
- 4) Respondents will relocate the thermostats to decrease the height to the highest operable control to no more than the 48"-maximum height.

⁸ See Appendix A, Photo 4A.

⁹ See Appendix B.

¹⁰ See Appendix A, Photo 5A.

5) Respondents will adjust kitchen counters and cabinets, and relocate the ranges to allow a 30" x 48" minimum clear floor space centered on range to increase the clearance from center of range to nearest obstruction to the 24"-minimum and allow the required parallel approach by someone in a wheelchair.

Assessment of Deficiencies:

Respondents stated in their written responses to the ICRC questionnaire According to the plans submitted by Respondents, all units were built in accordance with the scoping requirements of the 2012 International Building Code [IBC 2012], which incorporates the standards of the 2009 American National Standards [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements]. Neither the IBC 2012 nor the ANSI 2009 is one of the safe harbors accepted by HUD.¹¹ Therefore, the Manual and the Guidelines, which incorporate ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2012 or ANSI 2009.

The common use areas – dumpsters and the mailbox kiosks located near to the main entrance of Prairie Rapids – however, are governed by the FHA since they are only for use by the residents of Prairie Rapids and their guests. The ADA will not be referenced in the current report, because there is no leasing office or other public areas at Prairie Rapids.

Following is the assessment of Respondents' proposed retrofits, based on the scoping and technical requirements of the 2010 ADAAG, the Manual, and ANSI 1986:

- 1) ICRC concurs with Respondents' proposal to install parking paint stripes and signage in compliance with Sections 4.6 and 4.28 from ANSI 1986. ICRC will require that this modification be completed within 60 days of the date of the Closing Letter from ICRC.
- 2) ICRC concurs with Respondents' proposal to coordinate with the United States Postal Service to reassign the mailbox compartments, such that the mailboxes of all ground-floor units will be at or below the 54"-maximum height. ICRC will require that this modification be completed within 60 days of the date of the Closing Letter from ICRC.
- 3) ICRC concurs with Respondents' proposal to install a bevel or ramp at the finished interior-floor surface near the threshold of the sliding glass doorways. However, ICRC will require the bevel or ramp to have a ratio that does not exceed the 1:12-maximum ratio for accessible ramps, because the interior threshold heights exceed the 3/4"-maximum allowed with 1:2 bevels.
- 4) ICRC concurs with Respondents' proposal to relocate the thermostats to decrease the height of the highest operable control to no more than the 48"-maximum height allowed by ANSI 1986. ICRC will require that this modification be completed within one year of the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.
- 5) ICRC concurs with Respondents' proposal to modify kitchen counters and cabinets, and relocate the ranges to allow a 30" x 48" minimum clear floor space centered on range to increase the clearance from center of range to nearest obstruction to the 24"-minimum and allow the required parallel approach by someone in a wheelchair. ICRC will require that this modification be completed within one year of the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

¹¹ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

- 1) Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
- 2) Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).
- 3) Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).
- 4) Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).
- 5) Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
- 6) Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
- 7) Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. Part 100.200 et seq.; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

Requirement 1 – Accessible building entrance on an accessible route.

Requirement 2 – Accessible and usable public and common areas.

Requirement 3 – Usable doors.

Requirement 4 – Accessible route into and through the covered dwelling unit.

Requirement 5 – Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6 – Reinforced walls for grab bars.

Requirement 7 – Usable kitchens and bathrooms.

Voluntary and Full Settlement

8) The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

9) The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

10) The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

11) Respondents agree the ICRC may review compliance with this Agreement. And as part of such review, Respondents agree the ICRC may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the ICRC.

Disclosure

12) Because, pursuant to Iowa Code §216.15A(2)(d), the ICRC has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa’s Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

13) Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of

Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

14) Respondents agree to submit to ICRC the names of all employees who currently participate in the development, design, and/or construction of covered multifamily properties, as defined in “7)” paragraph on Pages 7 and 8 of the current agreement, within 14 days from the date of the Closing Letter from ICRC. If there are no employees currently involved in the development, design, and/or construction of covered multifamily properties, Respondents agree to submit a signed statement to ICRC indicating this fact.

If any employee starts participating in the development, design, and/or construction of covered multifamily properties within one year from the date of the Closing Letter from ICRC, Respondents agree to notify ICRC of the change, including the names of any applicable persons, within seven days from the date of the change.

15) Respondents agree all persons identified in “14)” paragraph of the current section will:

(a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

The training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development. Additionally, attendance at one of the training events offered by Fair Housing Accessibility First – information about which is available online at <http://www.fairhousingfirst.org/training/calendar.html> - will fulfill the requirement for this term.

(b) Complete the training pursuant to “(a)” paragraph above within 180 days of the date of the Closing Letter from the ICRC if currently developing, designing, and /or building covered multifamily properties.

(c) Complete the training pursuant to “(a)” paragraph above within 180 days of their first day of developing, designing, and /or building covered multifamily if not currently engaged in the aforementioned activities.

(d) All persons identified in “14)” paragraph of the current section also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten days of completing the training.

16) Respondents agree all persons identified in “14)” paragraph of the current section will:

(a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

- (b) Submit separate signed written statements via email from each of the Respondents' representatives named above in paragraph "(a)", and their current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties indicating:
- i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
 - ii. They understand what the Seven Main "Design Requirements of the Guidelines" are by listing them in the written statement.
- (c) Complete the requirements in "(a)" and "(b)" paragraphs of the current section within 120 days of the date of the Closing Letter from the ICRC if currently developing, designing, and /or building covered multifamily properties.
- (d) Complete the requirements in "(a)" and "(b)" paragraphs of the current section within 120 days of their first day of developing, designing, and /or building covered multifamily if not currently engaged in the aforementioned activities.

Required Modifications or Retrofits

- 17) Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – Parking Area

- (a) The parties agree that the parking area adjacent to Buildings 130, 140, and 150 lack the required paint strip markings and signage required by ANSI 1986 to allow identification of the parking spaces and access aisles.
- (b) Respondents agree they will install the required paint stripe markings and signage to identify at least one access aisle and parking space adjacent to the curb ramps located near Buildings 130, 140, and 150, and in compliance with all requirements – including the minimum dimensional requirements – specified in Sections 4.6 and 4.28 from ANSI 1986, which is available online at: <http://cdn.loc.gov/service/ll/fedreg/fr055/fr055116/fr055116.pdf>.¹²
- (c) Respondents agree to complete the retrofits described in the current section within 60 days from the date of the Closing Letter from ICRC.

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree the mailbox compartments are unusable for someone in a wheelchair because the height from the parking surface to the midline of the keyholes of the mail compartments exceeds the 54"-maximum height allowed by ANSI 1986.
- (b) Respondents agree they will coordinate with the United States Postal Services (USPS) Postmaster in Waterloo, Iowa to rearrange the mailbox numbers of assigned to the ground-floor units at mailbox kiosks for Buildings 130, 140, and 150 – such that all ground-floor units will have mailbox keyholes with midlines

¹² ANSI 1986 starts on page 198 of the PDF file available online.

that do not exceed the maximum the 54"-height as measured from the parking lot surface – that is allowed because there is sufficient clearance for tenants who use a wheelchair to make a parallel approach.

(c) Respondents agree to complete the retrofit described in the current subsection within 60 days from the date of the Closing Letter from ICRC.

Usable Doors – Threshold for Secondary Door to Balcony

(a) The parties agree the interior threshold heights onto the finished floor surface at the doorways to the porches of all inspected units exceed the 1/4"-maximum height allowed by the Manual for interior thresholds without 1:2 beveling at secondary doorways.

(b) Respondents agree they will install ramps with a running slope of no greater than 1:12 at the interior side of the threshold at the doorway from the living room to the porch in all ground-floor units, as required by the Manual.

(c) Respondents agree they will complete the retrofit described in the current subsection within one year of the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations – Thermostats

(a) The parties agree the height of the top thermostat controls in all inspected units exceed the maximum height of 48", as allowed by the Manual.

(b) Respondents agree they will vertically relocate the thermostats in all units to a lower height, such that the display screen and all operating buttons do not exceed maximum height of 48", as required by the Manual.

(c) Respondents agree they will complete the retrofit described in the current subsection at all ground-floor units within one year from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Usable Kitchens – Clear Floor Space at Range

(a) The parties agree the distance from the midline of the range to the nearest obstruction in all inspected units was measured at less than the 24"-minimum required by the Manual.

(b) Respondents agree they will modify the kitchen base cabinets and counters adjacent to the range at all ground-floor units in Buildings 130, 140, and 150, and then move the range further away from the nearest obstruction to increase the distance from the midline of the range to the nearest obstruction to no less than the 24"-minimum required in the Manual.

(c) Respondents agree they will complete the retrofit described in the current subsection at all ground-floor units within one year from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Required Timelines for Completion of Modifications or Retrofits

18) Respondents agree to notify all current tenants, via a letter, within 60 days from the date of the Closing Letter from ICRC about the option to make a reasonable accommodation request because of a disability for any of the above-required modifications or retrofits in their units, at no charge to the tenants.

19) Respondents agree to complete all retrofits requested as a reasonable accommodations within 14 days from the date the request is submitted by the tenant.

20) Respondents agree, for any tenant who makes a reasonable modification request that concerns one or more of the above-required modifications or retrofits, they will allow the tenant to make the decision whether the above-required modifications or retrofits are made during their tenancy. Respondents also agree those tenants who make that decision will be allowed to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected tenants to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such move.

Mandatory Reports

18) Respondents agree to notify ICRC when they have completed the required modifications or retrofits for each of the units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC after each unit or common area is modified or retrofitted will continue until all required modifications or retrofits have been completed in all applicable units.

19) Respondents agree to send a copy to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) of all written reasonable accommodation requests for the above-required retrofits and modifications received within one year from the date of the Closing Letter from ICRC.

20) Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents. If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC.

21) The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

Prairie Rapids, L.L.C.
RESPONDENT

Date

High Development Corporation
RESPONDENT

Date

Vantage Point, L.L.C.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date