

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-18-71443
HUD# 07-18-8305-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

201, LLC

5665 Greendale Road, Suite A
Johnston, Iowa 50131-1592

THE HANSEN COMPANY, INC.

5665 Greendale Road, Suite A
Johnston, Iowa 50131-1592

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," the "usable doors," the "accessible route into and through the covered unit," the "light switches, electrical outlets, thermostats, and other environmental controls in accessible locations," and the "usable kitchens and bathrooms."¹ Complainant specifically alleged, in Units 503, 508, 621, and 710, 210 East Walnut Street, City Square Lofts ("City Square"), one feature in the common areas and four features within at least one of the four of the covered units appeared

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

inaccessible to a person utilizing a wheelchair for mobility – (1) the heights of the midlines of the keyholes at the top four rows of mailboxes at the wall-mounted mailbox station were measured at 56 5/8” (fourth to top row), 60 1/4” (third to top row), 64 1/4” (second to top row), and 68” (top row); (2) the clear opening width of the door to the bathroom in Unit 503 was measured at 27 7/8”, which is less than the 31 5/8”-minimum required for secondary doorways; (3) the change in level from the interior finished-floor surface to the top of the balcony-door threshold in Unit 710 was measured at 1 3/4”, which exceeds the 1/4”-maximum allowed for interior thresholds at secondary doorways without 1:2 beveling, which was observed to be lacking; (4) the heights of the thermostat top controls were measured at 59” in Units 503, 508, 621, and 721, which is more than the allowed maximum height of 48”; and (5) the midline of the range in Unit 621 was measured to be 15” away from the wall adjacent to the left of the range – the nearest obstruction – which is less than the 24”-minimum clearance required for a person in a wheelchair to be able to make a parallel approach to the range.

Description of the Subject Property

Subject Property

City Square consists of one residential-unit building located at 210 E Walnut Street.² The residential building and common areas will be required to meet the same accessibility requirements of the ICRA and FHA. The residential building was issued a Certificate of Occupancy – signed by Cody Christensen, Building Official for the City of Des Moines, on March 31, 2017.

According to City Square’s website, this property has 124 units that are configured as shown in the table below, which includes floor numbers, unit numbers, whether the unit is single or multistory, total units per floor, and total number of units by unit-block number totals, as grouped by the first digit of the unit numbers.³

UNIT NUMBERS	FLOOR NUMBERS	STORIES (Single / Multi)	UNIT BLOCK TOTALS
102 – 112	1 and 2	Multi	16
101, 113-116	1, 2, and 3		["100's" units]
401-411, 414, 416, 417, 419, 422, 424, and 426	4	Single [18 units]	29
412, 413, 415, 418, 420, 421, 423, 425, and 427 – 429	4 and 5	Multi [11 units]	["400's" units]
501 – 528	5	Single	28 ["500's" units]
601 – 628	6	Single	28 ["600's" units]
701 – 723	7	Single	23 ["700's" units]
TOTAL			124 UNITS [97 single-story + 27 multistory]

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

³ See floor plans online at <http://citysquarelofts.com/floor-plans/> (Last visited on Nov. 20, 2017).

Therefore, the 97 single-story units and the 11 “400’s” multi-story units will be fully covered because all levels in these units have direct entrances to the common hallway. However, only the first and third levels in the “100’s” multistory units have direct entrances to the common hallway.⁴ Therefore, only the first and third levels in the “100’s” unit – which have direct entrances to the common hallway – will be covered.

The scope of the current agreement includes all of the dwelling units – in the manner described above – and the public and common use areas, including the dog park, fitness center, theater room, billiards room, community grills and fire pit, rooftop garden, community rooms, public bathroom, leasing office, elevator, dumpsters, and wall-mounted mailboxes adjacent to the main building entrance.

The dwelling units at City Square have been grouped by Respondents based on their floor-plan configurations.⁵ Respondents’ organization of the floor-plan types has resulted in 13 groups of units.⁶

The table below lists either the individual unit type or the unit types grouped together. It also provides the total number of units by group and floor level.

Unit Type Groups	Unit Numbers in Groups	Inspected Unit Numbers	Total Units Per Groups
1	105-116, and 418-429	109	24
2	101-104, 412, 413, and 415	103	7
3	414, 514, 520, 614, 620, 712, 716, and 718	414	8
4	404, 408, 502, 504, 508, 602, 604, 607, 702, 704, and 706	508	11
5	402, 527, 528, 627, and 628	627	5
6	526 and 626	626	2
7	405-407, 417, 505-507, 517, 518, 605, 606, 608, 617, 618, and 715	417	15
8	416, 516, 522, 523, 525, 616, 622, 623, 625, 714, and 719-721	625	13
9	512, 513, 515, 612, 613, 615, 710, and 713	713	9
10	411, 511, 611, and 709	709	4
11	705 and 723	723	2
12	717 and 722	717	2
13	401, 403, 409, 410, 501, 503, 509, 510, 519, 521, 524, 601, 603, 609, 610, 619, 621, 624, 701, 703, and 708	503, 521	22
		TOTAL	124

Respondents’ Defenses

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

⁴ *Id.*

⁵ See Appendix B for floor plans.

⁶ See Appendix C for floor plans indicating the organization of units by floor-plan similarities.

We believe the thermostat mounting height deficiency to be true at the referenced units and will be remedied as set forth above.

Based on the visited seventh (7th) floor unit we believe the door to the balcony door threshold heights on the top floor to be true.

Based on the design documents, we believe the appliance clearance to be false.

We believe that the bathroom door width deficiency in Unit 503 is true.

We believe the mail compartments being mounted outside of the allowable vertical reach range to be true and will be remedied as set forth above.

Report of Preliminary Findings:

ICRC Investigators inspected five units at City Square, 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 from the previous page, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

The mailboxes for all 124 units at City Square are housed within the wall-mounted mailboxes adjacent to the main entrance of the residential building. The residential building at City Square has an elevator. Therefore, the mailboxes for all units must meet reachability requirements.

1) 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 to the midline of the keyholes at the top four rows of mailboxes measured no less than 56", which exceed the 54"-maximum allowed for a parallel approach by ANSI 1986, and renders these mailboxes inaccessible.⁷

The plans submitted by Respondents did not include instructions or diagrams for the installation of mailboxes.

2) ANSI requires the opening force for interior-hinged doors to be no greater than 5 pounds, and the maximum force required to open exterior-hinged doors is 8 ½ pounds. The following are the measurements gathered for the force required to open the doors to common areas and balcony doors at dwelling units, which exceeded either the 5-pound or 8 ½-pound maximum allowed requirement as applicable:

⁷ See Appendix A, Photo 1A.

COMMON AREA OR UNIT NUMBER	MAXIMUM LBS. OF FORCE ALLOWED	POUNDS OF FORCE REQUIRED TO OPEN DOOR
Fitness Center	5 (Interior)	10 ½
Theater	5 (Interior)	11
Rooftop	8 ½ (Exterior)	16
Public Unisex Bathroom (7 th floor)	5 (Interior)	12
109 (balcony door)	8 ½ (Exterior)	11
414 (balcony door)	8 ½ (Exterior)	12
417 (balcony door)	8 ½ (Exterior)	10 ½
508 (balcony door)	8 ½ (Exterior)	10
521 (balcony door)	8 ½ (Exterior)	10 ½
627 (balcony door)	8 ½ (Exterior)	14

The doors listed in the table above require too much force to open, which makes them unusable for persons with disabilities who have diminished strength to push or pull.

The plans submitted by Respondents did not include information about the maximum force allowed to open doors.

3) ICRC Investigators took measurements of the clear opening width at the interior doors within all inspected units. Only the clear opening widths that measured less than the required 31 ⅝-inch minimum are reported in the table below.

UNITS	DOORWAY LOCATION	CLEAR OPENING WIDTH IN INCHES
Unit 417	Balcony	30 ¼
Unit 503 ⁸	Bathroom	27 ¾
Unit 625	Balcony	30 ⅛

The secondary doorways listed in the table above are unusable for a person using a wheelchair because they measure less than the 31 ⅝-inch minimum clear opening width.

The plans submitted by Respondents did not include information about the minimum clear opening width of doorways.

4) The table below lists the units with interior-threshold height values measured at the secondary doorway to the balcony that exceeded the ¼"-maximum allowed the Manual, and the measured heights.

Unit	Height
Unit 709	1 ⅜"
Unit 713 ⁹	1 25/32"
Unit 717	1 23/32"
Unit 723	1 23/32"

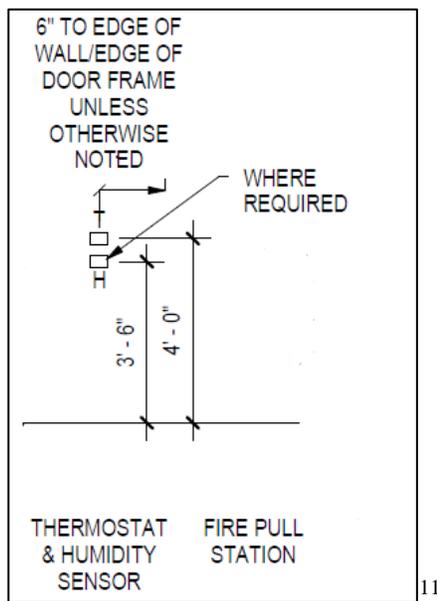
⁸ See Appendix A, Photo 2B.

⁹ See Appendix A, Photo 3A.

In the units listed in the table above, the interior threshold heights at the secondary doorways to the balcony significantly exceed the 1/4"-maximum allowed for thresholds without beveling. These thresholds are too high, rendering these thresholds unusable by persons using wheelchairs.

5) The height of the top control buttons of the thermostats in Units 109, 417, 508, 627, 626, 627, 709, 713, and 723 was measured at no less than 59", which exceeds the 48"-maximum height, with measured height.¹⁰

The plans submitted by Respondents included the following instructions and diagrams for the installation of the thermostats:



The heights of the thermostats in these inspected units would have been compliant with the 48"-maximum height requirement as referenced above if installed according to the plans. But, as built, they are too high, rendering them unusable by persons using wheelchairs.

During the inspection, Respondents demonstrated to ICRC Investigators that the thermostats are wireless, may be slid off the wall-mounted base by the tenant, and moved to a reachable height. Although the thermostats may easily be moved to a reachable height, the default placement of the thermostat is on the wall-mounted base, which is currently at an unreachable height in these units.

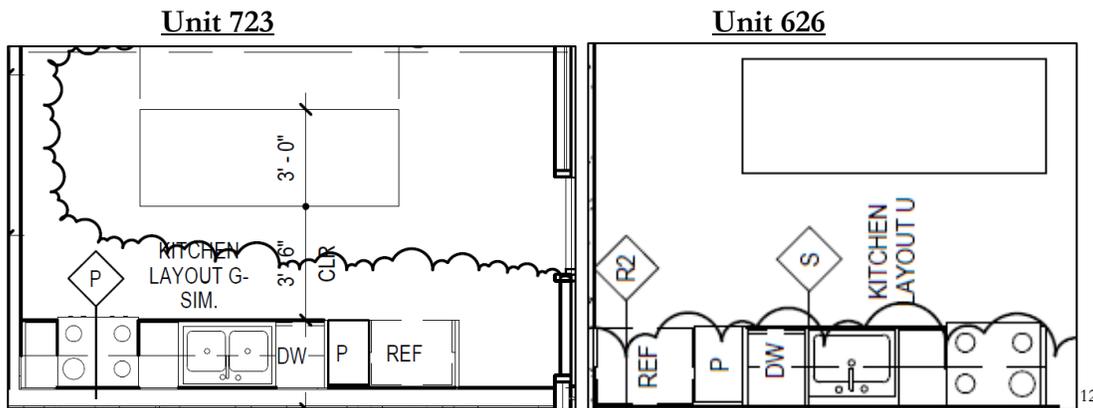
6) The kitchens in Units 103, 109, 414, 626, and 723 have an island. The width of the path between the island and the opposing features was measured at less than 40, as reported in the table at the top of the next page.

¹⁰ See Appendix A, Photo 4A.

¹¹ See Appendix B, Sheet Name: "Accessibility Details and Typical Mounting Heights" Sheet G0.07.

UNITS	MEASUREMENT TAKEN BETWEEN ISLAND AND ...	CLEAR OPENING WIDTH IN INCHES
Unit 103	Refrigerator	39 ¼
Unit 109	Refrigerator	39 ¼
Unit 414	Range	37
Unit 414	Opposing counter near refrigerator	39 ⅝
Unit 626	Range	39 ⅜
Unit 626	Refrigerator	34 ¼
Unit 723	Refrigerator	33 ¼

Respondents submitted plans for all units. The clear width of the path between the kitchen island and opposing features is the same for all units in the table above. The plans for the kitchens in Units 723 and 626 are shown below:



The kitchen island was designed to be (i) 48" away from the opposing features in Unit 626; and (ii) 42" in Units 103, 414, and 723.

The widths of the paths in these kitchens would have been compliant with the required 40"-minimum width if installed according to the plans. But as built, they are too narrow, rendering them unusable by persons using wheelchairs.¹³

7) The midline of the kitchen range in Unit 521 was measured to be 16 ¾" from the adjacent wall, which is less than the 24 inch-minimum required.¹⁴ In Unit 621 – which has the same exact floor plan as Unit 521 - ICRC Tester measured the midline of the range to be 15" from the adjacent wall.

The range in this unit is too close to the opposing countertop, which renders this kitchen unusable by tenants who utilize wheelchairs.

¹² See Appendix B, pages 7 and 9.

¹³ See Appendix A, Photos 7A and 7B.

¹⁴ See Appendix A, Photo 5B

8) The distance between the midline of the toilet to the grab-bar side in Unit 709 was measured at 17 1/8" to the furred wall near the bathing fixture, and at 14 3/4" to the vanity cabinet. These two measurements total 29 7/8", which is less than the 33"-minimum required in the Manual.¹⁵ This toilet is too close to the wall to be accessible and usable by persons utilizing a wheelchair for mobility.

9) The height of the bathroom towel bars in in the Units 414, 417, 625, 626, 627, 709, 713, 717, and 723 was measured at no less than 60 inches. Therefore, the towel bars are unreachable and unusable by persons using a wheelchair because their heights exceed the 54"-maximum allowed because there are no obstructions in front of the towel bars.¹⁶

The plans submitted by Respondents included no information providing guidance for the installation of the towel bars.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will coordinate with the United States Postal Service ("USPS") to increase from 50% to 100% the portion of mailboxes with the midlines of the keyholes at heights no greater than the 54"-maximum height allowed by the Manual. If the physical space available in the mailbox area is not sufficient to allow for all 100% to be made reachable for persons using a wheelchair, Respondents will bring the portion of reachable mailboxes to as close as possible to 100%.
- 2) Respondents will adjust the self-closers of the interior doors to the Fitness Center, Theater, and the Public Unisex Bathroom on the seventh floor to decrease door-opening force of these doors to no more than the 5-lb. maximum allowed.

However, Respondents maintain that it is not possible to obtain accurate measurements of the door-opening force of exterior doors because these measurements will vary according to the pressure exerted by changing wind conditions, including the wind speeds that are higher at the upper floors than the lower floors. Respondents referred to the following guidance provided by United States Access Board, who publishes the 2010 ADAAG:

Opening Force of Exterior Doors

The opening force of exterior swing doors is impacted by wind loading and other exterior conditions, gasketing, HVAC systems, energy efficiency, and the weight of doors. The minimum force needed to ensure proper closure and positive latch usually exceeds the accessible limit of 5 pounds of force (lbf) required at other doors. For this reason, a maximum opening force is not specified for exterior hinged doors.¹⁷

Finally, although ANSI 1986 has a requirement for the maximum opening-force of exterior doors, Respondents maintain the newer versions of ANSI, including the two more recent ANSI editions that are

¹⁵ See Appendix A, Figure 9A.

¹⁶ See Appendix A, Photo 8A.

¹⁷ <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/guide-to-the-ada-standards/chapter-4-entrances,-doors,-and-gates> (Last visited on October 4, 2018).

included in the Safe Harbors accepted by HUD – ANSI 1998 and ANSI 2003. Therefore, Respondents claim the exterior doors providing access to the Rooftop common area, and the balconies of Units 109, 414, 417, 508, 521, and 627 are not out of compliance with the door-opening force requirement for the reasons described above.

3) Respondents will replace the existing door hinges at the doorways that are too narrow with swing-clear hinges to allow these doors to fully swing out of the doorway opening to increase the clear opening width. If the clear opening width is still less than the required 31 5/8”-minimum width with the swing-clear hinges, Respondents will also retrofit the doorway to comply with the minimum clear opening width.

4) Respondents will make available to tenants an accessible ramp for one doorway leading from the living room to the balcony – if the interior finished floor surface is not carpeted – or, if carpeted, either shims under the carpet or an accessible ramp at the interior side of the thresholds of one doorway from the living room to the balconies at the units with interior thresholds that exceed the 1/4”-maximum height.

Respondents will add the option for installation of ramps to a pre-lease checklist indicating a tenant request.

5) Respondents will relocate the thermostats – which are wireless and removable – to a default location that is accessible such as the kitchen cabinet drawer adjacent to the refrigerator. Respondents will allow tenants to move the thermostats to a different location during their tenancy. At the end of each tenancy, Respondents will again place the thermostat in either drawer adjacent to the refrigerator to another accessible default location in preparation for the next tenant.

6) Respondents will either relocate or otherwise retrofit the electrical plug for either the refrigerator or the range to allow the appliance to be moved further away from the opposing countertop so as to increase the clear width of the path around the kitchen island to no less than the 40” minimum.

7) Respondents will slide the range in Units 521 and 621 away from the wall to the rear of the range such that the front face of the range will match the front face of the wall adjacent to the left of the range – which will allow persons who use a wheelchair to have a parallel approach with a 30”-by-48” clear floor space centered on the range.

8) Respondents are currently exploring retrofit options for increasing the distance from the furred wall to the left of the toilet and the vanity cabinet to right of the toilet in Unit 709, such that the distance between the obstructions on both sides of the toilet will be no less than the 33”-minimum required.

9) Respondents will install a hook or towel bar at a height of no less than 54” in the bathrooms at Units 414, 417, 625, 626, 627, 709, 713, 717, and at all other units with covered bathrooms that have towel bars with heights exceeding the 54”-maximum height.

Assessment of Deficiencies:

Respondents stated 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.¹⁸ 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 public areas must meet the requirements of the ADA in addition to those of the FHA, as people other than residents or residents' visitors will visit or frequent those areas. The common use areas, however, such as the dog park, fitness center, theater room, billiards room, community grills and fire pit, rooftop garden, community rooms, dumpsters, and wall-mounted mailboxes adjacent to the main building entrance are governed by the FHA since they are only for use by the residents of City Square and their guests. The ADA will only be referenced in the current agreement for the public areas, which include public bathroom, leasing office, and elevator.¹⁹ Finally, the requirements of the ADA will be presented as stated in the "2010 American with Disabilities Act Standards: 2004 ADAAG for Titles II and III Facilities" (ADAAG). *See* 42 U.S.C. 12204, Part 1191, Appendix A, and 42 U.S.C 12186(b); 28 CFR Part 36, Appendix B.

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

1) ICRC agrees with Respondents' proposal to coordinate with the United States Postal Service ("USPS") to increase from 50% to 100% the portion of mailboxes with the midlines of the keyholes at heights no greater than the 54"-maximum height allowed by the Manual. If the physical space available in the mailbox area is not sufficient to allow for all 100% to be made reachable for persons using a wheelchair, ICRC will require Respondents to bring the portion of reachable mailboxes to no less than 80%.

ICRC will require this retrofit to be completed within 60 days from the date of the Closing Letter from ICRC.

2) ICRC agrees with Respondents' proposal to adjust the self-closers of the interior doors to the Fitness Center, Theater, and the Public Unisex Bathroom on the seventh floor to decrease door-opening force of these doors to no more than the 5-lb. maximum allowed. ICRC will require this retrofit to be completed within 30 days from the date of the Closing Letter from ICRC.

Although ANSI 1986 has a maximum 8 ½ lbs. requirement for the door-opening force at exterior doors, ICRC concedes that the more recent versions of ANSI²⁰ and the United States Access Board – as published in the 2010 ADAAG²¹ – have no requirement for the door-opening force of exterior doors. ICRC also acknowledges the environmental conditions affecting the door-opening force of exterior doors. Therefore, ICRC's measurements of the door-opening force of the exterior doors that were reported in the table on page 5 of the current agreement are no longer determined to violate the ICRA and FHA since there are no maximum door-opening force requirements established in the more recent applicable codes for exterior doors – including those recognized by HUD as Safe Harbors.

¹⁸ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on July 19, 2018).

¹⁹ The 2010 ADAAG defines "Public Use" as "[I]nterior or exterior rooms or spaces that are made available to the general public. Public use may be provided at a building or facility that is privately or publicly owned." *See* "Definitions" on page 47 of ADAAG available online at http://www.ada.gov/reggs2010/2010ADAStandards/2010ADAStandards_prt.pdf (Last visited on Oct. 11, 2018). Therefore, since the hallways and parking spaces are available for use by prospective tenants, who are part of the general public, these areas are deemed to be "Public Use."

²⁰ *See* ANSI 2003

²¹ *See* 2010 ADAAG, Section 404.2.9.

3) ICRC agrees with the Respondents proposal to (i) replace the existing door hinges at the doorways that are too narrow in Units 417, 503, and 625 with swing-clear hinges to allow these doors to fully swing out of the doorway opening to increase the clear opening width; and (ii) retrofit the doorway to comply with the minimum clear opening width of 31 5/8" if replacing the hinges still results in doorways that are too narrow. ICRC will also require Respondents to verify compliance of the clear opening width of the same doors – that were measured to be too narrow in the inspected units – at all units with similar floor plans as reported in the table on page 3 of the current agreement.

These retrofits may be completed after the current tenant has moved and before the next tenant moves into the unit. However, ICRC will require these retrofits to be completed at the inspected units and at all other units – which Respondents verify to have interior doorways that are too narrow – within 1 year from the date of the Closing Letter from ICRC. ICRC will require for tenants to be notified within 30 days of the date of the Closing Letter from ICRC about the option to have retrofits completed sooner due to a disability

4) ICRC agrees with Respondents' proposal to make available to tenants accessible ramps or shims but will require these ramps or shims to be flush against the interior thresholds for access to all balcony doorways located in each unit which exceed the 1/4"-maximum height, and not only at the doorway from the living room to the balcony in each unit.²² Within 30 days of the date of the Closing Letter from ICRC, Respondents will advise current tenants that ramps or shims will be installed in their unit and provide tenants an opportunity to elect not to have such ramps or shims installed in their unit. Current tenants will be advised in the initial correspondence that if the tenant requires a ramp or shim in the future due to a disability such ramp or shim will be provided at no cost to the tenant. For new tenants, a pre-lease checklist will include the option for a tenant to elect not to have a ramp or shim installed in their unit to access all balcony doorways located in each unit, and indicate that this retrofit will be completed if they do not make a selection. In the absence of an election by the tenant not to have ramps or shims installed, Respondents shall install the ramps or shims.

ICRC will also require Respondents to verify compliance with the 1/4"-maximum height requirement of the height at the interior threshold of all doorways to the balcony in all units within the same floor-plan groups – reported in the table on page 3 of the current agreement – as the inspected units.

ICRC will require these retrofits to be completed at the inspected units and at all other units – which Respondents verify to have interior thresholds that are too high – within one year from the date of the Closing Letter from ICRC. Also, ICRC will require that this and all other required retrofits be completed sooner if requested by tenants due to a disability in non-compliant units. ICRC will require for tenants to be notified within 30 days of the date of the Closing Letter from ICRC about the option to have retrofits completed sooner due to the tenant's disability.

5) ICRC agrees with Respondents' proposal to (i) relocate the thermostats – which are wireless and removable – to a default location that is accessible – such as the kitchen cabinet drawer adjacent to the refrigerator – in Units 109, 417, 508, 627, 626, 627, 709, 713, and 723; (ii) allow tenants to move the thermostats to a different location during their tenancy; and (iii) place the thermostat in either drawer adjacent to the refrigerator to another accessible default location in preparation for the next tenant when the current tenant moves out. ICRC will also require Respondents to verify compliance of the height of the

²² "All secondary exterior doors from the same or different rooms that provide passage onto exterior decks, patios, or balconies must be usable." *See* Manual at Page 3.10.

thermostats in all units with similar floor plans as the aforementioned inspected units, as reported in the table on page 3 of the current agreement.

Additionally, ICRC will require Respondents to install a notice near the default location of the wireless thermostat that advises tenants where the thermostat is, and that the thermostat may be moved, but must be placed back in the same default location upon vacating the unit. ICRC will also require the wireless thermostats to be placed in a default location with a notice to the tenant at the inspected units and at all other units – which Respondents verify to have thermostats that are too high – within 60 days from the date of the Closing Letter from ICRC.

ICRC will require for tenants to be notified within 30 days of the date of the Closing Letter from ICRC about this option to have the thermostat placed in a default location completed sooner due to the tenant's disability.

6) ICRC agrees with Respondents' proposal to either relocate or otherwise retrofit the electrical plug for either the refrigerator or the range to allow the appliance to be moved further away from the opposing countertop at Units 103, 109, 414, 626, and 723 – as applicable – so as to increase the clear width of the path around the kitchen island to no less than the 40" minimum. ICRC will also require Respondents to verify compliance of the clear width of the path around the kitchen island in all units with similar floor plans as the aforementioned inspected units, as reported in the table on page 3 of the current agreement.

ICRC will also require this retrofit to be completed at the aforementioned inspected units and at all other units – which Respondents verify to have paths that are too narrow around the kitchen island – within 180 days from the date of the Closing Letter from ICRC. Finally, ICRC will require for tenants to be notified within 30 days of the date of the Closing Letter from ICRC about this option to have retrofits completed sooner due to the tenant's disability.

7) ICRC agrees with Respondents' proposal to move the range in Units 521 and 621 away from the wall to the rear of the range such that the front face of the range will match the front face of the wall adjacent to the left of the range – which will allow persons who use a wheelchair to have a parallel approach with a 30"-by-48" clear floor space centered on the range. Within 30 days of the date of the Closing Letter, Respondents will advise current tenants that their range will be moved away from the rear wall to match the front face of the wall adjacent to the left of the range and provide tenants an opportunity to elect not to have the range moved. Tenants must make this election in writing for one-year from the date of the Closing Letter. Current tenants will be advised in the initial correspondence that if the tenant requires the range to be moved in the future due to a disability, the range will be moved at no cost to the tenant. Respondents may add an option to the pre-lease checklists for tenants to elect to have the range remain against the rear wall. In the absence of an election by the tenant to keep the range against the rear wall, Respondents shall maintain the range in the accessible position away from the wall

ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC. Finally, ICRC will require that this retrofit be completed sooner if requested by a tenant due to a disability in non-compliant units. ICRC will require for tenants to be notified within 30 days of the date of the Closing Letter from ICRC about this option to have the retrofit completed sooner due to the tenant's disability.

8) As Respondents were still exploring retrofit options, ICRC will require Respondents to submit a retrofit proposal to increase the distance between the obstructions on both sides of the toilet in Unit 709 to

no less than the 33”-minimum required in the Manual. Respondents agree to submit the proposed retrofit to ICRC via email at emigdio.lopez-sanders@iowa.gov no more than 14 days from the date of the closing letter from ICRC, and allow ICRC three business days from the submittal date of the email to determine whether the proposed retrofit is approved. ICRC will require the proposed retrofit to be completed in Unit 709 no more than 1 year after the proposed retrofit has been approved.

ICRC will require Respondents to measure the clearance between the obstructions on both sides of the toilet in the bathrooms of all units with similar floor plans as Unit 709 – Units 411, 511, and 611. If any of the other units are verified to have a similar deficiency, ICRC will require this retrofit to be completed at the non-compliant units within 1 year from the date of the email from ICRC approving the proposed retrofit. Finally, ICRC will require for tenants to be notified within 45 days of the date of the Closing Letter from ICRC about this option to have retrofits completed sooner due to the tenant’s disability.

9) ICRC agrees with Respondents’ proposal to install a hook or towel bar at a height of no less than 54” in the bathrooms at Units 414, 417, 625, 626, 627, 709, 713, and 717. ICRC will also require Respondents to measure the height of the towel bar in all similarly-situated units, which are included in Groups 3, 5, 6, 7, 8, 9, 10, and 11 that are described in the table on page 3 of the current agreement. ICRC will require the same retrofit completed to also be completed at any additional units with towel bars that are measured by Respondents to exceed the 54”-maximum height. ICRC will require the retrofit to be completed within 60 days from the date of the Closing Letter from ICRC. Finally, ICRC will require for tenants to be notified within 30 days of the date of the Closing Letter from ICRC about this option to have retrofits completed sooner due to the tenant’s disability.

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 that:

(a) Troy Hansen, Tony García, and Andy Vis will 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, this term may be fulfilled by scheduling a training session with ICRC via email at BuilItRightIowa@iowa.gov, or by attending 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>.

(b) Send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten days of completing the training.

15) 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 the persons identified in paragraph 14 of the current section 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.
 - iii. They acknowledge their responsibility to ensure all design and construction at all future covered properties will be performed by their employees and/or agents in compliance with the Seven Main “Design Requirements of the Guidelines.”
- (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.

Required Retrofits

- 16) Respondents agree to make the following retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree that the mailbox keyholes at the mailbox compartments in the top four rows of both wall-mounted mailbox units exceed the 54”-maximum height allowed by ANSI 1986.
- (b) Respondents agree to coordinate with the United States Postal Service to retrofit the mailboxes at the subject property or install additional mailboxes so that all mailbox compartments will have keyholes with midlines that do not exceed 54”-maximum height – that is allowed because there is sufficient clearance for tenants who use a wheelchair to make a parallel approach – as required by ANSI 1986. If the available space does not permit 100% compliance, then Respondents agree to make at least 80% of the mailbox compartments compliant with the 54”-maximum height requirement.
- (c) Respondents agree to complete the retrofits described in the current subsection within 60 days from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Usable Doors – Door Opening Force

- (a) The parties agree the door-opening force for the doors to the Fitness Center, Theater, and the Public Unisex Bathroom on the seventh floor exceed the 5-lbs. maximum force allowed by ANSI 1986.
- (b) Respondents agree to adjust the self-closers at the doors to the Fitness Center, Theater, and the Public Unisex Bathroom on the seventh floor to reduce the opening force at these doors to no more than 5 lbs. to bring them into compliance 5-lbs. door-opening force maximum allowed by ANSI 1986.
- (c) Respondents agree to complete the retrofits described in the current subsection within 30 days from the date of the Closing Letter from ICRC.

Usable Doors – Clear Opening Width for Secondary Doorways

- (a) The parties agree the interior doorways of the inspected units, as reported on page 5 of the current agreement, have a clear opening width that is narrower than the 31 $\frac{5}{8}$ "-minimum required by the Manual.
- (b) Respondents agree they will replace the existing door hinges with swing-clear hinges – described in page A.8 in Appendix A of the Manual available and is available online at <https://www.huduser.gov/portal/publications/pdf/fairhousing/fairappA.pdf> – at the non-compliant interior doorways in all the units reported on page 5 of the current agreement to increase the door-opening width to $\geq 31 \frac{5}{8}$ ".
- (c) If a 31 $\frac{5}{8}$ "-minimum clear opening width is not achieved at any of the non-compliant doors after replacing the hinges as described in (b) paragraph above, Respondents agree they will also retrofit and widen the doorways that are still non-compliant to achieve the 31 $\frac{5}{8}$ "-minimum clear opening width.
- (d) Respondents agree to measure the interior doorways of all other similarly-situated units – which are included in Groups 7, 8, and 13 that are described in the table on page 3 of the current agreement. If the clear-opening width of any of the interior doors at the units inspected by Respondents is $< 31 \frac{5}{8}$ ", then Respondents agree to retrofit the interior doorways in the manner as described in (b) and (c) paragraphs above to bring them into compliance with the ICRA and FHA.
- (d) Respondents agree to complete the retrofits described in the current subsection within 1 year from the date of the Closing Letter from ICRC.

Accessible Route Into and Through the Covered Unit – Threshold at Doorway to Balcony

- (a) The parties agree the height from the interior finished floor surface to the top of the threshold at the doorway from the living room to the balcony of Units 709, 713, 717, and 723 exceeds the $\frac{1}{4}$ "-maximum height allowed by the Manual for interior thresholds without 1:2 beveling, which is not present at these doorways.
- (b) Except as set forth below, Respondents agree they will make available to tenants accessible ramps – at rooms in units without carpeting– OR shims under the carpet – at rooms in units with carpeting– at all doorways providing access to the balcony with (1) a running slope $\leq 8.33\%$, (2) a cross slope $\leq 2\%$; and (3) a width ≥ 32 " at the interior side of the thresholds to all doorways from the living room to the porch in Units 709, 713, 717, and 723, to bring them into compliance with the ICRA and FHA.
- (c) Respondents agree to measure the interior threshold heights at all doorways to the balcony of all other similarly-situated units – which are included in Groups 9, 10, 11, and 12 that are described in the table on page 3 of the current agreement. If the interior floor surface is carpeted, then Respondent agree to fully compress the carpet and padding when obtaining the measurement.
- (d) If the interior threshold heights at the units inspected by Respondents is more than $\frac{1}{4}$ ", then Respondents agree to make available the retrofits set forth in paragraph (b) above and thereafter make any necessary retrofits for all non-compliant doorways to the balcony in the manner as described in paragraph (b) above to bring them into compliance with the ICRA and FHA.

- (e) Respondents shall complete the retrofit required in paragraph (b) of the current section at all currently unoccupied units.
- (f) At all currently occupied units, Respondents will complete the retrofit required in paragraph (b) of the current section unless tenants communicate their objection to this retrofit to Management in writing for one year from the date of the Closing Letter from ICRC.
- (g) At occupied units where the retrofit required in paragraph (b) of the current section was not completed because of tenants' objections, Respondents will complete this retrofit after the units become unoccupied and before those units are rented again, unless the new tenants also communicate their objection of the retrofit to Management.
- (h) At occupied units where the retrofit required in paragraph (b) of the current section was not completed because of tenants' objections, Respondents will complete this retrofit after the units become unoccupied and before they are rented again, unless the new tenants also communicate their objection of the retrofit to Management.
- (i) Respondents agree to complete the retrofit required in paragraph (b) of the current section upon a tenant's request due to the tenant's disability, if necessary to accommodate the onset of mobility-impairment health condition for that tenant.
- (j) Respondents agree to complete the retrofit described in paragraph (b) of the current section within 180 days from the date of the Closing Letter from ICRC for tenants who did not object in writing to the retrofit required in paragraph (b) of the current section, 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 to the top control buttons of the thermostats in Units 109, 417, 508, 626, 627, 709, 713, and 723 was measured at no less than 59", which exceeds the 48"-maximum height allowed by the Manual.
- (b) Respondents agree they will relocate the thermostats at the inspected units listed in (a) paragraph above – which are wireless and removable – to a default location that is accessible and reachable at a height that does not exceed the 48"-maximum allowed by the Manual, such as the kitchen cabinet drawer adjacent to the refrigerator.
- (c) Respondents agree they will communicate the default location – which is to include the height – of the thermostat to ICRC via email at emigdio.lopez-sanders@iowa.gov within 14 days from the date of the Closing Letter from ICRC.
- (d) Respondents agree they will permanently post a notice at the default location of the thermostat, which will include the following information:
 - (1) The default location of the thermostat
 - (2) Tenants' ability to choose the location of the thermostat during their tenancy.

(3) Tenants' requirement to place the thermostat at the same default location before vacating the unit.

(e) Respondents agree they will submit the proposed language for the notice required in paragraph (d) to ICRC via email at emigdio.lopez-sanders@iowa.gov for review within 14 days from the date of the Closing Letter from ICRC.

(f) ICRC agrees to review the notice, and reply to Respondents via email within three business days from the date of the email from Respondents submitting the above-required notice.

(g) Respondents agree they will verify that the thermostat is at the accessible default location at the end of each tenancy, which may include replacing any missing thermostats and placing the thermostat at the accessible default location if left by the tenant at a different location within the unit.

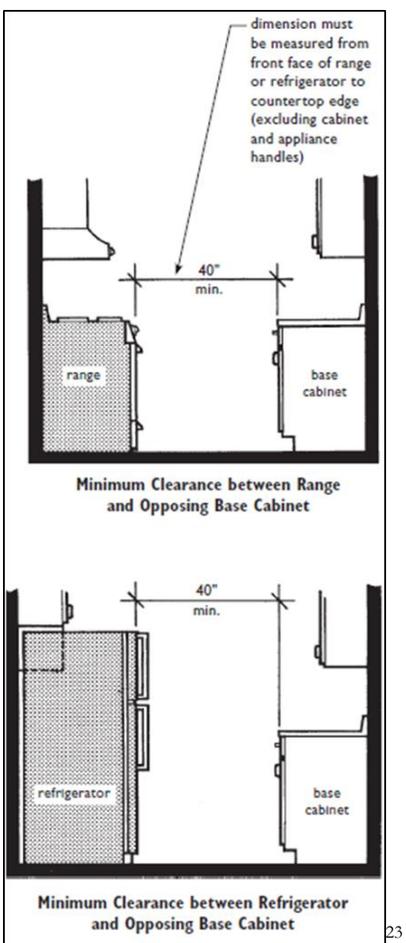
(h) Respondents agree (i) to measure the height to the top controls of the thermostats at all the other similarly-units – which are included in Groups 1, 4, 5, 6, 7, 9, 10, and 11 that are described in the table on page 3 of the current agreement; and (ii) complete the same retrofit described in the paragraphs above – (d), (e), (f), and (g) – at all units with thermostats that exceed the 48” maximum height.

(i) Respondents agree to complete the retrofit described in the current subsection within 60 days from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Usable Kitchens – Kitchen Islands

(a) The parties agree the width of the path between the kitchen island and opposing counter is less than 40” in Units 103, 109, 414, 626, and 723, as reported in the table on page 7 of the current agreement, which is less than the 40-inch minimum width required by the Manual.

(b) Respondents agree to increase the clear width of the path between the kitchen island and opposing features to no less than 40 inches in the inspected units listed in the previous paragraph by relocating or otherwise retrofitting the electrical plug for either the refrigerator or the range and move the appliance further away from the opposing features to meet the 40-inch minimum distance, as required in the Manual. Owners agree to measure the clear width of the path as indicated in the following figure:



(c) Respondents agree they will measure the clear width of the path between the kitchen island and opposing features in the manner described in paragraph “(b)” above in the other similarly-situated units within Groups 1, 2, 3, 6, and 11 – listed on page 3 of the current agreement. If the clear width of the path is less than the 40”-minimum required by the Manual, Respondents agree to retrofit the noncompliant kitchens in the same manner as described in “(b)” paragraph above to bring it into compliance with the ICRA and FHA.

(d) Respondents agree to complete the retrofit described in the current subsection within 180 days 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 Units 521 and 621 – were measured at less than the 24-inch minimum required by the Manual.

(b) Except as set forth below, Respondents agree to slide the range in Units 521 and 621 further away from the wall behind it such that the front face of the range will match the front face of the wall adjacent to the left of the range – which will allow persons who use a wheelchair to have a parallel approach with a 30”-

²³ See Manual at page 7.7.

by-48” clear floor space centered on the range required in the Manual, and as indicated in the captioned photo below that was taken during the testing of Unit 621:



(c) Respondents will complete the retrofit required in paragraph (b) of the current section at all unoccupied units.

(d) At all currently occupied units, Respondents will complete the retrofit required in paragraph (b) of the current section unless tenants communicate their objection to this retrofit to Management in writing.

(e) At occupied units where the retrofit required in paragraph (b) of the current section was not completed because of tenants’ objections, Respondents will complete this retrofit after the units become unoccupied and before those units are rented again, unless the new tenants also communicate their objections of the retrofit to Management in writing.

(f) Respondents agree to complete the retrofits described in the current subsection within 90 days from the date of the Closing Letter from ICRC for tenants who did not object in writing to the retrofit described in paragraph (b) of the current section or sooner if requested by a tenant with a disability.

Usable Bathrooms – Clearance at Toilet

(a) The parties agree the total distance between the midline of the toilet and the obstructions on both sides of the toilet in Unit 709 is 29 7/8”, which is less than the required minimum of 33”-minimum required in the Manual.

(b) Respondents agree to submit a retrofit proposal to ICRC via email at emigdio.lopez-sanders@iowa.gov to increase the distance between the obstructions on both sides of the toilet in Unit 709 to no less than the 33”-minimum – required in the Manual – no more than 14 days from the date of the closing letter from ICRC, and allow ICRC three business days from the submittal date of Respondents’ retrofit-proposal email to determine whether the proposed retrofit is approved.

(c) Respondents agree they will measure the total distance between the midline of the toilet and the obstructions on both sides of the toilet in the other similarly-situated units within Group 10 – listed on page 3 of the current agreement.

(d) If the total distance between the midline of the toilet and the obstructions on both sides of the toilet is less than the 33” minimum required by the Manual, Respondents agree to retrofit the noncompliant toilets in the same manner as the accepted-retrofit proposal email from ICRC – which is described in (b) paragraph above – to bring them into compliance with the ICRA and FHA.

(e) Respondents agree to complete the retrofit described in the current subsection at Unit 709 and any other non-compliant units within 1 year from the date of the ICRC-approved retrofit proposal email or sooner if requested by a tenant with a disability.

Usable Bathrooms – Towel Bars

(a) The parties agree bathroom towel bars in Units 414, 417, 625, 626, 627, 709, 713, 717, and 723 are unusable for persons using wheelchairs because they are installed at a height of at least 60” above toilets that have a depth of 29” – which exceeds the 54”-maximum height if there is sufficient clearance for persons who use a wheelchair to make a parallel approach as allowed by ANSI 1986.

(b) Respondents agree they will install towel hooks or bars at a height of no greater than 54 inches in the bathrooms of all units listed in (a) paragraph above – such that there is sufficient clearance for persons who use a wheelchair to make a parallel approach – as required by ANSI 1986.

(c) Respondents agree they will measure height of the towel bars in the bathrooms of the other similarly-situated units within Groups 3, 5, 6, 7, 8, 9, 10, and 11 – listed on page 3 of the current agreement, and complete the retrofit required in (b) paragraph above at all units with tower bars exceeding the 54”-maximum height allowed in ANSI 1986

(d) Respondents agree they will complete the retrofit described in the current subsection at all non-compliant units within 90 days from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Timeline for Completing Retrofits

17) Respondents agree all of the retrofits required in this settlement agreement shall be completed within one year from the date of the Closing Letter from ICRC.

Retrofit Requests

- 18) Respondents agree to notify all current tenants, via a letter, within 30 days from the date of the Closing Letter from ICRC about the option to have any of the above-required retrofits performed in their unit because of a disability for at no charge to the tenants.
- 19) Respondents agree to complete all retrofits requested by a tenant due to a disability within a reasonable amount of time based on the complexity of the retrofit and no later than 30 days from the date the request is submitted by the tenant.
- 20) Respondents agree that those tenants who request retrofits to be performed in their unit because of a disability 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 make available an alternative unit or reasonable accommodations at alternative location 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 accommodations.

Mandatory Reports

- 20) Respondents agree to notify ICRC when they have completed the required 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 retrofits have been completed in all 124 units.
- 21) Respondents agree to send a copy to ICRC of all written requests for retrofits that they receive from tenants in response to the written notice sent to tenants that is required in Term 17.
- 22) Respondents agree to retain copies of any written objections to the retrofits required in this agreement which may be received from tenants for a period of one year after the date of the Closing Letter from the ICRC. Upon request by ICRC, Respondents shall, within 30 calendar days of such request, provide copies of these written objections. Such request shall not be made by ICRC more than 18 months after the date of the Closing Letter.
- 23) Respondents agree, as the required 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.
- 24) Respondents agree to send all reports and written statements required in this agreement to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201, OR via email at emigdio.lopez-sanders@iowa.gov).
- 25) 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 properties 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 retrofits as specified in this agreement.

201, LLC
RESPONDENT

Date

The Hansen Company, Inc.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date