

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-18-72461  
HUD# 07-18-0080-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

#### **ROERS INVESTMENTS, L.L.C.**

1964 West Wayzata Boulevard, Suite 200  
Long Lake, Minnesota 55356-9494

#### **14 WALNUT, L.L.C.**

1964 West Wayzata Boulevard, Suite 200  
Long Lake, Minnesota 55356-9494

#### **BAUER DESIGN BUILD, L.L.C.**

14030 21<sup>st</sup> Avenue North  
Plymouth, Minnesota 55356-9494

#### **URBANWORKS ARCHITECTURE, L.L.C.**

901 North 3<sup>rd</sup> Street, Suite 145  
Minneapolis, Minnesota 55401-1169

### COMPLAINANT

#### **ANGELA JACKSON, COMMISSIONER**

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street, Room 201  
Des Moines, Iowa 50319-0201

and

#### **IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> 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 "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.”<sup>1</sup>

Complainant specifically alleged at 1400 Walnut Street, Flux Apartments (“Flux”), one feature in the common areas and three features within two of the covered units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) the heights of the midlines of the keyholes at the top four rows of the mail compartments at the wall-mounted mailbox station were calculated to be 66 1/2” (top row), 62 5/8” (second to top row), 59 1/8” (third to top row), and at 55 5/8” (fourth to top row)– all of which are higher than the 54”-maximum allowed for a parallel approach by persons using a wheelchair; (2) the height of the interior threshold at the sliding glass doorway in Unit 314 was measured at 15/16”, which exceeds the 1/4”-maximum allowed for interior thresholds at sliding glass doorways if there is 1:2 beveling present, which was observed to be lacking; (3) the height of the midline of the upper electrical outlet located between the toilet and the bathroom sink was measured at 48 3/4” in Unit 304, which is more than the maximum height of 46” that is allowed for electrical outlets located above an obstruction that has a 24”-maximum horizontal depth and a 34” maximum height; and (4) the distance between the kitchen island and the dishwasher was measured at 38 3/4” in Unit 304 and at 39 3/8” in Unit 314, which is less than the 40”-minimum required between opposing cabinets or appliance for a kitchen to be usable.

### Description of the Subject Property

#### Subject Property

According to Building Permit Application and the Certificate of Occupancy for the subject property, Flux consists of a five-story residential-unit building with the 92 units that was built in 2017. However, according to documents submitted by Roers Investments, LLC, and Urbanworks Architecture, LLC, there are 90 units at Flux. These units were organized by Respondents into groups of units that were similarly designed and built. The configuration of the groups of similarly-situated units is presented in the table at the top of the next page, and includes the total number of units by floor-plan type and group, and also lists the inspected units.

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<sup>1</sup> 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 Environmental Controls in Accessible Locations], and 216.8A(3)(c)(3)(c)(iv) [Requirement 7 – Usable Kitchens and Bathrooms].

<b>FLOOR PLAN TYPE – (INSPECTED UNIT)</b>	<b>UNIT COUNT BY NAME</b>	<b>UNIT COUNT BY UNIT SIZE (#BR/#BA)</b>
Mellow [Studio/1BA]	5	Studio/1BA = 13
Quell [Studio/1BA] – (Unit 308)	4	
Coast [Studio/1BA]	4	
Horizon [1BR/1BA]	1	1BR/1BA = 67
Tide [1BR/1BA] – (Unit 317)	5	
Flex [1BR/1BA]	17	
Compass [1BR/1BA]	1	
Hue [1BR/1BA]	4	
Rise [1BR/1BA]	9	
Spark [1BR/1BA]	4	
Verge [1BR/1BA]	4	
Luster [1BR/1BA]	5	
Fusion [1BR/1BA]	4	
Luma [1BR/1BA]	4	
Flow [1BR/1BA] – (Unit 304)	9	
Forte [2BR/2BA] - (Unit 314)	5	
Flagship [2BR/2BA]	5	
		<b>TOTAL = 90</b>

Under both the ICRA and FHA, a “covered multifamily dwelling” is defined as:

1. all dwelling units in buildings containing four or more dwelling units if such buildings have one or more elevators, and
2. all ground floor dwelling units in other buildings containing four or more units<sup>2</sup>

There was an elevator available. Therefore, all 90 units at Flux are subject to the design and construction provisions of the ICRA and FHA. The common and public use areas will also all be required to meet the same accessibility requirements of the ICRA and FHA. The building was issued a Certificate of Occupancy, signed by Cody Christensen, Building Official for the City of Des Moines, on April 13, 2018.

The scope of the current agreement includes all of the dwelling units and the public and common use areas, including the hot tub, dog washing station, bicycle storage/repair area, fitness center, community room, club room, courtyard grill stations, fire pit, leasing office, elevator, dumpsters, recycling containers, package delivery lockers, underground parking, and the wall-mounted mailbox units adjacent to the main entrance.

### Respondents’ Defenses


On September 18, 2018, Respondents Roers Investments, LLC responded via email to the allegations in the complaint on behalf of all Respondents:

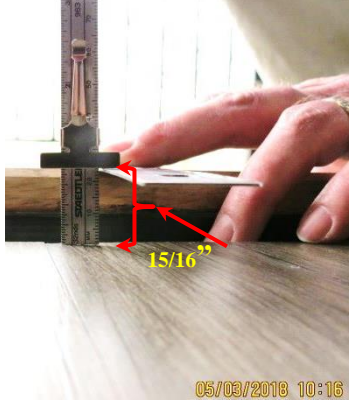


<sup>2</sup> *Fair Housing Act Design Manual* [“Manual”]: *A Manual to Assist Designers and Builders in Meeting the Accessibility Requirements of the Fair Housing Act*. Washington, D.C.: U.S. Dept. of Housing and Urban Development, Office of Fair Housing and Equal Opportunity and the Office of Housing, 1998, at page 7. (<https://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>); see 24 C.F.R. §100.205(a); Iowa Code §216.2(4).

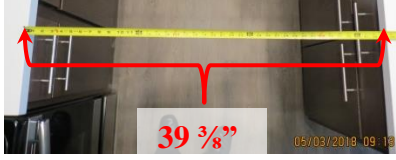

My request is that we conform similar items to the Confluence settlement to this project, and move the process of negotiating the terms along to conform with that project. I have had our GC start the process of verification of countertop-appliance clearances, thermostats/outlets/light switch heights in units, and will know what that full scope of work is soon. We are also planning to lower the mailbox cabinets as we are doing at Confluence. The plan for the patio doors will be to procure the aftermarket rubber ramps to resolve the height difference.

Report of Preliminary Findings:

ICRC Investigators inspected 4 units at Flux, 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, which are listed in the table below along with sample photos of the deficiencies:

COMMON AREA / UNIT # TYPE	MEASUREMENT VS. REQUIREMENT	PHOTOGRAPHS
Mailboxes	<p>[Height measured to midline of mailbox compartment keyhole]            Top row height: 66 1/8"            2<sup>nd</sup> row height: 62 5/8"            3<sup>rd</sup> row height: 59 1/8"            4<sup>th</sup> row height: 55 5/8"</p> <p><b><u>Maximum Height is 54"</u></b>  <b><u>since there is enough room for parallel approach.</u></b></p>	

COMMON AREA / UNIT # TYPE	MEASUREMENT VS. REQUIREMENT	PHOTOGRAPHS
<p>Unit 314 [Forte – 2BR/2BA]</p>	<p>Interior threshold height: 15/16”</p> <p><b><u>Maximum Height is 1/4” since there is no 1:2 bevel.</u></b></p>	
<p>Unit 314 [Forte – 2BR/2BA]</p>	<p>Height to midline of top electrical outlet in master bathroom: 48 3/4”</p> <p><b><u>Maximum height is 46” since there is a 24”-counter as an obstruction.</u></b></p>	
<p>Unit 314 [Forte – 2BR/2BA]</p>	<p>Clear width of path between dishwasher and kitchen island: 39 3/8”</p> <p><b><u>Minimum clear width of path as measured between countertops and/or appliances is 40”.</u></b></p>	

COMMON AREA / UNIT # TYPE	MEASUREMENT VS. REQUIREMENT	PHOTOGRAPHS
Unit 304 [Flow – 1BR/1BA]	<p>Clear width of path between opposing countertop and kitchen island: <b>39 3/8"</b></p> <p><b><u>Minimum clear width of path as measured between countertops and/or appliances is 40".</u></b></p>	
Unit 304 [Flow – 1BR/1BA]	<p>Clear width of path between dishwasher and kitchen island: <b>38 3/4"</b></p> <p><b><u>Minimum clear width of path as measured between countertops and/or appliances is 40".</u></b></p>	

Respondents' Response to Report of Preliminary Findings:

Respondents submitted written responses to the reported deficiencies, which are summarized below:

- 1) Respondents will lower the wall-mounted mailboxes so that all mailboxes are at reachable heights not exceeding the 54"-maximum height.
- 2) Respondents will install accessible threshold ramps at the doorways to the balcony that have thresholds exceeding the 1/4"-maximum height.
- 3) Respondents will lower the electrical receptacles in the bathrooms that exceed the maximum reachable height of 46".
- 4) Respondents will modify the countertop of all kitchen islands at kitchens where the clear width of the path is less than the 40"-minimum.

Assessment of Deficiencies:

According to the construction 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.<sup>3</sup> 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 hot tub, dog washing station, bicycle storage/repair area, fitness center, community room, club room, courtyard grill stations, fire pit, dumpsters, recycling containers, package delivery lockers, underground parking, and the wall-mounted mailboxes are governed by the FHA since they are only for use by the residents of Flux and their guests. The ADA will only be referenced in the current report for the public areas, which include leasing office, elevators, and hallways.<sup>4</sup> 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 concurs with Respondents' proposal to lower the wall-mounted mailbox units so that the height of all mailbox compartments does not exceed the 54"-maximum height. ICRC will require that this retrofit be completed within 60 days from the date of the Closing Letter from ICRC.
- 2) ICRC concurs with the proposed retrofit of installing an accessible threshold ramp at Unit 314. The ramp may be removed upon a tenant's request, but it must be reinstalled after the current tenant moves out and before the next tenant moves in. ICRC will require that this retrofit be completed in all affected unoccupied non-compliant units – including Unit 314 and all similarly situated units – within 60 days from the date of the Closing Letter from ICRC. After one year from the date of the Closing Letter, ICRC will require for the ramp to remain installed at the doorway threshold to the balcony in Unit 314 – and all other units with thresholds exceeding the 1/4"-maximum height – without providing tenants further opportunity to opt out of the retrofit.
- 3) ICRC concurs with Respondents' proposal to lower the electrical receptacle in the master bathroom of Unit 314 such that the height to the midline of the bottom electrical outlet does not exceed the 46" maximum height. ICRC will require that this retrofit be completed in Unit 314 – and any other similarly situated units – within 90 days from the date of the Closing Letter from ICRC.
- 4) ICRC concurs with the proposed retrofit of reinstalling the countertop on the kitchen island cabinets further away from the opposing fixtures to provide the required 40" clearance in Units 304, 314,

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<sup>3</sup> <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on Dec. 19, 2018).

<sup>4</sup> The 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/regs2010/2010ADAStandards/2010ADAStandards\\_prt.pdf](http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf). Therefore, since the hallways and parking spaces are available for use by prospective residents, who are part of the general public, these areas are deemed to be "Public Use."

and in all similarly situated units. ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC.

### Concurrent Development of Covered Properties

Although Respondent Roers Investments, LLC has also developed three other covered properties – Confluence on Third, Soll Apartments, and Core Apartments – which are associated with ICRC complaints that include alleged violations of the requirements of accessible design and construction from the ICRA and FHA, these properties were all developed concurrently with Flux and prior to the ICRC’s first notice to Respondent Roers Investments, LLC of violations of state and federal accessible design and construction requirements in the development of these four developments. Therefore, ICRC agrees to waive any allowable civil penalties, either in the current agreement or in the agreements for the other properties identified in the herein paragraph, which would normally be required in the event of repeated violations of the accessibility requirements. However, ICRC may determine such additional terms will be included in future settlement agreements if either Roers Investments, LLC – or the other parties named as Respondents in the complaints for the covered properties listed above – are again alleged to have violated the accessibility requirements from the ICRA and FHA.

### 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) Brian Sargent (Bauer Design Build, LLC), Adam Steffl (Roers Investments, LLC), and John Seppanen (Urbanworks Architecture, LLC) will receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days from the date of the Closing Letter from ICRC. 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 attending the "Build It Right Iowa Conference" on April 5, 2019 (<https://icrc.iowa.gov/news/6th-iowa-civil-rights-symposium-and-3rd-build-it-right-iowa-conference>), scheduling a training session with ICRC via email at [BuilItRightIowa@iowa.gov](mailto: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) Respondents will 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, and all Respondents' current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties 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.

*Required Retrofits*

17) 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 five rows of all 10 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 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 90% of the mailbox compartments compliant with the 54"-maximum height requirement.

(c) Respondents agree to notify current and future tenants occupying units with unreachable mailboxes, verbally and in writing, about their option to swap mailboxes for units occupied by tenants without mobility impairments, such that their new mailbox location will have a keyhole with a midline at a maximum height of 54 inches.

(d) Respondents also agree to send a statement to ICRC within 14 days from the date of the Closing Letter from ICRC verifying that the notice referred to in "(c)" paragraph above was, in fact, distributed to each of the tenants in the units with unreachable mailboxes, including the unit numbers of units where the notice was sent.

(e) Respondents agree to distribute the notice referred to in "(c)" paragraph above to each new tenant at the time a lease or sub-lease agreement is signed for the six units with mailboxes higher than 54 inches.

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

*Accessible Route into and Through the Covered Unit – Threshold for Secondary Door to Balcony*

- (a) The parties agree the interior threshold height onto the finished floor surface at the doorway to the balcony in Unit 314 measures 15/16", which exceeds the 1/4-inch maximum allowed for thresholds without beveling, as required by the Manual.
- (b) Respondents agree to install an accessible ramp with a running slope of no greater than 8.33% in Unit 314 at the interior side of the threshold at the doorway to the balcony, as required by the Manual.
- (c) Respondents agree to inspect the interior threshold height at the doorway providing access to the balcony of the other units that were not inspected by ICRC Investigators, and are in the same floor-plan group as Unit 314, as defined in the table on page 3 of the current agreement, to verify compliance with either the 1/4" maximum threshold height if no 1:2 beveling is present or the 3/4"-maximum threshold height if the 1:2 beveling is present. Respondents agree to complete the retrofit required in paragraph (b) above at all units verified to have non-compliant thresholds.
- (d) For one year from the date of the Closing Letter from ICRC, ICRC agrees to permit Respondents to allow current and future tenants who do not desire to have the interior threshold at the doorway to the balcony in their units retrofitted as required in paragraph (b) above, to have management either not perform the retrofit or revert the retrofit that has been completed.
- (e) At units where the retrofit required in paragraph (b) above were not completed or were reverted because of tenants' requests, Respondents agree to complete the aforementioned retrofit before the unit is rented again.
- (f) At units where the ramp has been removed because of a tenant's request, Respondents agree to reinstall the ramp as required in paragraph (b) above before the unit is rented again.
- (g) After one year from the date of the Closing Letter from ICRC, Respondents agree to retrofit the interior threshold at the doorways of units as required in paragraph (b) above that have not been retrofitted, and shall no longer allow tenants to opt out of the required retrofit.
- (h) Respondents agree to complete the retrofit, as required in paragraph (b) above, if necessary to accommodate the onset of mobility-impairment health condition for those tenants.
- (i) Respondents agree to complete the retrofit required in the current subsection within 60 days from the date of the Closing Letter if current tenants have not opted out of the retrofit during the one-year period from the date of the Closing Letter.

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

- (a) The parties agree the height of the midline of the top electrical outlet – that is located above the vanity sink in the master bathroom of Unit 314 and has sufficient clear floor space in front of the electrical outlet for a parallel approach by someone using a wheelchair – is 48 3/4", which exceeds the 46"-maximum height required by ANSI 1986 whenever there is an obstruction.
- (b) Respondents agree they will relocate the electrical-outlet receptacle described in paragraph (a) above, such that the midline of the top electrical outlet does not exceed the 46"-maximum height, as required by ANSI 1986.

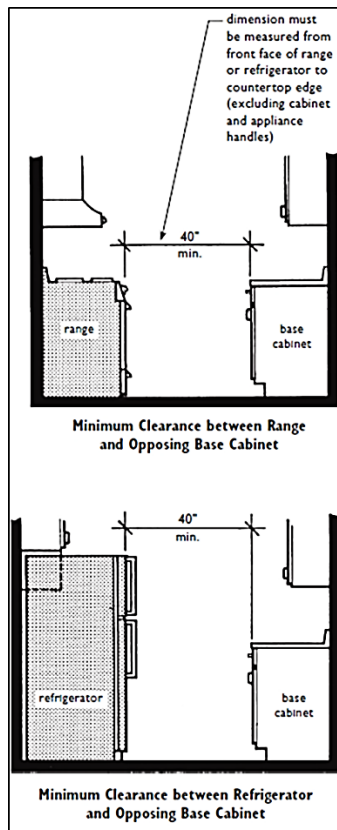
(c) Respondents agree to inspect the electrical-outlet receptacle located in the master bathroom of similarly situated units that were not inspected by ICRC Investigators, and are in the same floor-plan group as Unit 314, as defined in the table on page 3 of the current agreement, to verify compliance with the required 46"-maximum height whenever there is an obstruction. Respondents agree to complete the retrofit required in paragraph (b) above at all units verified to have master bathrooms with non-compliant electrical-outlet receptacles.

(d) Respondents agree to complete the retrofit required in the current subsection within 90 days from the date of the Closing Letter from ICRC.

*Usable Kitchens – Kitchen Islands*

(a) The parties agree the width of the path between the kitchen island and opposing features in Units 304 and 314 is less than the 40"-minimum 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" in Units 304 and 314 by reinstalling the countertop on the kitchen island further away from the opposing features to meet the 40"-minimum width, as required in the Manual. Respondents agree to measure the clear width of the path as indicated in the figure below (*See Manual at page 7.7*)



(c) Respondents agree to 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 the same floor-plan group, as 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 them into compliance with the ICRA and FHA

(d) Respondents agree to complete the retrofits described in the current subsection within 90 days from the date of the Closing Letter from ICRC.

#### *Retrofit Requests*

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 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*

21) 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 211 units.

22) 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 18.

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 14<sup>th</sup> Street, Des Moines, Iowa 50319-0201, OR via email at [emigdio.lopez-sanders@iowa.gov](mailto: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.

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14 Walnut, LLC  
RESPONDENT

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Date

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Roers Investments, LLC  
RESPONDENT

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Date

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Bauer Design Build, LLC  
RESPONDENT

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Date

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Urbanworks Architecture, L.L.C.  
RESPONDENT

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Date

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Angela Jackson, Commissioner  
COMPLAINANT

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Date

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Linda Grathwohl, Interim Executive Director  
IOWA CIVIL RIGHTS COMMISSION

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Date