

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 10-18-72739
HUD# 07-19-0606-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ROERS INVESTMENTS, LLC

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

THE PRESERVE AMES, LLC

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

JCORP, INC.

P.O. Box 159
Huxley, Iowa 50124-0159

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," and the "accessible route into and through the covered unit."¹

¹ See Iowa Code §§216.8A(3)(c)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; and 216.8A(3)(c)(3)(c)(i) [Requirement 4 – Accessible Route into and Through the Covered Unit].

Complainant specifically alleged at 4415 Lincoln Way, Core Apartments (“Core”), three features in the common areas and two features within one of the covered units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) the width of the south car-accessible parking space was measured at 92 ¾” and the width of the adjoining access aisle was measured 57 ¼”, each of which are less than the 96”-minimum width required for parking spaces and the 60”-minimum required for access aisles serving car-accessible parking spaces; (2) the heights of the midlines of the keyholes at the top two rows of mailboxes at the mailbox kiosks were measured at 57 ⅝” (top row), and 54 ½” (second to top row) – both of which are higher than the 54”-maximum allowed for a parallel approach by persons using a wheelchair; and (3) the height of the interior threshold at the sliding glass doorway in Unit 309 was measured at 1”, which exceeds the ¼”-maximum allowed for interior thresholds at sliding glass doorways if there is 1:2 beveling present, which was observed to be lacking.

Description of the Subject Property

Subject Property

According to ownership records obtained from the City of Ames Assessor’s Office, Core consists of a four-story residential building with 97 residential units. According to the Building Permit, Core was built in 2017/2018. The dwelling units at Core consist of 14 floor-plan types, which have been grouped by Respondents based on their floor-plan configurations.² Respondents’ reorganization of the floor-plan types has resulted in three separate groups of units.³

The following table lists the unit types that were grouped together. It also provides the unit numbers for the inspected units, and the total number of units by group.

Unit Type(s)	Inspected Unit Numbers and Types	Total Units Per Group
<u>Junior</u> [Smaller 1BR/1BA]	307	37
<u>1 Bedroom: A, B, and C</u> [Standard 1BR/1BA]	311	27
<u>2 Bedroom: A, B, C, and D</u> [2BR/2BA]	309 [Test Unit]	33
	TOTAL	97

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 units⁴

² See Appendix B for floor plans.

³ See Appendix B for matrix indicating the configuration of units by floor-plan group, and by floor.

⁴ *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

There was an elevator available. Therefore, all 97 units at Core 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 at Core was issued a Certificate of Occupancy signed by Sara Van Meeteren, Building Official for the City of Ames on August 1, 2018.

The scope of the current agreement includes all of the dwelling units and the public and common use areas, including the hot tub; bicycle racks; fitness center and the adjacent public bathroom; club and game room; sky deck lounge and grill; leasing office; elevator; dumpsters; package delivery lockers; the mailbox kiosks adjacent to the entrance at the underground parking garage; the underground parking garage; and the public exterior parking lot.

Respondents' Defenses

On November 19, 2018, Respondents Roers Investments, LLC ("Roers"), The Preserve Ames, LLC ("Preserve"), and JCorp, Inc. ("JCorp"), submitted a joint letter in response to the allegations in the complaint, which in part reads:

JCorp along with Roers Investments received the referenced complaint dated 11.01.2018. The complaint has been reviewed and personnel were dispatched to the property in question to evaluate the property relative to the stated deficiencies. The following is a report on the JCorp findings.

Comment:

Unit 309, the change in level from the interior finished floor surface of the unit to the top of the balcony door threshold was measured to be 1". The maximum allowable threshold is 1/4" without 1:2 beveling, which was observed to be lacking. The height deficiency makes the balconies inaccessible to a person using a mobility assistive device such as a wheelchair.

Response:

ADA compliant transitions were installed at the time of Certificate of Occupancy to accommodate the change in level. The transition has been removed from the Unit in question and is being replaced. See attached specification sheet for the transition material and dimensions.

Comment:

The heights of the midlines of the keyholes of the top two rows of mailboxes were measured at 57 5/8", 54 1/2", all of which exceed the 54"-maximum height allowed for a parallel approach by a person using a mobility assistive device such as a wheelchair. Since an elevator was available to reach all of the units in the building, all the mailboxes are required to be accessible. This deficiency makes the top two rows of mailboxes inaccessible to a person using a mobility assistive device such as a wheelchair.

Response:

There are 97 units in the building. 100 mailboxes are provided. 28 total mailboxes are outside the maximum height allowed. 74% of the mailboxes therefore meet the reach requirement.

Comment:

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).

The south car-accessible parking space width was measured at 92 3/4", which is less than the minimum 96" requirement. The access aisle adjoining the car accessible space must be 60"; however, it was measured at 57 1/2". These width deficiencies make the accessible parking space and access aisle inaccessible.

Response:


The South car accessible parking space was striped wrong. We will remedy this issue.

Report of Preliminary Findings:

ICRC Investigators inspected 3 units at Core – Units 307, 309, and 311 – as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of these units, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The parking space to the north and closest to the entrance of the underground parking garage was missing the signage required in Section 502.6 from the ADAAG and only had the International Symbol of Accessibility painted on the parking surface.

The widths of all three parking spaces designated as reserved for use by persons with disabilities and the two adjoining access aisles in the public parking area were measured by ICRC Investigators in the manner required by Section 502.1 of the ADAAG. The measured widths and the widths found in the plans are listed in the following table in order from north to south.

LOCATION	PARKING FEATURE	MEASURED WIDTH	DESIGNED WIDTH
 North South	Space	115 1/4"	108"
	Access aisle	60 1/4"	60"
	Space	94 3/4"	108"
	Space	97"	108"
	Access aisle	60 1/4"	60"

Although at least one van-accessible parking space is required as per Section 208.2.4 from the ADAAG, none of the parking spaces designated in the public parking area as reserved for use by persons with disabilities met the minimum-width requirements for van-accessible parking spaces or adjoining access aisles.

- 2) Signage meeting the requirements from Section 502.6 of the ADAAG is missing from the north parking space – referenced in the table above – and none of these parking spaces have the required signage designating it as “Van-Accessible.”⁵ The missing required signage is likely to result in this parking space not being available to persons with disabilities.

As designed and striped, the widths for the two access aisles and the three parking spaces in the public parking area are narrower than the minimum widths required for van-accessible parking spaces. The

⁵ See Appendix A, Photos 1A and 1B.

insufficient widths of the parking spaces and access aisles make these parking features unusable by persons with disabilities who use a van for transportation.

Respondents stated in their written responses to the ICRC questionnaire that they were going to restripe the south access aisle and parking space to increase their widths and bring them into compliance with the minimum-width requirements for car-accessible parking spaces and access aisles. ICRC Investigators measured the width of the south access aisle at 60 ¼” and the width of the south parking space at 97”. Therefore, the information gathered by ICRC Investigators indicates these alleged deficiencies were corrected, and the south parking space and the adjoining access aisle were brought into compliance with the accessibility requirements.

3) The mailboxes for all 97 units at Core are housed within seven mailbox kiosks, which are located near the main entrance to the subject property from the underground garage.⁶ The building at Core has an elevator. Therefore, the mailboxes for every unit must meet reachability requirements.

There is sufficient clearance in front of all mailbox kiosks to allow for a parallel approach by persons using a mobility-assistive device such as a wheelchair. The height to the midline of the keyholes at the top row of mailboxes measured 57 ½”, which exceeds the 54”-maximum allowed for a parallel approach by ANSI 1986.⁷ The height of the top row of mailboxes renders these mailboxes inaccessible to persons using wheelchairs for mobility.

4) The Guidelines require common access fixtures, such as emergency phones, to be accessible by tenants who use a wheelchair as a mobility-assistive device.⁸ There is enough clearance in front of the emergency phone at the fitness center for tenants using wheelchairs to make a parallel approach, which allows for a maximum reach height requirement of 54 inches. The height of top operating controls was measured at 62 ¼”.⁹ Therefore, the top emergency phone controls are unusable for persons using wheelchairs for mobility, according to the maximum reach parameters of ANSI 1986.

5) Respondents indicated in their written responses to ICRC questionnaire that they were in the process of installing compliant threshold ramps in Unit 309. ICRC Investigators observed the compliant ramps installed at the sliding glass doorways in both of these units. These ramps were temporarily removed to allow for the measurements of the heights of the interior thresholds.

The thresholds at the sliding glass doorways of all inspected units lacked 1:2 beveling. The interior threshold heights above the interior finished floor at the sliding glass doorways were measured by ICRC Investigators at 1 ⅝” in Units 309 and 311, which exceeds the ¼”-maximum allowed for thresholds without beveling.¹⁰ Without the compliant ramps, these thresholds are too high, rendering the doorways unusable by persons using wheelchairs. However, these ramps were observed to correct the height deficiency in both of these units. Respondents will be required to install compliant ramps at all units where the interior threshold exceeds the ¼”maximum allowed height.

6) At all inspected units, the bathrooms with showers stalls have sliding glass doors, which have a handle bar where bathroom towels may be hung at a reachable height. However, towels may only be hung at

⁶ See Appendix A, Figure 3A for location of mailbox kiosks as captioned in the site plans.

⁷ See Appendix A, Photos 2C, 2D, and 2E.

⁸ See Manual, at page 2.3.

⁹ See Appendix A, Photo 3A.

¹⁰ See Appendix A, Photo 4A.

towel hooks installed on one of the walls in the bathrooms with bathtubs instead of shower stalls. The height of the bathroom towel hooks at the bathrooms with bathtubs in all inspected units was measured at no less than 60". Therefore, these towel hooks are unreachable and unusable by persons using a wheelchair because their heights exceed the 54"-maximum allowed.¹¹

Respondents' Response to Report of Preliminary Findings:

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

1) Respondents will restripe the parking lines to comply with the required widths, as indicated in the table below:

LOCATION	PARKING FEATURE	WIDTH
↑ North	Accessible Space	96"
	Van Access Aisle	96"
↓ South	Van-Accessible Space	96"
	Accessible Space	96"
	Access aisle	60"

2) Respondents will install the missing signage at the required height at the north parking space designated as reserved for use by persons with disabilities.

3) Respondents will leave the mailboxes as they are because 89% of the mailboxes are accessible.

4) Respondents will install accessible ramps at the interior side of thresholds of sliding glass doorways that exceed the 1/4"-maximum height.

5) Respondents will install a towel hook at a height of no greater than 54" in bathrooms of units with bathtubs.

Assessment of Deficiencies:

According to the construction plans, all units were built in accordance with the scoping requirements of the International Building Code 2015 [IBC 2015], which incorporates the standards of the American National Standards 2009 [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements].¹² Neither the IBC 2015 nor the ANSI 2009 is one of the safe harbors accepted by HUD.¹³ 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 2015 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 hot tub; bicycle racks; fitness center and the adjacent public bathroom; club and game room; sky deck lounge and grill; leasing office; elevator; dumpsters; package delivery lockers; the mailbox kiosks adjacent to

¹¹ See Appendix A, Photo 5A.

¹² <https://codes.iccsafe.org/content/IBC2015/chapter-35-referenced-standards> (Last visited on March 5, 2019).

¹³ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 5, 2019).

the entrance at the underground parking garage; and the underground parking garage are governed by the FHA since they are only for use by the residents of Core and/or their guests. The ADA will only be referenced in the current report for the public areas, which include the leasing office, exterior parking spaces, sidewalks, elevators, public bathroom adjacent to the fitness center, and the hallways.¹⁴ 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 restripe the parking lines to comply with the required widths, as indicated in the table on page 6 of the current agreement. ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC.
- 2) ICRC concurs with Respondents’ proposal to install the missing signage at the required height at the north parking space designated as reserved for use by persons with disabilities. ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC.
- 3) ICRC concurs with Respondents’ proposal to leave the mailboxes as they are because 89% of the mailboxes are accessible. However, ICRC will require Respondents to permanently install a notice adjacent to the mailbox kiosks, which directs tenants with mailboxes in the top row to contact Management to have them swap for a mailbox compartment in one of the other rows at lower heights if they need it because of a mobility impairment. ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC.
- 4) ICRC concurs with Respondents’ proposal to install accessible ramps at the interior side of thresholds of sliding glass doorways that exceed the ¼”-maximum height. ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.
- 5) ICRC concurs with Respondents’ proposal to install a towel hook at a height of no greater than 54” in bathrooms of units with bathtubs. ICRC will require that this retrofit be completed within 90 days from the date of the Closing Letter from ICRC or sooner if requested by a tenant with a disability.

Concurrent Development of Covered Properties

Although Respondent Roers Investments, LLC has also developed three other covered properties – Confluence on Third, Flux Apartments, and Soll 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 Core 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

¹⁴ 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 <https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf> (Last visited on March 5, 2019). 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.”

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 – they 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) Adam Steffl (Roers Investments, LLC), and Josh Skow (JCorp, Inc.) 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 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) 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 – Van-Accessible Parking Space and Access

(a) Respondents agree the north parking space and access aisle referenced in the table on page 4 of the current agreement are both too narrow because their measured widths are less than the minimum widths required for “Van Accessible” parking spaces and access aisles, as specified in the ADAAG.

(b) Respondents agree they will restripe the north parking space reserved for use by persons with disabilities and the adjoining access aisle that were described in the previous paragraph such that the widths of the parking space and access aisle are each no less than 96”, as specified in Section 502.2 of the ADAAG, which is available online at: <https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf>.

(c) Respondents agree that they will comply with the retrofit required in paragraph “(b)” above by measuring the widths of the north parking space and access as required in Section 502.1 of the ADAAG.

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

Accessible and Usable Public and Common Use Areas – Van-Accessible Parking Signage

(a) The parties agree that the north parking space referenced in the table on page 4 of the settlement agreement is missing the required signage designating it as “Van-Accessible,” as required in the ADAAG.

(b) Respondents agree they will install the “Van Accessible” signage such that the bottom edge of the sign is no less than the 60”-minimum required in Section 502.6 of the ADAAG.

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

Accessible and Usable Public and Common Use Areas – Mailboxes

(a) The parties agree that the mailbox keyholes at the mailbox compartments in the top row of all seven mailbox kiosks exceed the 54”-maximum height allowed by ANSI 1986.

(b) Respondents agree they will permanently install a written notice in a conspicuous location adjacent to the mailbox kiosks to tenants with mailbox compartments assigned in the top row of mailbox compartments of each kiosk, which will communicate the following concepts:

a. Tenants with mailboxes assigned in the top row of each of the kiosks – who are not able to reach their mailbox compartment because of a mobility impairment – have the option to swap mailbox compartments with a tenant who does not have a mobility impairment, and has a mailbox compartment in the rows below the top row.

- b. The tenants described in a. paragraph are advised to contact Management arrange their mailbox compartments to be swapped in the manner described in “a.” paragraph above.
- c. such that their new mailbox location for the tenant with a mobility impairment will have a keyhole with a midline at a maximum height of 54”.

(c) Respondents agree the written notification referred to in “(b)” paragraph above may be worded without required review by ICRC in the following manner:

NOTICE TO RESIDENTS

Please notify the leasing office if you have a mailbox in the top row and are unable to access it. Management will assign you a new mailbox for your use during your residency at Core.

(d) If Respondents prefer to change the wording for the written notification required to in “(b)” paragraph and described in “(c)” paragraph above, Respondents agree to send the alternate wording of the notice to ICRC via email at emigdio.lopez-sanders@iowa.gov for review within 14 days from the date of the Closing Letter from ICRC. ICRC agrees to review the alternate wording and respond to Respondents within three business days from the date of the email from Respondents.

Accessible and Usable Public and Common Use Areas – Emergency Phone at Fitness Center

- (a) The parties agree that the height of the top operable controls of the emergency phone at the fitness center exceeds the 54”-maximum reach-range for a parallel approach, as specified in ANSI 1986.
- (b) Respondents agree they will vertically relocate the emergency phone at the fitness center, such that the reach-range height of the top operable controls will be decreased to a maximum of 54”– that is allowed because there is sufficient clearance for tenants who use a wheelchair to make a parallel approach – as required by ANSI 1986.
- (c) Respondents agree Jackson Crossing, L.L.C. will complete the retrofits described in the current subsection within 90 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 unbeveled threshold of the doorway to the balcony in Units 309 and 311 is higher than the 1/4”-maximum height allowed for thresholds, as required by the Manual.
- (b) Respondents agree to install the same type of accessible ramps referred to on page 5 of the current agreement in Units 309 and 311 to comply with the 1/4”-maximum height allowed by the Manual for interior thresholds.
- (c) Respondents agree they will inspect the interior thresholds at the doorway providing access to the balcony of the other units that were not inspected by ICRC Investigators to verify compliance with the 1/4”-maximum threshold height for unbeveled thresholds. Respondents agree to complete the retrofit required in paragraph “(b)” above at all units verified to have non-compliant thresholds.

(d) 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.

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

Usable Bathrooms – Towel Bars

(a) The parties agree bathroom towel bars in all units with bathtubs are unusable for persons using wheelchairs because they are installed at a height of at least 60”, 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 at a height of no greater than 54” in the bathrooms of all units with bathtubs such that there is no less than the minimum clear floor space measuring 30”-by-48” that is required for persons who use a wheelchair to make a parallel approach – as required in Section 4.2.4 of ANSI 1986, which is available online at <http://cdn.loc.gov/service/ll/fedreg/fr055/fr055116/fr055116.pdf>.¹⁵

(c) 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.

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

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 97 units.

¹⁵ See PDF pages 213 and 216 of this online document (CFR Vol. 55 No. 116).

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 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.

The Preserve Ames, LLC
RESPONDENT

Date

Roers Investments, LLC
RESPONDENT

Date

JCorp, Inc.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Linda Grathwohl, Interim Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date