

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-19-73967
HUD# 07-19-2742-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

STUDENT HOUSING OWNER IOWA, L.L.C.

465 Meeting Street, Suite 500
Charleston, South Carolina 29403-4832

GREYSTAR DEVELOPMENT SERVICES, L.L.C.

999 South Shady Grove Road, Suite 600
Memphis, Tennessee 38120-4130

RIVER CADDIS DEVELOPMENT, L.L.C.

1038 Trowbridge Road
East Lansing, Michigan 48823-5220

OPUS AE GROUP, L.L.C.

10350 Bren Road West
Minnetonka, Minnesota 55343-9014

OPUS Design Build, L.L.C.

10350 Bren Road West
Minnetonka, Minnesota 55343-9014

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 “usable kitchens and bathrooms.”¹ Complainant specifically alleged two features in the common areas appeared inaccessible to a person utilizing a wheelchair for mobility, as listed below:

- (1) The heights of the midlines of the keyholes of the top row of mailboxes were measured at 54 5/8”, which exceeds the 54”-maximum required for a parallel approach by a person using a mobility-assistive device such as a wheelchair.
- (2) The midlines of the sinks in the bathrooms of Unit 137 – which were observed to have non-removable base cabinets that cause persons who use a wheelchair to make a parallel approach to use the sinks – were measured at 16 1/2” away from the adjacent wall in one bathroom and at 20” in the other bathroom – both of which are less than the 24”-minimum clearance required for a parallel approach.

Description of the Subject Property

Subject Property

According to the Certificate of Occupancy, Union on Lincoln Way (“Union”) consists of one mixed-use building with retail spaces, hotel units, and 157 residential units housed on six stories. However, according to the construction plans there are 158 residential units because Respondents stated they built an additional unit – Unit H118 – which is only rented on month-to-month basis.

The building at Union was issued a Certificate of Occupancy signed by Sara Van Meeteren, Building Official for the City of Ames. The issue date for the Certificate of Occupancy is November 21, 2018, and the corresponding 300-day filing date is September 17, 2019.

The scope of the current report includes all units; and the public and common use areas, including the club room; fitness center; study rooms; computer room; swimming pool; grills; hammock; lawn chairs; public bathrooms; bike repair; leasing office; trash chutes; wall-mounted mailboxes; and exterior parking spaces.

The dwelling units at Union consist of 13 floor-plan types.² The floor-plan types were organized into 10 groups as based on the similar design and construction of the units. The groups were also organized such that the measurements and observations made in each of the inspected units may reasonably be expected to either be the same or similar in the other units within each of the respective groups. The following table lists the 13 floor-plan types as organized into 10 groups; and includes the inspected unit numbers, and the total number of units per floor plan type and per group.

¹ See Iowa Code §§216.8A(3)(e)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; and 216.8A(3)(e)(3)(c)(iv) [Requirement 7 – Usable Kitchens and Bathrooms].

² See Appendix A for floor plans.

Floor-Plan Type	Total Units by Type	Floor-Plan Type Group	Inspected Unit / Type	Total Units by Group
Studio-Short Term	1	Studio-Short Term	H118	1
Studio	5	Studio	342	5
1BR/1BA	10	1BR/1BA	341	10
2BR/2BA Type B/Option A	1	2BR/2BA Type B/Option A	137	1
2BR/2BA	30	2BR/2BA	453	25
2BR/2BA Private and Shared Bedroom	5	2BR/2BA Private and Shared bedroom	439	5
3BR/3BA	19	3BR/3BA	549	23
3BR/3BA Private and Shared Bedroom	4	3BR/3BA Private and Shared Bedroom	555	4
4BR/4BA	72	4BR/4BA	636	72
4BR/4BA Private and Shared Bedroom	5	4BR/4BA Private and Shared Bedroom	640	5
5BR/5BA	7	5BR/5BA	635	71
			GRAND TOTAL	158

Respondents' Defenses

When asked in the questionnaire to respond to the allegations, and indicate what was true or false, Respondents answered:

RESPONSE TO ALLEGATION NO. 1: The Complaint is in error. Unit 137 was designed and constructed with removable sink[-]base units to accommodate a front approach. Copies of excerpts from the architectural design drawings and a photograph depicting the removable sink[-]base are provided herewith. *See* Exhibit 5. Accordingly, the sink[-]bases in Unit 137 comply with the accessibility requirements.

RESPONSE TO ALLEGATION NO. 2:

Project Description. The subject building is a mixed-use student housing project located at 2700 Lincoln Way, Ames, Iowa on the edge of Iowa State University in Campustown (the “Project”). The Project comprises 30 hotel units, 157 student housing units, an underground parking garage and 7,500 square feet of retail space on the street level. Of the 157 student housing units, four (4) were designed and constructed as “Type A” dwelling units and the remaining 151 were designed and constructed as “Type B” dwelling units.¹

* * *

Project Compliance.

(1) *Compliance with FHA and Iowa Code Requirements.* The Complaint alleges that the mailboxes at the projects are in violation of Section 804(f)(3)(C) of the Fair Housing Act

("FHA") and Iowa Code § 216.8A(3)(c)(3). Section 804 of the FHA provides, in relevant part, as follows:

If a State or unit of general local government has incorporated into its laws the requirements set forth in paragraph (3)(C), compliance with such laws shall be deemed to satisfy the requirements of that paragraph.

42 U.S.C. § 3604(f)(5)(A). Iowa Code § 216.8A(3)(d) similarly provides as follows: Compliance with the appropriate requirements of the American national standard for buildings and facilities providing accessibility and usability for persons with disabilities, commonly cited as "ANSI A 117.1", satisfies the requirements of paragraph "c", subparagraph (3), subparagraph division (c).

As set forth above, the City of Ames incorporated into its Ames Building Code the accessibility requirements set forth in the 2012 IBC and ICC A117.1-2009 by mandating that they "shall apply to the design and construction of all public and private buildings intended for use by the general public, and multiple-unit dwellings with four or more units, including site elements and features." Thus, compliance with the accessibility requirements set forth in Ames Building Code, 2012 IBC and ICC A117.1-2009 "shall be deemed to satisfy the requirements of Section 804(f)(3)(C)" of the FHA. Moreover, compliance with "ANSI A 117.1"—also known as ICC A117.1—"satisfies the requirements of" Iowa Code § 216.8A(3)(c)(iii).

The mailboxes located at the Project satisfy the accessibility requirements imposed by the Ames Building Code, the 2012 IBC and ICC A117.1-2009. There are 158 mailboxes at the Project, all of which are unobstructed. Approximately 102 of the 158 mailboxes—which is over 67%—have unobstructed forward and side reaches that do not exceed a maximum height of 48" and a minimum height of 15" above the floor and, therefore, are accessible under ICC A117.1-2009. Because more than 67% of the mailboxes are accessible under ICC A117.1-2009, the Project also satisfies the 5% threshold required by the 2012 IBC.

(2) *Safe Harbors.* In addition to the above, as noted in Mr. Lopez-Sanders' September 18, 2019 email, there are 10 "building codes deemed by HUD to be Safe Harbors for meeting accessibility requirements." The Project's mailboxes comply with accessibility requirements under several of these 10 expressly-recognized "safe harbors," including the following:

- HUD FAIR HOUSING ACT DESIGN MANUAL. The HUD Fair Housing Act Design Manual does not provide any specific scoping requirements for mailbox accessibility. Because no specific mailbox height restriction is set forth therein, the Project must be deemed to comply with the Design Manual.
- INTERNATIONAL BUILDING CODE 2003. As set forth above, Section 1109.8 of the 2003 IBC provides that "at least one of each type" of fixed or built-in storage elements "shall contain storage space complying with ICC A117.1," which means ICC A117.1-1998. Section 905.3 of ICC A117.1-1998 provides: "Accessible storage areas shall comply with at least one of the reach ranges specified in Section 308." Section 308 provides for 48-inch forward and side reach ranges. As set forth above, the Project has "at least one" mailbox that complies with the 48-inch forward and side reach ranges. Moreover, Section E105.5 of Appendix E of the 2003 IBC provides that (1) "at least 5 percent, but not less than one, of each type [of mailbox]

shall be accessible" and (2) "accessible mailboxes shall be provided for each unit required to be an Accessible unit." As set forth above, (1) more than 5 percent of the mailboxes at the Project are accessible and (2) none of the student housing units are required to be "accessible."

- 2006 INTERNATIONAL BUILDING CODE. As set forth above, Section 1109.8 of the 2006 IBC provides that "at least one of each type" of fixed or built-in storage elements "shall contain storage space complying with ICC A117.1," which means ICC A117.1-2003. Section 905.3 of ICC A117.1-2003 provides: "Accessible storage areas shall comply with at least one of the reach ranges specified in Section 308." Section 308 provides for 48-inch forward and side reach ranges. As set forth above, the Project has "at least one" mailbox that complies with the 48-inch forward and side reach ranges. Moreover, Section E105.5 of Appendix E of the 2006 IBC provides that (1) "at least 5 percent, but not less than one, of each type [of mailbox] shall be accessible" and (2) "accessible mailboxes shall be provided for each unit required to be an Accessible unit." As set forth above, (1) more than 5 percent of the mailboxes at the Project are accessible and (2) none of the student housing units are required to be "accessible."

[Footnote] ¹While they are all "adaptable," none of the student housing units are required under applicable building codes to be "accessible."

Report of Preliminary Findings:

ICRC Investigators inspected 11 units at Union 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 on page 3 of the current agreement; and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The mailboxes for all 157 units at Union are housed wall-mounted mailbox units located near to the main entrance of the building. The building at Union has an elevator. Therefore, the mailboxes for all units must meet reachability requirements.

There is sufficient clearance in front of all wall-mounted mailbox units to allow for a parallel approach by persons using a mobility-assistive device such as a wheelchair. The heights to the midline of the keyholes at the top row of mailboxes was measured at 54 1/2". ICRC Investigators took the following photographs (*see* Photos 1 and 2) to document the measured height:

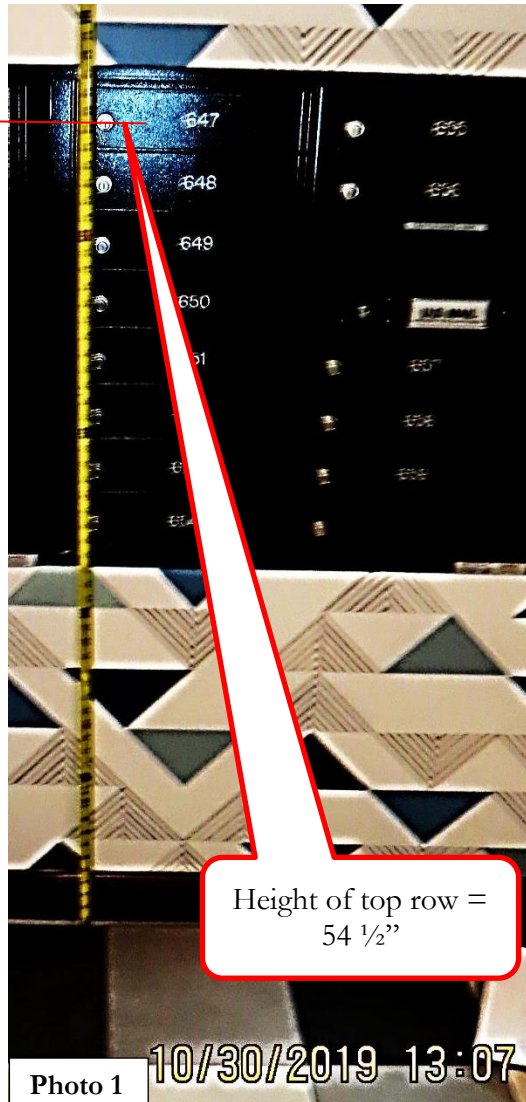


Photo 1

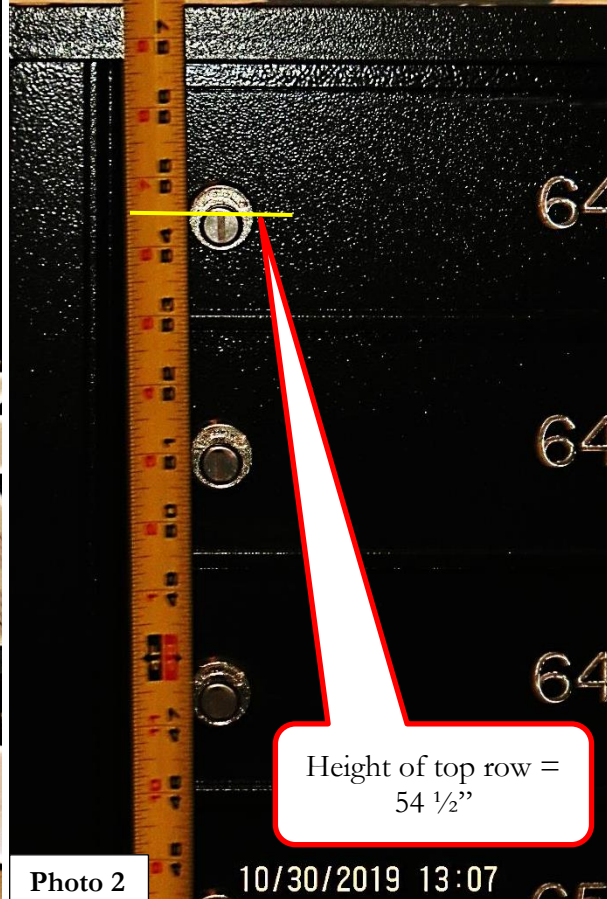
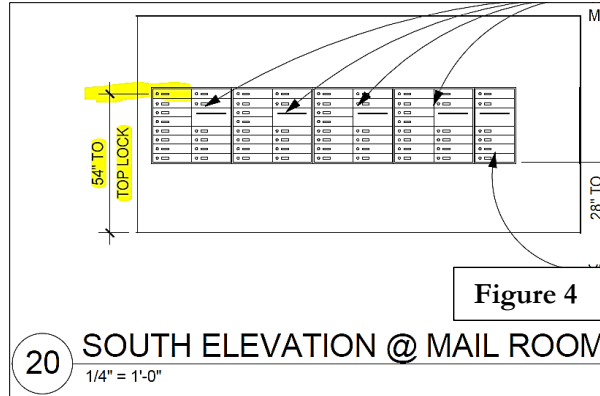
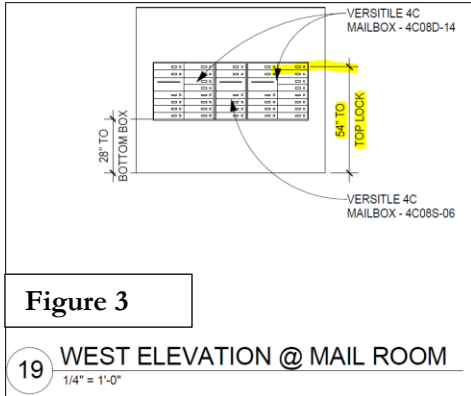
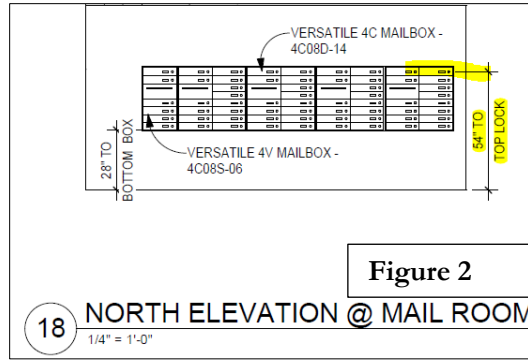
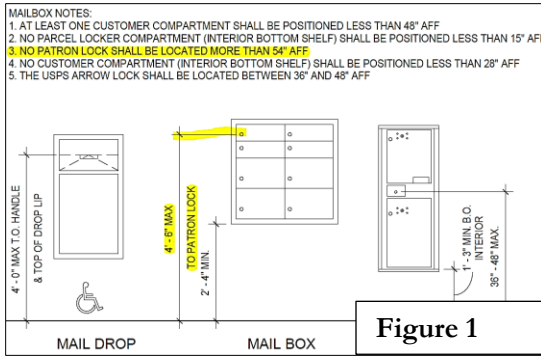


Photo 2

As seen above, the top row of mailboxes exceeds the 54"-maximum allowed for a parallel approach by ANSI 1986.

Respondents submitted construction plans for Union. The plans included instructions and diagrams for the installation of wall-mounted mailboxes as shown in the captioned figures (*see* Figures 1, 2, 3, and 4) below:³

³ See Appendix A for construction plans.



If the mailboxes had been installed as they were designed, they would have been compliant with the 54"-maximum height allowed. However, as installed, the top row of mailboxes exceeds this maximum height, which renders these mailboxes inaccessible.

2) The ICRC Investigators took 11 running-slope measurements at the interior ramp – which was observed to have ADA-accessible handrails – because it is the only route to the fitness center, which does not include steps. Therefore, this path needs to be accessible.

The following table lists only running-slope measurements exceeding the 8.33%-maximum running-slope allowed, and includes the location of the slope measurement. ICRC Investigators took photographs to document the measurement of the slopes, which are shown after the following table.

DISTANCE BETWEEN EDGE OF THE LANDING AT THE TOP OF THE RAMP AND LOCATION OF MEASUREMENT	PHOTOGRAPH	RUNNING SLOPE
12"	Photo 3	8.8%
120"	Photo 4	9.4%
138"	Photo 5	9.4%
174"	Photo 6	8.6%



The above-reported running slopes at the inspected sections of the interior ramps exceed the 8.33%-maximum running slope established by the Manual and ANSI 1986 for ramps with handrails.

Respondents submitted construction plans for Union. The plans included instructions and diagrams for the installation of wall-mounted mailboxes as shown in the captioned figures (*see* Figure 5) below:⁴

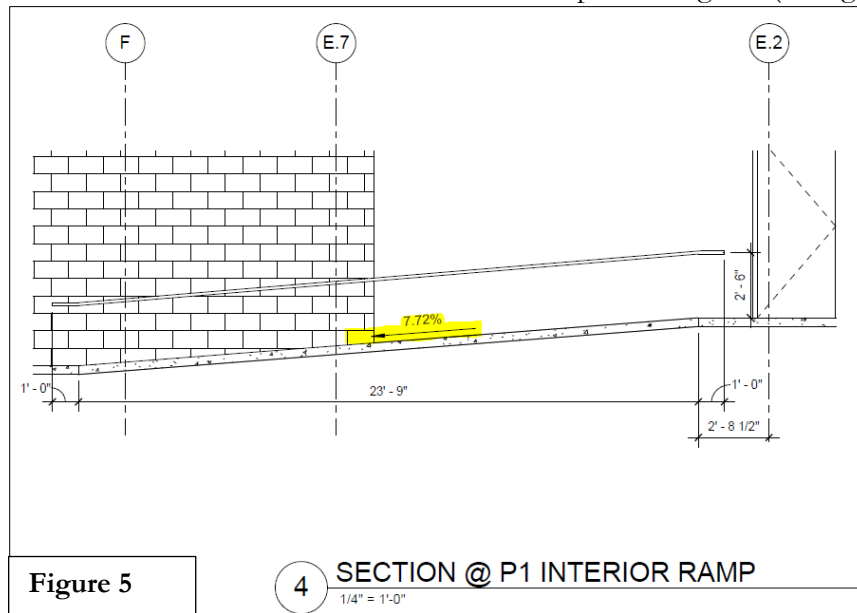


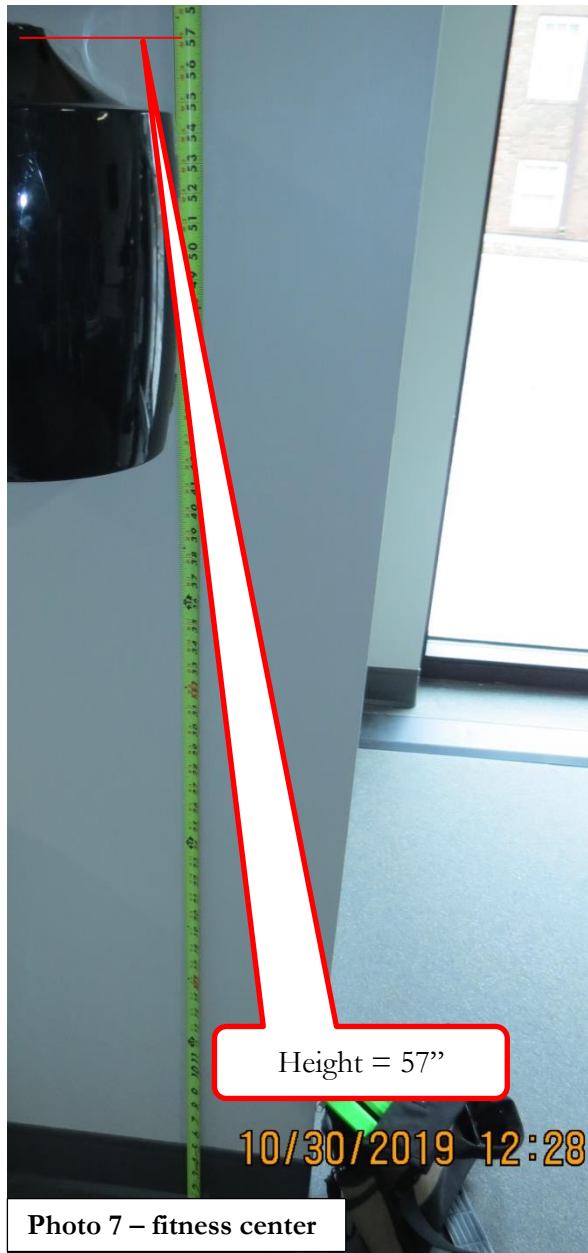
Figure 5

4 SECTION @ P1 INTERIOR RAMP
1/4" = 1'-0"

⁴ See Appendix A for construction plans.

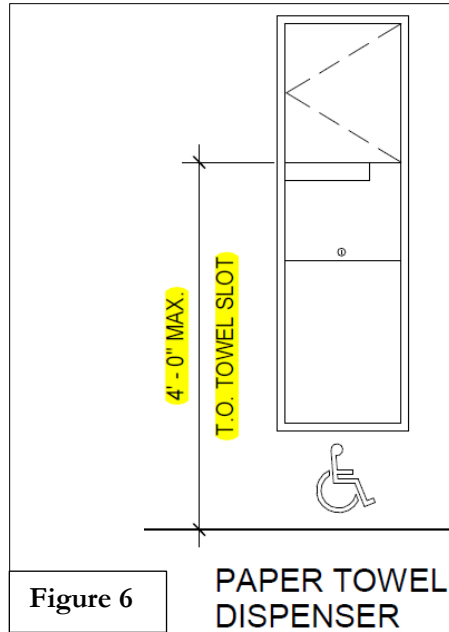
If the ramp had been built as it was designed, the running slopes along the entire length of the ramp would have been compliant with the 8.33%-maximum running slope allowed. However, as built, the running slope along the only route to the fitness center without steps exceeds the maximum running slope allowed, which renders this path inaccessible to persons who utilize wheelchairs for mobility.

3) ICRC Investigators measured the height of the paper towel dispenser located in the lobby; and four towelette-wipe dispensers at the fitness center. There is enough clear floor space in front of these dispensers for residents using wheelchairs to make a parallel approach. The height of all dispensers in the fitness center was measured at 57" and at 64" for the paper-towel dispenser in the lobby. These heights are greater than the 54"-maximum height allowed in ANSI 1986. The following are sample photographs taken by ICRC Investigators to document the measured heights:



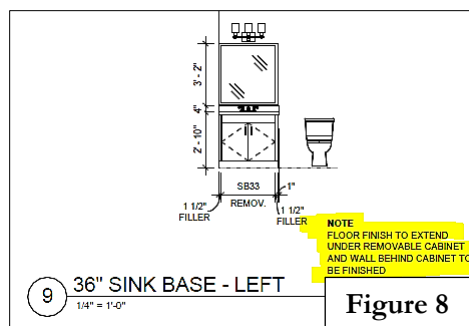
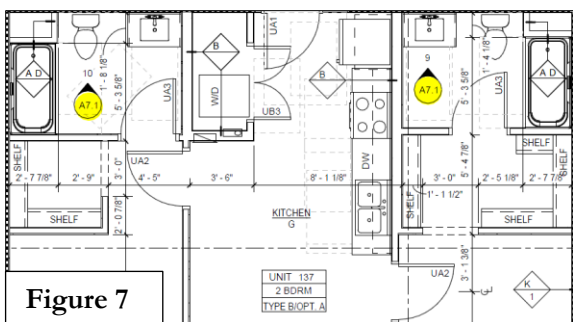
The construction plans submitted by Respondents included instructions and diagrams for the installation of wall-mounted dispensers as shown in the following captioned figure (*see* Figure 6).⁵

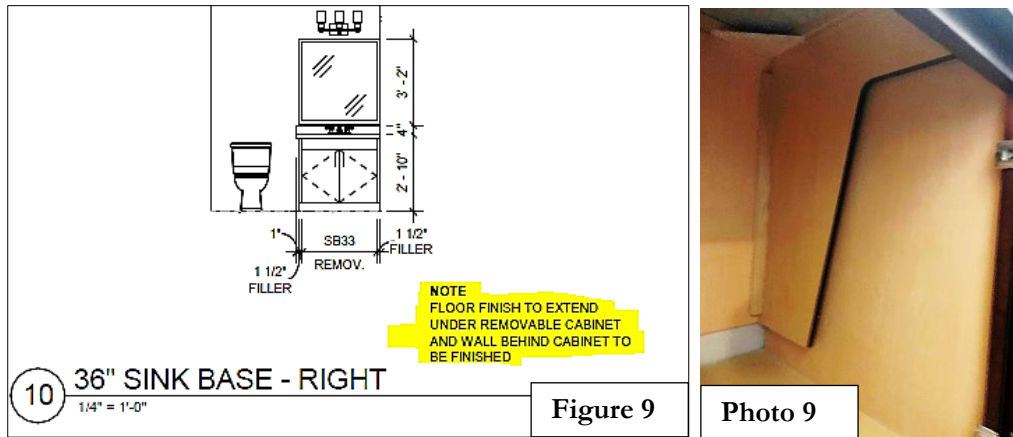
⁵ See Appendix A for construction plans.



According to the diagram and instructions shown above, the paper-towel dispenser was designed to be installed no higher than 48” above the floor surface directly below. Although no diagrams or instructions were found in the plans for the towelette-wipe dispensers, it is reasonable to expect them to be installed at the same height as the paper-towel dispenser due to the similarities in both of these fixtures. If these dispensers had been installed as they were designed, they would have been compliant with the 54”-maximum height allowed. However, as installed, these dispensers exceed this maximum height, which renders them inaccessible to persons who use a wheelchair for mobility.

4) In Unit 137, the midline of the sink was measured to be 18 ¼” from the adjoining wall, which is less than both the 24”-minimum requirement if the base cabinets are not removable, but is more than the 15”-minimum requirement if the base cabinets are removable. Respondents submitted plans and photographs in support of their claim that the base cabinets under the bathroom sinks at Unit 137 are removable (*see* Figures 7, 8, and 9; and Photo 9).





The base cabinets in the bathroom in Unit 137 appeared to be removable to ICRC Investigators because they observed the presence of side brackets underneath the sink to support the sink in the event the base cabinets are removed. Also, ICRC Investigators verified the dimensions of the knee space area under the sink are compliant with the dimensional requirements from the Manual previously cited in this report.

So, the bathroom sinks in Unit 137 were found to be compliant with the clear floor space requirements for a forward approach because the midline of the sink was further away from the adjacent wall than the 15"-minimum required.

Investigators verified the presence removable cabinets and compliant bathrooms at the 10 other units inspected at Union. Based on the gathered information and verification by ICRC Investigators, no evidence was found to support the allegation that the bathrooms are unusable because the midlines of the sinks are too close to the adjacent wall. ICRC requires no further action by Respondents regarding this allegation.

Respondents' Response to Report of Preliminary Findings:

Following is a summary of Respondents' responses to the reported deficiencies:

- 1) Respondents will install two additional 14-compartment mailbox wall-mounted units at the west wall in the mailroom area at a height of 54" as measured to the midline of the keyhole in the top row of mailbox compartments.
- 2) Respondents stated they have permanently removed the towelette dispensers at the fitness center, and have submitted photographs to document such removal.
- 3) Respondents will rebuild the interior ramp to the fitness center to bring it into compliance with the 8.33% maximum slope requirement for ramps with ADA-compliant handrails.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the scoping requirements of the International Building Code 2012 [IBC 2012], which incorporates the standards of the American National Standards 2009

[ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements].⁶ Neither the IBC 2012 nor the ANSI 2009 is one of the safe harbors accepted by HUD.⁷ 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. However, the common use areas – including the club room; performance theater; formal dining room; casual dining room; bistro room; private dining room; wellness center; men's locker room; women's locker room; indoor pool; exercise studio; salon; library; grand lounge; leasing office and the adjacent public bathrooms; trash chutes; wall-mounted mailboxes; and exterior parking spaces – are governed by the FHA since they are only for use by the residents of Union and/or their guests. The ADA will only be referenced in the current report for the public areas, which include the leasing office and adjacent public bathrooms, sidewalks, elevators, and the hallways. 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 install two additional 14-compartment mailbox wall-mounted units at the west wall in the mailroom area at a height of 54” as measured to the midline of the keyhole in the top row of mailbox compartments.
- 2) ICRC agrees with Respondents' statement that, as indicated by their photographs, they have removed the towelette dispensers from the fitness center. The observed deficiency is no longer present due to the removal of the towelette dispensers. Therefore, ICRC requires no further action by Respondents in regard to this deficiency.
- 3) ICRC agrees with Respondents' proposal to rebuild the interior ramp to the fitness center to bring it into compliance with the 8.33% maximum slope requirement for ramps with ADA-compliant handrails.

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

⁶ <https://codes.iccsafe.org/content/IBC2015/chapter-35-referenced-standards> (Last visited on Nov. 20, 2019).

⁷ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on Nov. 20, 2019).

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) Nathan Miraflor 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 either the live or webinar 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.

Required Retrofits

15) 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 row of all wall-mounted mailbox units exceed the 54”-maximum height allowed by ANSI 1986.

(b) Respondents agree they will install two additional 14-compartment wall-mounted mailbox units that the west wall in the mailroom, such that the height to the midline of the keyhole at the top row of mailbox compartments in the new wall-mounted mailbox units does not exceed the 54”-maximum height allowed by ANSI 1986.

(c) Respondents agree they will complete this retrofit no later than 90 days from the date of the Closing Letter from ICRC.

Accessible and Usable Public and Common Use Areas – Interior Ramp Along Accessible Route

(a) The parties agree the interior ramp providing access to the fitness center exceeds – as reported on pages 7 and 8 of the current agreement – the 8.33%- maximum running slope established by ANSI 1986 and 2010 ADAAG with ADA-compliant handrails.

(b) Respondents agree to rebuild the interior ramp to the fitness center such that those interior ramp sections, once corrected, and the remainder of the ramp, will have a running-slope value of no more than 8.33% and a cross-slope value of no more than 2%, as required by ANSI 1986 and 2010 ADAAG.

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

Mandatory Reports

20) Respondents agree to notify ICRC when they have completed the required retrofits for each of 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.

21) Respondents agree, as the required retrofit is made to a particular common area ICRC may then inspect that common area, 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.

22) 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).

23) 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.

Student Housing Owner Iowa, L.L.C.
RESPONDENT

Date

Greystar Development Services, L.L.C.
RESPONDENT

Date

River Caddis Development, L.L.C.
RESPONDENT

Date

Opus AE Group, L.L.C.
RESPONDENT

Date

Opus Design Build, L.L.C.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Elizabeth Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date