

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-17-70048
HUD# 07-17-5907-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

HUBBELL REALTY COMPANY

6900 Westown Parkway
West Des Moines, Iowa 50266-2520

LEGACY LANDING, LLC

6900 Westown Parkway
West Des Moines, Iowa 50266-2520

HUBBELL CONSTRUCTION SERVICES

6900 Westown Parkway
West Des Moines, Iowa 50266-2520

WELLS + ASSOCIATES, P.C.

520 42nd Street, Suite 400
Des Moines, Iowa 50312-2557

COMPLAINANT

ANGELA JACKSON, COMMISSIONER

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

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street, Room 201
Des Moines, Iowa 50319-0201

Complainant's Allegations:

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

Complainant specifically alleged, in Unit 105, 2721 Cedar Street, Legacy Landing Apartments ["Legacy Landing"], two features in the common areas and three features within one of the covered ground-floor units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) neither one of the two parking spaces designated as reserved for persons with disabilities had the required "Van Accessible" signage; (2) the heights of the midlines of the keyholes for seven of the ground-floor units at four of the mailbox kiosks were measured at 57 ¾ inches, which is higher than the 54-inch maximum allowed for a parallel approach by persons using a wheelchair; (3) the change in level from the unit's interior finished floor surface to the top of the threshold to the deck was measured at 1 ¾ inches, which exceeds the maximum allowable threshold of ¼-inch without 1:2 beveling, which appeared to the tester to be lacking; (4) the clearance from the midline of the kitchen sink to the nearest obstruction (an adjacent cabinet) was measured at 19 ½ inches, which is less than the 24-inch clearance required for a parallel approach needed because the cabinet below the sink as observed by the tester was not easily removable; and (5) the clearance from the midline of the bathroom sink to the left wall was measured at 16 ½ inches and the clearance from the midline of the sink to the right wall was measured at 16 inches, which is less than the 24-inch clearance required for a parallel approach needed because the cabinet below the sink as observed by the tester was not easily removable.

Description of the Subject Property

Subject Property

Legacy Landing has four residential buildings consisting of three floors or levels, and a fifth building (Clubhouse Building) that houses the Community Room, Theater Room, Business Center, Fitness Center, and leasing office. Each of the buildings was issued a Certificate of Occupancy on August 26, 2016, signed by Tony Stravers, Chief Building Official for the City of Norwalk, Iowa.

The construction of the ground-floor units within the four residential-unit buildings was based on five different designs.² The table at the top of the next page lists the units inspected by floor-plan type, unit number, and ANSI type. The ANSI Type-A unit is a unit designed

¹ See Iowa Code §§216.8A(3)(e)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; 216.8A(3)(e)(3)(c)(i) [Requirement 4 – Accessible Route into and Through The Covered Unit]; and 216.8A(3)(e)(3)(c)(iv) [Requirement 7 – "Usable Kitchens and Bathrooms" Requirements].

² See Appendix B for floor plans in the inspected buildings.

and built to be more accessible; it exceeds the requirements of the ICRA and FHA. The ANSI Type-B units are less accessible, but meet the requirements of the ICRA and FHA. Finally, the table also lists the total number of ground-floor units of each floor-plan type per building and the total for all four buildings.

FLOOR PLAN TYPE AND INSPECTED UNIT NUMBERS	ANSI TYPE	TOTAL GROUND - FLOOR UNITS PER FLOOR-PLAN TYPE PER BUILDING	TOTAL GROUND-FLOOR UNITS PER FLOOR-PLAN TYPE IN ALL FOUR BUILDINGS
1A [1BR/1BA] [INSPECTED UNIT (TEST UNIT) – BUILDING 2721 UNIT # 105]	B	2	8
1B [2BR/2BA] [INSPECTED UNIT – BUILDING 2741 UNIT # 110]	A	4	16
1C [3BR/2BA] [INSPECTED UNIT – BUILDING 2741 UNIT # 107]	B	1	4
2B [2BR/2BA] [INSPECTED UNIT – BUILDING 2711 UNIT 101]	B	2	8
2C [3BR/2BA] [INSPECTED UNIT – BUILDING 2731 UNIT # 107]	B	1	4
	TOTAL UNITS	10	40

The scope of the current agreement includes the ground-floor dwelling units in all four residential buildings and the public and common use areas, including the Clubhouse Building – which houses the Community Room, Theater Room, Business Center, Fitness Center, and leasing office – the dumpsters, the Community Patio, the swimming pool, and the mailbox kiosks located along the sidewalk path adjacent to each building.

Respondents’ Defenses:

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

Consistent with its commitment to fair housing, Respondents have already taken steps to retrofit elements at Legacy Landing that were not in strict compliance with the FHAG/HUD Design Manual. Respondents have

remounted the mailboxes so that all mailboxes have a parallel approach and are mounted 54 inches or lower from the finished ground. Respondents have also ensured that two of the nine designated accessible parking spaces are van accessible and include "van accessible" signage meeting the specifications of the Americans with Disabilities Act Accessibility Guidelines.

As stated above, the Respondents are interested in resolving the allegations contained in the complaint in an amicable manner. The Respondents are willing to engage in mediation if the ICRC believes mediation is the most appropriate venue to resolve this matter.

Report of Preliminary Findings:

ICRC Investigators inspected five units at Legacy Landing, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of Unit 105 in Building 2721; Unit 110 in Building 2741; Unit 107 in Building 2741; Unit 101 in Building 2711; and Unit 107 in Building 2731; and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The public parking areas for Legacy Landing are located (1) to the east of each of the main entrance of Building 2721; (2) to the west of the main entrances of Buildings 2711 and 2731; and (3) to the south of the main entrance of Buildings 2701 and 2741.³ Each of these parking areas has two parking spaces adjacent to the main entrance of each building that have signs designating them as reserved for use by persons with disabilities. Although at least one parking space and access aisle was observed at each building – which meets the above-quoted required ADA dimensions for Van-Accessible parking spaces and access aisles – none of the parking spaces at Buildings 2711 and 2731 had the required signage designating each as “Van-Accessible.”⁴
- 2) The height to the bottom edge of the “Van-Accessible” sign at the parking spaces adjacent to the Clubhouse Building was 46 ⁵/₈ inches, which is less than the minimum height of 60 inches allowed by ADAAG.⁵ The height of this sign results in its decreased visibility that makes it more challenging for persons with disabilities to readily locate these parking spaces.
- 3) The height of the keyhole at the top two rows of mailboxes all mailbox kiosks, was measured at 57 ¹/₂ and 54 ¹/₄ inches respectively.⁶ The mailbox compartments in the top two rows of the mailbox kiosks at each building are inaccessible to persons who utilize wheelchairs as it exceeds the 54-inch maximum height allowed by ANSI 1986.
- 4) ANSI requires the opening force for exterior-hinged doors to be no greater than 8 ¹/₂ pounds. The door located at the main entrance to Clubhouse Building required 16 pounds of force to open and the hallway door adjacent to the theater required 12 pounds.⁷ Both are

³ See Appendix B.

⁴ See Appendix A, Photos 1A, 1B, and 1C.

⁵ See Appendix A, Photos 1D and 1E.

⁶ See Appendix A, Photo 3A.

⁷ See Appendix A, Photos 3A and 3B

exterior-hinged doors, which required more than 8 ½ pounds of force to open.⁸ These doors require too much force to open, which makes them inaccessible.

5) The interior threshold heights at the sliding glass doorways in the residential units at Buildings 2711 and 2721 were measured at no less than 1 23/32, which exceed the ¼-inch maximum allowed for thresholds without beveling.⁹ These thresholds are too high, rendering them unusable by persons using wheelchairs.

6) Measurements were taken from the midline of the kitchen sink to the closest opposing countertop in each of the inspected units to verify compliance with the 24-inch minimum required clearance for a parallel approach, which is necessary if the cabinets are not removable as it appeared to ICRC investigators and was verified by Respondents. The midlines of the kitchen sinks were found to be less than 24 inches from the opposing countertop in three of the units. The table below indicates the building numbers, unit numbers, floor plans, and the distance from the midline of the sink to the opposing countertop in inches.¹⁰

Building Number, Unit Number, & Floor Plan	Midline of Sink To Opposing Countertop
Building 2721 – Unit 105 – 1A	19 ¼”
Building 2731 – Unit 107 – 2C	18 ¼”
Building 2741 – Unit 107 – 1C	18 ⅜”

During the inspection, Respondent Representative Porter stated none of the cabinets in the kitchen are removable. The kitchens in the table above are unusable because the midlines of the sinks are too close to the opposing counters to allow tenants using wheelchairs to make the required parallel approach.

7) The distance from the midline of the bathroom sink to the nearest obstruction was measured by ICRC investigators in the inspected units. The midline of the sink in the bathroom at Unit 105 in Building 2721 was measured to be 16 ⅜ inches from the left wall and 15 ½ inches from the right wall, both of which are less than the 24-inch minimum clearance from the closest obstruction when cabinets are not removable, which was verified by Porter.¹¹ This bathroom is unusable because the midline of the sink is too close to the walls on either side to allow tenants using wheelchairs to make the required parallel approach.

Respondents’ Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

1) Respondents maintain van accessible parking is only required at the rental office because the ADA only requires one van accessible parking space at a public accommodation,

⁸ See Appendix A, Photos 2C and 2D

⁹ See Appendix A, Photo 4A.

¹⁰ See Appendix A, Photos 5A and 5B.

¹¹ See Appendix A, Photo 6A.

and the Fair Housing Act does not require van accessible spaces. Therefore, they determined that any reference to a lack of van accessible spaces other than at the rental office is incorrect.

- 2) Respondents will move the “Van-Accessible” signage at the parking spaces adjacent to the Clubhouse Building higher such that the bottom edge of the sign is at a height of no less than 60 inches.
- 3) After receiving notification of the ICRC complaint and prior to the full onsite inspection, Respondents relabeled the mailbox compartments at each kiosk – such that ground-floor units have mailboxes at heights below the 54-inch maximum – and as indicated in photographs submitted by Respondents after the inspection.¹²
- 4) After receiving notification of the ICRC complaint and prior to the drafting of the Report of Preliminary Findings, Respondents submitted photographs documenting that the closers of both doors – one located at the main entrance to Clubhouse Building and the other at the hallway path adjacent to the theater – have been adjusted, and now only require 8 ½ pounds of force each to open them.¹³
- 5) Respondents retrofitted the interior thresholds that were originally too high at all ground-floor units in Buildings 2731 and 2741, to bring them into compliance. Respondents will provide a bevel ramp to tenants occupying ground-floor units in Buildings 2711 and 2721 who request it because of a mobility impairment.
- 6) Respondents will replace the base cabinets of non-compliant kitchen sinks in Unit Types 1A, 1C, and 2C with removable cabinets, and finish all unfinished surfaces in the knee/toe space area to bring them into compliance with accessibility requirements (*see* Appendix C for Respondents’ retrofit proposals for cabinet replacement).
- 7) Respondents will replace the base cabinets of non-compliant bathroom sinks in Unit Type 1A with removable cabinets, and finish all unfinished surfaces in the knee/toe space area, to bring them into compliance with accessibility requirements (*see* Appendix C for Respondents’ retrofit proposals for cabinet replacement).

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the scoping and technical requirements of the Manual and the Guidelines, which incorporate ANSI 1986 for some of the technical requirements. All of these building codes are Safe Harbors accepted by HUD, as referenced above, and will be used to assess and determine compliance with the ICRA and FHA.

The public areas must meet the requirements of the ADA in addition to those of the FHA. The common use areas, however, such as the Clubhouse Building – which houses the Community Room, Theater Room, Business Center, Fitness Center – the

¹² *See* Appendix C.

¹³ *See* Appendix C.

dumpsters, the Community Patio, the swimming pool, and the mailbox kiosks are governed by the FHA since they are only for use by the residents of Legacy Landing and their guests. The ADA will only be referenced in the current agreement for the public areas. 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 disagrees with Respondents’ assessment that “Van Accessible” signage is not required at the parking spaces currently designated as reserved for persons with disabilities, which are adjacent to the residential-unit buildings. Mike Edwards, ACTPT Director of the Great Plains ADA Center, stated in an interview that if parking spaces are not restricted only to tenants, such that prospective tenants, guests, and vendors are allowed to park in those spaces, then those parking spaces, according to his interpretation, are considered to be “public” and, therefore, jurisdictional under Title III of the ADA.

However, since (i) the definition of what is considered a “public area” appears to have more than one possible interpretation; and (ii) there are still accessible parking spaces and access aisles designated as reserved for persons with disabilities adjacent to the main entrance of each of the residential-unit buildings, ICRC will not require the installation of “Van Accessible” signage.

The fact that ICRC is not requiring this retrofit to be completed, shall not be precedent-setting or binding against the ICRC for any future agreements wherein any Respondents – including the Respondents named in the current complaint – may expect the same term for similar deficiencies. Additionally, ICRC’s agreement to this term does not protect Respondents from possible additional enforcement action by either HUD or the US DOJ, or from complaints filed either by an advocacy group or a private individual.

2) ICRC concurs with Respondents’ proposal to move the “Van-Accessible” signage at the parking spaces adjacent to the Clubhouse Building higher such that the bottom edge of the sign is at a height of no less than 60 inches.

3) ICRC acknowledges Respondents completed the retrofit – in which they relabeled the mailboxes, such that none of the ground-floor units have mailboxes with midlines of keyholes at heights greater than 54 inches, as based on the photograph they submitted – has corrected this deficiency.¹⁴ No further action is required on this deficiency.

4) ICRC acknowledges Respondents completed the retrofit – in which they adjusted the closers of the doors located at the main entrance to Clubhouse Building and at the hallway path adjacent to the theater, such that neither door requires more than 8.5 pounds of

¹⁴ *See* Appendix D.

force to open, as based on the photograph they submitted – has corrected this deficiency.¹⁵ No further action is required on this deficiency.

5) ICRC acknowledges Respondents completed the retrofit – in which they installed the sliding glass doorways and flooring in Buildings 2731 and 2741 such that the interior threshold heights ¼-inch maximum allowed, as based on Respondents claim and ICRC Investigators’ observations during the property inspect – has corrected this deficiency at Buildings 2731 and 2741.¹⁶ No further action is required on this deficiency at those two buildings.

ICRC agrees with Respondents’ proposal to provide a compliant bevel ramp to tenants occupying ground-floor units in Buildings 2711 and 2721. However, ICRC does not agree with completion of this retrofit being contingent upon a request from a tenant with a disability. The Manual requires that accessibility requirements be met “at the time of initial construction” (*See* Manual at pages 3.7 and 7.49 for examples). Therefore, ICRC will require that the bevel ramps be installed at the time of the next unit turnover and before the next tenant occupies a unit, and no later than five years after the date on the Closing Letter from ICRC.

6) ICRC concurs with Respondents’ proposal to replace the base cabinets of non-compliant kitchen sinks in Unit Types 1A, 1C, and 2C with removable cabinets, and finish all unfinished surfaces in the knee/toe space area to bring them into compliance with accessibility requirements.

7) ICRC concurs with Respondents’ proposal to replace the base cabinets of non-compliant bathroom sinks in Unit Type 1A with removable cabinets, and finish all unfinished surfaces in the knee/toe space area, to bring them into compliance with accessibility requirements.

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).

¹⁵ *See* Appendix D.

¹⁶ *See* Appendix D.

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

Disclosure

- 12) Because, pursuant to Iowa Code §216.15A(2)(d), the Commission 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 Casey Porter, Kris Saddoris, and Doug Wells, will:

(a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from the Commission. 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.

Attendance at Design and Construction training session offered during the “Build It Right Iowa” conference held at the ICRC Symposium – to be held on October 27, 2017¹⁷ – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development. Additionally, attendance at one of the training sessions offered by Fair Housing Accessibility First will also fulfill the requirement for this term.¹⁸

Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

15) Respondents agree Casey Porter, Kris Sadoris, and Doug Wells, and the Vice President and Executive team, directors, and superintendents of Hubbell Realty Company, Legacy Landing, LLC, Hubbell Construction Service, and Wells + Associates, P.C., who are involved in the design and/or construction of covered multi-family dwelling properties, will, within 120 days from the date of the Closing Letter from ICRC:

(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 indicating:

i. They have reviewed the Fair Housing Act Design Manual and had any questions answered regarding the Seven Main “Design Requirements of the Guidelines.”

Required Modifications or Retrofits

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

Accessible and Usable Public and Common Use Areas – Clubhouse Parking Area

¹⁷ <https://icrc.iowa.gov/news/5th-annual-iowa-civil-rights-symposium-and-2nd-build-it-right-iowa-conference> (Last visited on June 1, 2017).

¹⁸ See the “Training Calendar” section at the website for Fair Housing Accessibility First for sessions that will also allow for compliance with this term: <http://www.fairhousingfirst.org/training/calendar.html>

(a) Ensure the height to the bottom edge of the sign designating the parking space adjacent to the Clubhouse Building as reserved for persons with disabilities is a minimum of 60 inches above the ground as required by 2010 ADAAG.

Usable Doors – Threshold for Secondary Door

(a) Install an aluminum or a rubber ramp – with a running slope of $\leq 8.33\%$ and a cross slope of $\leq 2\%$ a ramp/bevel-- on the interior threshold at the sliding glass doorway of all inspected units, as reported on page 3 of the current agreement, to reduce the abrupt level change to $\frac{1}{4}$ -inch maximum height. .

(b) If rubber ramps are used, Respondents agree to annually inspect and, if necessary, replace any ramps that have become unsafe or unusable due to deterioration.

Usable Kitchens – Kitchen Sinks

(a) Retrofit the kitchen sinks in inspected Units 105 (Type 1A) in Building 2721; 107 (Type 2C) in Building 2731; and 107 (Type 1C) in Building 2741 – as reported on page 5 of the current agreement – and in all units of Types 1A, 2C, and 1C, by (i) replacing the base cabinets with removable cabinets; and (ii) by finishing unfinished surfaces that would be exposed if the removable cabinet were to be removed – in a manner consistent with Respondents’ retrofit proposals for cabinet replacement included in Appendix C that is part of the current agreement.

Usable bathrooms – Bathroom Sinks

(a) Retrofit the bathroom sinks in inspected Unit 105 and in all Type 1A units, by (i) replacing the base cabinets with removable cabinets; and (ii) by finishing unfinished surfaces that would be exposed if the removable cabinet were to be removed – in a manner consistent with Respondents’ retrofit proposals for cabinet replacement included in Appendix C that is part of the current agreement.

Required Timelines for Completion of Modifications or Retrofits

17) Respondents agree that the above-required modification or retrofit to the public and common use area of the subject property – Clubhouse parking area – within 30 days from the date of the Closing Letter from ICRC.¹⁹

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

¹⁹ The “Closing Letter” provides notice to the parties that the case has been closed. Once this agreement is fully executed, the Commission will issue its Closing Letter. It will be mailed to all parties and their representatives. A fully executed copy of the agreement will accompany the Closing Letter.

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

20) Respondents also agree to start making the above-required modifications or retrofits to each of the units as each of the units becomes vacant, before it is occupied for the first time or sooner if a current tenant makes a request for reasonable accommodation referenced in above paragraph “19)”. Respondents agree to make the required modifications or retrofits before each of the units is rented again but no more than 30 days after units have been vacated by the previous tenant, and no later than five years after the date of the Closing Letter from ICRC.

Mandatory Reporting Requirements

21) Respondents agree to notify ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201) when they have completed the required modifications or retrofits for each of the units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC after each unit or common area is modified or retrofitted will continue until all required modifications or retrofits have been completed in all 40 units.

22) Respondents agree to submit a copy of the letter required above in paragraph “18” to ICRC for review and approval within 14 days of receiving a Closing Letter from ICRC, and before sending the letters. ICRC will review and reply to Respondents about the request for approval within three business days of receiving a copy of the advertising and letters.

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

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

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 subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee’s commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

Miscellaneous

26) The parties agree that this Agreement does not address, determine, settle and/or adjudicate whom by, among, and between the Respondents is responsible to pay for any and/or all of the obligations accepted by the Respondents in this Agreement. The issue of payment of expenses incurred to fulfill the terms of this Agreement will be decided in a separate agreement by, among, and between the Respondents.

Hubbell Realty Company
RESPONDENT

Date

Legacy Landing, LLC
RESPONDENT

Date

Hubbell Construction Services
RESPONDENT

Date

Wells + Associates, P.C.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date

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