

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP# 09-15-67906  
HUD# 07-16-0108-8

## **PARTIES TO THE SETTLEMENT AGREEMENT:**

### **RESPONDENTS**

**4D INVESTMENTS, LLC**  
2202 College Street  
Cedar Falls, Iowa 50613-3622

**RCSI, INC. (AKA ROKES CONSTRUCTION SERVICE)**  
415 Winding Ridge Road  
Cedar Falls, Iowa 50613-9327

**DAHLSTROM REAL ESTATE**  
1716 Primrose Real Estate  
Cedar Falls, Iowa 50613-5746

**SINGLE-SOURCE ELEMENTS, LLC**  
112 West Park Lane  
Waterloo, Iowa 50701-5119

### **COMPLAINANT**

**ANGELA JACKSON (formerly WILLIAMS)**  
Commissioner, Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

and

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

### 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 dwelling units 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 "usable doors," the "light, switches, thermostats, electrical outlets in accessible locations," and the "usable kitchens and bathrooms" requirements of the ICRA and FHA.<sup>1</sup>

Complainant specifically alleged, in Unit 304, 221 East 5<sup>th</sup> Street, Cedar Falls, La Rivière Condominiums [henceforth referred to as "La Rivière"], (1) the two exterior entrance doors to the building had door knobs, which are a deficiency because they require tight grasping and twisting of the wrist to open, such that persons who have a disability that diminishes the use or strength of their hands or wrists are not able operate this type of door-opening hardware; (2) the height of the thermostat controls was 53 inches, which is higher than the maximum 48 inches allowed; and (3) the distance from the midline of the bathroom sink to the adjoining wall was 19 inches, which is less than the 24-inch minimum required for an accessible parallel approach necessitated by the cabinet under the bathroom sink that did not appear to be easily removable.

### Description of the Subject Property

La Rivière has one building with two floors and five dwelling units per floor. The building has an elevator, which means each of the 10 units is "covered"<sup>2</sup> by the design and construction provisions of the ICRA and FHA.<sup>3</sup> The building was issued a Certificate of Occupancy on September 3, 2015, signed by Craig Witry, Building Official for the City of Cedar Falls, Iowa.

The scope of this agreement covers all 10 units as well as the public and common use areas at La Rivière. The construction of all units within the subject property building was based on five different designs, all of which are two-bedroom and two-bathroom units. There are two units for each of the unit types. Two of these designs have been grouped by ICRC Investigators due to their layout similarity based on the floorplan configurations observed in the blueprint drawings submitted by Respondents.<sup>4</sup>

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<sup>1</sup> Iowa Code §§216.8A(3)(c)(3)(b), 216.8A(3)(c)(3)(c)(ii), and 216.8A(3)(c)(3)(c)(iv); 24 C.F.R. §§ 100.205(c)(2), 100.205(c)(3)(ii), and 100.205(c)(3)(iv).

<sup>2</sup>"Covered multifamily dwellings" or "covered multifamily dwellings subject to the Fair Housing Amendments" means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units." Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

<sup>3</sup>42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

<sup>4</sup> See Appendix B for floor plans.

The table below shows the different unit types and the total number of covered units per type, and the unit numbers of the inspected units.

<b>FLOOR PLAN TYPES</b>	<b>TOTAL COVERED UNITS PER TYPE</b>	<b>TESTED UNITS</b>
Unit “A” / Unit “B” [1,115 S.F.]	4	209
Unit “C” [1,053 S.F.]	2	304
Unit “D” [1,020 S.F.]	2	205
Unit “E” [1,053 S.F.]	2	306
<b>TOTAL</b>	<b>10</b>	

Respondents’ Defenses:

When asked in the questionnaire what was true or false about the allegations, Respondents Dahlstrom Real Estate and 4D Investments, LLC answered:

Please see architect for answers below.

Respondent Single-Source LLC answered:

We did the architecture – not construction.

After receiving notice of the complaint, Respondent RCSI, Inc. stated in an email to ICRC that they were not involved in the construction of La Rivière after the owner, 4D Investments, LLC, terminated their contract in spring 2015.

Report of Preliminary Findings:

ICRC Investigators inspected four units at La Rivière, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of the units listed in the table above and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) Respondents replaced the door knobs with lever-style door-opening hardware on the exterior building doors – which do not require tight grasping, pinching, or twisting to operate – after receiving notice of the complaint but before the ICRC onsite inspection. Therefore, the deficiency at the building entrances doors that was uncovered during the testing of the subject property has been corrected.
- 2) Measurements were taken of all interior passage doors at La Rivière. At all inspected units, the clear opening width for the bathroom doorways were measured at no greater than 28 inches.<sup>5</sup> The clear opening width for the doorway to the bedroom adjacent to

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<sup>5</sup> See Appendix A, Figure 1A.

the laundry room in Units 209 and 304, and the doorways at both bedrooms in Units 205 and 306, was measured at no greater than 30 inches.<sup>6</sup>

Unit 209 has a swing doorway to the balcony with a clear opening width that was measured at 29 1/2 inches with the hinge-mount bumper in place as installed.<sup>7</sup> The other inspected units have a sliding glass doorway to the balcony, which has a clear opening width that was measured at no greater than 28 1/4 inches with the plastic sliding glass-door bumper installed horizontally in the bottom track.<sup>8</sup>

Each of these doorways has a narrower than the minimum allowed width of 31 5/8 inches, which makes the associated bathrooms, bedrooms, and balconies unusable by persons using wheelchairs.

- 3) The vertical change in level from the top of the threshold at the sliding glass doorway onto the interior finished floor surface in all of the inspected units was measured at no less than 3/4 inch, which exceeds the 1/4-inch maximum allowed for thresholds without beveling.<sup>9</sup> The excessive heights at these secondary entrances render the balconies unusable by residents using wheelchairs.
- 4) The height of the thermostat control buttons used in adjusting the temperature was measured at no less than 53 1/2 inches in all inspected units.<sup>10</sup> The measured height of these control buttons is higher than the 48-inch maximum reach limit allowed by the Guidelines, making the buttons unusable by a resident in a wheelchair.
- 5) Additional verification is necessary to confirm compliance with the grab-bar reinforcement requirement to determine whether the bathrooms at La Rivière are usable by residents who require the installation of grab bars because of mobility impairments.
- 6) Except for Unit 209, the width of the path between the kitchen island and either the refrigerator or opposing counter was measured at no more than 39 inches in all inspected units.<sup>11</sup> The width of this path renders these kitchens unusable.
- 7) Except in Unit 209, the clear floor space outside of the swing of the door in all inspected units was measured at less than 30 by 48 inches.<sup>12</sup> The clear floor space in these bathrooms is less than the minimum required by the Guidelines and renders these bathrooms unusable for persons who utilize wheelchairs.

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<sup>6</sup> See Appendix A, Figure 1B.

<sup>7</sup> See Appendix A, Figure 1C.

<sup>8</sup> See Appendix A, Figure 1D.

<sup>9</sup> See Appendix A, Figure 2A.

<sup>10</sup> See Appendix A, Figures 3A and 3B.

<sup>11</sup> See Appendix A Figures 5 and 6.

<sup>12</sup> See Appendix A, Figure 6A.

- 8) In Units 205 and 304, the midline of the sinks in both Specification-B bathrooms was measured at no more than 19 1/2 inches from the adjoining wall.<sup>13</sup> In Unit 209, the midline of the sink in both Specification-A bathrooms was measured at no more than 19 1/2 inches from the adjoining wall. In Unit 306, the midline of the sink in the Specification-B bathroom adjacent to the laundry room was measured at 17 inches from the adjoining wall. The bathrooms in Unit 306 do not satisfy the requirements of a Specification-B bathroom.<sup>14</sup>

Respondents claim all bathroom vanity cabinets are removable. In order to confirm the vanity cabinets in the Specification B bathroom in Units 205, 304, and 306 are indeed removable, ICRC required Respondents to complete the steps detailed in the “Report of Preliminary Findings” at one of these units.

- 9) The height of the bathroom towel bars in all of the inspected units was measured at no less than 60 inches.<sup>15</sup> The measured height of the towel bars is higher than the 54-inch maximum reach limit allowed by ANSI 1986, making these bathroom fixtures unusable by a resident in a wheelchair.

#### Respondents’ Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will – as the units become vacant or are sold – install new doors and door frames to widen the following doorways to a minimum of 31 5/8 inches for the clear opening width: (i) the bathroom doorways at the bathrooms in all units; (ii) the doorway to the bedroom adjacent to the laundry room in Units 209 and 304; (iii) the doorways at both bedrooms in Units 205 and 306; and (iv) the swing doorway unto the balcony in Unit 209.

Respondents will – as the units become vacant or are sold – relocate the bumper from the horizontal to the vertical track of the sliding glass doorway in all units in order to widen the doorways to a minimum of 31 5/8 inches for the clear opening width.

- 2) Respondents will – as the units become vacant or are sold – add either a beveled threshold or raise the interior finished floor to decrease the interior threshold height to 1/4-inch if not beveled or 3/4-inch if beveled.
- 3) Respondents will – as the units become vacant or are sold – relocate thermostats to a maximum height of 48 inches above the finished floor.

Respondents will – as the units become vacant or are sold – convert the non-compliant outlets to single outlets at the minimum height of 15 inches.

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<sup>13</sup> See Appendix A, Figure 6B.

<sup>14</sup> *Id.* at page 7.35.

<sup>15</sup> See Appendix A Figures 6C and 6D.

- 4) In their written responses to Respondents 4D Investments LLC [owner] and Dahlstrom Real Estate [builder] stated, “The walls are reinforced for grab bars.” However, Respondent Single-Source stated in their written response that it did not know what portion of the grab bars had been completed due to the change of builders for La Rivière, and because it was not contracted to provide “construction review services.”
- 5) Respondents submitted photographs and written documentation about the removability of vanity cabinets at La Rivière in support of their claim that all bathroom sinks at La Rivière are removable and, therefore, in compliance with the accessible design and construction requirements of the FHA and ICRA.
- 6) Respondents will – as the units become vacant or are sold – move the kitchen island away from all opposing counters to increase the clear width of the path to a minimum of 40 inches.
- 7) Respondents will – as the units become vacant or are sold – reinstall the swing door in all of the bathrooms with insufficient clear floor space outside the swing of the door to increase the clear floor space to a minimum of 30 by 48 inches.
- 8) Respondents did not submit a proposed retrofit to correct the reported deficiency of the bathroom towel bars that are unreachable because they are at a height exceeding the 54-inch maximum allowed by ANSI.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the requirements of the 2009 International Building Code [IBC 2009], which is not one of the safe harbors accepted by HUD.<sup>16</sup> Therefore, the FHADM must be used to assess and determine compliance with the ICRA and FHA.

Following is the assessment of the reported deficiencies, based on the scoping and technical requirements of FHADM and the technical requirements of ANSI 1986:

- 1) ICRC concurs with Respondents’ proposal to – as the units become vacant or are sold – install wider doors and door frames to widen the non-compliant interior doorways to a minimum of 31 5/8 inches for the clear opening width.

ICRC concurs with Respondents’ proposal to – as the units become vacant or are sold – relocate the bumper from the horizontal to the vertical track at the sliding glass doorways in all units to widen the doorways to a minimum of 31 5/8 inches for the clear opening width.

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<sup>16</sup> <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

- 2) ICRC concurs with Respondents' proposal to – as the units become vacant or are sold – add either a beveled threshold or raise the interior finished floor to decrease the interior threshold height to either 1/4 inch if not beveled or 3/4 inch if beveled.
- 3) ICRC concurs with Respondents' proposal to – as the units become vacant or are sold – relocate thermostats to a maximum height of 48 inches above the finished floor.

ICRC does not concur with Respondents' proposal to convert the non-complaint outlets to single outlets at the minimum height of 15 inches because it does not increase the reachability of both electrical outlets for each receptacle.

Although the electrical outlets noted earlier in this agreement and in the report are non-compliant because the bottom outlet is one inch below 15-inch minimum height required by the Guidelines, ICRC will not require Respondents to move the non-compliant outlets because the top outlet is reachable it is higher than the 15-inch minimum height and the bottom outlet is no more than one inch below the minimum height. However, as these electrical outlets continue to be non-compliant, Respondents are hereby advised that the current agreement does not prevent possible future enforcement actions by either the United States Department of Housing and Urban Development (HUD) or the United States Department of Justice (DOJ).

- 4) The information and documents submitted by Respondents did not conclusively support the presence of grab-bar reinforcements that meet the dimensional, type, and location requirements contained within Requirement 6 [“Reinforced Walls for Grab Bars”] of the ICRA and FHA – as presented in the FHADM.<sup>17</sup>

Therefore, ICRC Investigator gathered additional information from Craig Witry, Building Official for the City of Cedar Falls, Iowa. As visually inspected by one of his inspectors, Witry stated the bathrooms at La Rivière were observed to have blocking for future installation of grab bars that meets the requirements of IBC 2009. Although IBC 2009 is not currently accepted by HUD as a safe harbor for meeting the requirements of the FHA, the previous edition of the IBC (IBC 2006) is a safe harbor. IBC 2009 has requirements for accessibility that are expected to meet the requirements from IBC 2006 because each IBC revision is increasingly stricter than its predecessor. Therefore, based on the additional information gathered, the grab-bar reinforcements at La Rivière are determined to be in compliance with the requirements from the ICRA and FHA. No additional action is required from Respondents regarding this requirement.

- 5) ICRC acknowledges the bathroom's vanity cabinets are removable based on the photographs and written description submitted by Respondents, and as defined by the FHADM. Therefore, the bathroom vanity cabinets in all inspected units are determined to be compliant with the maneuverability requirements of the FHADM. No additional action is required from Respondents regarding this requirement.

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<sup>17</sup> See FHADM at 6.3, 6.4, 6.9 and 6.12.

- 6) ICRC concurs with Respondents proposal to – as the units become vacant or are sold – move the kitchen island away from all opposing counters to increase the clear width of the path to a minimum of 40 inches.
- 7) ICRC concurs with Respondents proposal to – as the units become vacant or are sold – reinstall the swing door in all of the bathrooms with insufficient clear floor space outside the swing of the door to increase the clear floor space to a minimum of 30 by 48 inches.
- 8) ICRC will require Respondents to lower the non-compliant towel bars to a height less than the 54-inch maximum required by ANSI 1986.

#### 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 La Rivière, 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).

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).

4. 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).
5. 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).
6. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building 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:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

#### *Voluntary and Full Settlement*

7. 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.
8. 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.

9. 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.
10. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by ICRC.

*Disclosure*

11. Because, pursuant to Iowa Code §216.15A(2)(d), 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*

12. 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*

13. Respondents agree Kim Manfull, General Contractor (self-employed), and Steph Weiland, CEO and President of Respondent Single Source, LLC, 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 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.

Attendance at Design and Construction training session offered during the 4<sup>th</sup> Annual "Be The Change" ICRC Symposium – to be held on October 28, 2016 – 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.

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.

14. Respondents agree Kim Manfull, Steph Weiland, Tracy Rokes, President of Respondent Rokes Construction Services, Inc., and each of Respondents' current employees or agents who are involved in the design and/or construction of covered multifamily-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 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. Each has reviewed and become familiar with the Fair Housing Act Design Manual.
    - ii. Each understands what the Seven Main "Design Requirements of the Guidelines" are by listing them in the written statement.

*Required Modifications or Retrofits*

15. Respondents agree to make the following modifications or retrofits to La Rivière:

*Usable Doors – Clear Opening Width for Secondary Entrance*

- (a) The parties agree (i) the bathroom doorways in all units; (ii) the doorway to the bedroom adjacent to the laundry room in Units 209 ["A" Unit] and 304 ["C" Unit]; (iii) the doorways at both bedrooms in Units 205 ["D" Unit] and 306 ["E" Unit]; (iv) the swing doorway unto the balcony for Unit 209; and (v) the sliding glass doorway unto the balcony for all units have a clear opening width that is narrower than the 31 5/8-inch minimum required by FHADM.
- (b) To increase the clear opening width to a 31 5/8-inch minimum, Respondents agree they will modify or replace:
  - i. The bathroom door and doorways in all units.
  - ii. The door and doorway to the bedroom adjacent to the laundry room in "A" Units [209 and 309] and "B" units [208 and 308].

- iii. The bedroom door and doorways at both bedrooms for the “D” Units [205 and 305] and the “E” Units [206 and 306].
  - iv. The swing door and doorway to the balcony in “A” Units [209 and 309] and “B” units [208 and 308].
- (c) Respondents agree they will move the bumper from the horizontal to the vertical track in the doorway to the balcony in all units with sliding glass doors so as to increase the clear opening width to a 31 5/8-inch minimum.

*Usable Doors – Interior Threshold Height*

- (a) The parties agree the vertical change in level from the top of the threshold at the sliding glass doorway onto the interior finished floor surface in all of the inspected units has a height of no less than 3/4 inch, which exceeds the 1/4-inch maximum allowed by the FHADM for thresholds without beveling.
- (b) At all units with a sliding glass doorway, Respondents agree they will permanently install either:
- i. A threshold with a 1:2-maximum bevel, and a maximum threshold height of 3/4 inch; or
  - ii. Raised flooring to decrease the threshold height to a 1/4-inch maximum.

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

- (a) The parties agree the height of the thermostat controls in all inspected units exceed the maximum height of 48 inches, as allowed by FHADM.
- (b) Respondents agree they will lower the thermostat controls in all unoccupied units at La Rivière such that the display screen and all operating buttons are at a maximum height of 48 inches, as required by the FHADM.

*Usable bathrooms – Clear Floor Space Outside of Swing of Door*

- (a) Except in Unit 209, the parties agree the clear floor space outside the swing of the door in the bathrooms in all inspected units is less than 30 by 48 inches, which is less than the minimum required by the Guidelines.
- (b) Respondents agree they will reinstall the doors in the bathrooms in all units with insufficient clear floor space outside the swing of the door – to reverse the swing of the door, such that it will swing away from the bathroom and create the minimum clear floor space dimensions of 30 by 48 inches, as required by the Guidelines.

*Usable bathrooms – Bathroom Towel Bars*

- (a) The parties agree the height of the towel bars in all bathrooms in all units at La Rivière exceed the reachable height of 54 inches for a parallel approach to the towel bars without an obstruction, as based on the general reach requirements established by ANSI 1986.
- (b) Respondents agree they will move bathroom towel bars to a height of no greater than 54 inches in the bathrooms at all units at La Rivière, as required by ANSI 1986.

*Required Timelines for Completion of Modifications or Retrofits*

- 16. Respondents agree to make the above-required modifications or retrofits to each of the units as each of the units becomes vacant or is sold. Respondents agree to make the required modifications or retrofits before each of the units is re-occupied or sold.

*Mandatory Reporting Requirements*

- 17. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the units. Such notification shall be made within 90 days of completion. These required notifications to ICRC will continue until all required modifications or retrofits have been completed in all 10 units.
- 18. 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, and shall pay a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

- 19. 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.
- 20. Within 90 days from the date of the Closing Letter from ICRC, Respondents agree to provide a written statement to ICRC, to the attention of Don Grove, Supervisor of Housing Investigations, which specifies how each of the above-required modifications or retrofits will be corrected.

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4D Investments, LLC  
RESPONDENT

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Date

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RCSI, Inc.  
RESPONDENT

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Date

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Single-Source, LLC  
RESPONDENT

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Date

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Dahlstrom Real Estate, Inc.  
RESPONDENT

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Date

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Angela Jackson  
COMPLAINANT

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Date

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Kristin H. Johnson, Executive Director  
IOWA CIVIL RIGHTS COMMISSION

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Date