

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-14-66215

HUD# 07-14-0638-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

MADISON FLATS, LLC

5000 Westown Parkway, Suite 400

West Des Moines, Iowa 50266-5921

NEIGHBORHOOD DEVELOPMENT CORPORATION

3209 Ingersoll Avenue, Suite 205

Des Moines, Iowa 50312-3920

BEAL DERKENNE CONSTRUCTION, LLC

506 3rd Street, Suite 300

Des Moines, Iowa 50309-1710

ARCHITECTS SCHIPPER KASTNER, PC

3716 Ingersoll Avenue, Suite A

Des Moines, Iowa 50312-3440

COMPLAINANT

ANGELA WILLIAMS

Commissioner, Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). 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 the "usable doors," "light, switches, thermostats, electrical outlets in accessible locations," and "usable kitchens and bathrooms" requirements (referenced as Requirement 3, Requirement 5, and Requirement 7 respectively) in the ICRA and FHA. Complainant specifically alleged, in Units 101 and 201, 1720 Indianola Avenue, Madison Flats [henceforth referred to as "Madison"], (1) the clear-opening width of the door to the bathroom is less than the minimum 31.63 inches allowed; (2) the height of the thermostat controls is higher than the maximum 48 inches allowed; (3) the distance from the midline of the kitchen sink to the adjoining wall is less than the minimum 24 inches required for an accessible parallel approach, which is necessary due to cabinets that did not appear to be removable to the testers; and (4) the distance from the midline of the bathroom sink to the adjoining wall is less than the minimum 24 inches required for an accessible parallel approach due to cabinets that appeared to be non-removable to the testers.

Description of the Subject Property

Madison, the subject property complex, has a building consisting of nine units on each of three floors, with 27 units total, and all of them served by an elevator. Since there is an elevator, every one of the 27 dwelling units in Madison is “covered” by the design and construction provisions of the ICRA and FHA. Madison was issued a Certificate of Occupancy on June 30, 2014.

The scope of this agreement includes all 27 units and the public/common use areas at Madison. The construction of all units within Madison was based on 11 different designs. The table at the top of the next page shows the different types of units and the total number of covered units per type.

UNIT TYPE	TOTAL COVERED UNITS PER TYPE
Type 1 – One bedroom / One Bathroom	5
Type 1A – One bedroom / One Bathroom	2
Type 2A – Two bedrooms / One Bathroom	1
Type 2B – Two bedrooms / One Bathroom	1
Type 3 – One bedroom / One Bathroom	10
Type 3A – One bedroom / One Bathroom	2
Type 4 – Two bedrooms / One Bathroom	1
Type 5 – Efficiency / One Bathroom	2
Type 6A – Two bedrooms / One Bathroom	1
Type 6B – Two bedrooms / One Bathroom	1
Type 6C – Two bedrooms / One Bathroom	1
TOTAL	27

Respondents' Defenses:

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

The allegations that the kitchen sink base and vanity sink base are non-removable and that the required accessible clearances are not provided are false.

The allegation that the bathroom door at unit 101 only provides a 20" clearance is false. The bathroom door provides min nominal 32" clearance. The laundry alcove door is impediment to bathroom and has been removed.

The allegation that the thermostat is mounted at 52" at unit 101 is true. In addition to the wall thermostat, the HVAC has a remote control operator that provides operation and temperature control for HVAC unit.

Report of Preliminary Findings:

ICRC Investigators inspected 11 units, as well as the six public or common use areas. The unit number and type are listed in the table at the top of the next page.

UNIT # UNIT TYPE

101 6A

103 1A

106 1

201 6B

202 5

209 2A

301 6C
302 4
303 3A
304 3
309 2B

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) The parking areas at Madison include three spaces designated as reserved for persons with disabilities. Although the two parking spaces and access aisle located to the northwest were observed to meet the required ADA dimensions for “Van-Accessible” parking spaces and access aisles, neither of these parking spaces had the required signage designating them as “Van-Accessible.”

2) Four slope measurements were taken at Madison – two at each of the two sidewalk paths connecting the main sidewalk to the secondary entrances of the ground-floor units facing west. The running-slope measurements taken were all greater than 5%. The table in the next page describes each location, including the photograph of the measurement location and provides the corresponding slope measurement.

LOCATION

RUNNING

SLOPE

Sidewalk section on path from main sidewalk to secondary entrances to Units 106 and 107 6.7%

Sidewalk section on path from main sidewalk to secondary entrances to Units 106 and 107

6.8%

Sidewalk section on path from main sidewalk to secondary entrances to Units 104 and 105

7.0%

Sidewalk section on path from main sidewalk to secondary entrances to Units 104 and 105

7.0%

The inspected sidewalk sections are too steep because they exceed the maximum slope values allowed by ADAAG. The length of each of the sidewalks was measured at 115 inches, which is greater than the minimum length of 72 inches that is required for handrails to become necessary. Therefore, to bring these paths into compliance, handrails on each side must be installed along both sides of the sidewalks must be replaced to correct the slopes.

3) No detectable warnings were observed at the two curb ramps. Tenants with a visual impairment would be at risk of inadvertently wandering from the sidewalk across the path of oncoming vehicular traffic.

4) No detectable warning was observed in the sidewalk section under the exterior stairs located to the northeast of Madison. Tenants with a visual impairment would be at risk of inadvertently wandering onto this overhead hazard, and possibly sustaining physical injury.

5) The doors located at the building entrances are exterior-hinged doors. According to ANSI, the exterior doors should require no more than 8.5 pounds to open. Measurements were taken at each of the exterior three doors. The table below shows the reported measurements:

DOOR

OPENING FORCE

South- Southwest 11 pounds

Southwest 10 pounds

Southeast 10 pounds

The information collected indicates the entrance doors to the subject property building require too much force to open them, which makes them inaccessible.

6) The door-opening force for the front door to Unit 304 was measured at 17.5 pounds. Based on the information collected, the force required to open the front door for this unit exceeded the 15-pound maximum limit allowed by the City of Des Moines. Setting the opening force for this door at a maximum of 15 pounds would allow Respondents to meet the accessibility requirements of the FHA, ICRA, and the fire-safety requirements of the City of Des Moines.

7) Each of the units at Madison Flats has sliding doors into the bathroom. The clear-opening width of the sliding door at the entrance to the bathroom for Unit 101 measured 27.25 inches. This door is unusable by persons utilizing wheelchairs because it is narrower than the minimum of 31.63 inches allowed by ANSI.

8) In Unit 101, the interior threshold of the secondary door onto the living room floor measured 27/32 inch. This measurement is greater than the maximum allowed 3/4 inch. The interior threshold height of the secondary doors is too high and renders this entrance unusable by tenants using wheelchairs.

9) The clear width of the path from the bathroom to the clear floor space in front of the laundry machines measures 22.63 inches in Unit 103 and 29.63 inches in Unit 106, which is less than the minimum of 31.63 inches allowed by ANSI. The width measured at these paths renders them unusable and makes the clear floor space in front of the laundry machines inaccessible to a tenant using a wheelchair.

10) The height of the electrical outlets located in the living rooms of Units 201 and 301 was measured at 12.25 inches, which is less than the minimum of 15 inches allowed by ANSI. The height measured renders these electrical outlets unusable by tenants who utilize a wheelchair.

11) Based on Respondents' statements and blueprints, the cabinet under the kitchen sink for Unit 301 is not removable, which prevents a forward approach by a tenant in a wheelchair. The midline of the sink was measured to be 21 inches from the counter adjacent to the left, which is less than the required minimum of 24 inches to allow for a parallel approach. This kitchen is unusable by tenants utilizing a wheelchair because the midline of the sink is too close to the adjoining counter, and prevents a parallel approach.

12) The distances from the midline of the sink to the adjacent wall in the bathrooms for seven of the other 11 units inspected by ICRC investigators – none of which had removable cabinets – were measured at less than the required minimum of 24 inches, and are listed in the table at the top of the next page:

Unit # Distance from midline of sink to adjoining wall

103 15.33 inches

106 18.5 inches

301 22.5 inches

302 23 inches

303 18.5 inches

304 18.25 inches

309 17.5 inches

These bathrooms are unusable by tenants utilizing a wheelchair because the midline of the sink is too close to the adjoining wall, and prevents the necessary parallel approach by a tenant in a wheelchair due to the non-removable cabinets.

13) The distances between the midline of the toilets to the grab-bar side were measured at 17 inches for Unit 304 and 17.5 inches for Unit 103, which is less than the required minimum of 18 inches, as established in the FHADM requirements listed above. These toilets are too close to the wall to be accessible and usable by persons utilizing a wheelchair for mobility.

Respondents' Response to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

1) Respondents will install "Van Accessible" signage at the west accessible parking space.

2) Respondents will install handrails on both sides of sidewalk path from main sidewalk to Units 106/107 and at sidewalk path from main sidewalk to Units 104/105, in accordance with Section 505 of ANSI 2003.

3) Respondents disagreed with ICRC's application of the ADAAG's requirements for detectable warnings. Respondents stated in their written responses to the Report of Preliminary Findings:

Project Civil Engineer, Doug Saltgaver is indicating that when project was designed, City of Des Moines Guidelines from City Engineer, indicate that "Detectable warning panels are to be used at pedestrian crossings of driving lanes where pedestrians might expect to encounter moving vehicles. They should not be used for access ramps serving HC parking stalls." City engineer indicated this was based on training sessions with ADAAG.

ANSI A117.1-2003 406.12 Detectable Warnings at Raised Marked Crossings, this section requires detectable warnings at raised marked crossing as the sidewalk and street are at the same level. The curb or sloped curb ramp is a clue for persons with visual impairments that they are entering an area where vehicles may be present. Where the sidewalk and street are at the same level these clues are not present.

406.13 Detectable Warnings at Curb Ramps, states "Where detectable warnings are provided on curb ramps, they shall comply with Sections 406.13 and 705." This standard does not require detectable warnings, but sets provisions if they are provided.

Refer to attached sections and commentary from ICC ANSI A117.1-2003.

Truncated dome warning panels were installed at sidewalk areas crossing [the] public street, but not at the two curb ramps accessing the accessible parking stalls.

4) Respondents will:

a. Add a handrail on the three open sides underneath the east exterior stair to provide detectable warning where headroom is less than 80 inches.

b. Ensure the handrail height is no more than 27 inches high.

5) Respondents will adjust the self-closing hardware for the three exterior doors to the subject property building so that the maximum opening force does not exceed 8.5 pounds.

6) Respondents will adjust the self-closing hardware for front door to Unit 304, which is a fire-rated door, so that the maximum opening force does not exceed 15 pounds.

7) Respondents will modify the sliding door to bathroom in Unit 101 to provide a clear opening width of 32 inches.

8) Respondents will modify the interior threshold at the east exterior door in Unit 101 to a maximum height of $\frac{3}{4}$ -inch.

9) Respondents will increase the clear width of the path located between the vertically-stacked laundry machines and the adjacent wing wall to 32 inches by shortening this wall in Type 1A units [Units 103 and 109] and in Type 1 units [Units 104, 105, 106, 107, and 108], as per Section 403.5 of ANSI 2003.

10) Respondents will relocate the non-compliant electrical outlet in the living room for Unit 201, so that the centerline of either outlet of the receptacle is at a minimum of 15 inches above the floor.

Respondents did not find any receptacles at a height of less than 15 inches above the floor in Unit 301. Respondents will inspect the other outlets in Unit 301 to verify both outlets in all receptacles are at a height of 15 inches or greater above the floor.

11) Respondent will relocate the kitchen sink in Unit 301 such that the horizontal distance from the midline of the sink to the left edge of the L-shaped cabinets is a minimum of 24 inches. Respondents will maintain the distance from the midline of the sink to the nearest obstruction at no less than 24 inches.

12) Respondents will (i) install an oversized bathroom sink in the units listed in the table below, which will be offset to the right side of the lavatory; and (ii) will relocate the faucet such that it is a minimum of 24 inches from the wall adjacent to the left, to provide a 30-inch by 48-inch clear floor space centered on the midline of the sink to allow for a parallel approach by persons in a wheelchair.

Unit Type	Unit #s
1A	103, 104, 105, 106, 107, 108, and 109
2B	309
3	204, 205, 206, 207, 208, 304, 305, 306, and 307
3A	203 and 303
6C	301

Respondents disagreed with ICRC's finding that the midline of the bathroom sink was too close to the right wall in Unit 302. Respondents measured the same distance described at more than 24 inches.

13) Respondents agreed with ICRC's measurements for the distance from the midline of the toilet to the sidewall with the grab bar reinforcement in Units 103 and 304. However, Respondents propose the distances measured do not render these toilets unusable as per Section 1003.11.7 of ANSI 2003. The relevant excerpts from this section of ANSI 2003 read as follows:

1003.11.7 Water Closet [Type A Units]. Water closets shall comply with Section 1003.11.7

1003.11.7.1 Location. The water closet shall be positioned with a wall to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum and 18 inches (455 mm) maximum from the sidewall.

Although Units 103 and 304 were built overall as Type B units, Respondents argue the clear floor space in the front of and on the non-grab bar side of the toilet meets the requirement for bathrooms in "Type-A" units. The diagrams at the top of next page illustrate the clear floor space requirements for toilets in ANSI "Type A" units.

Respondents propose that since the bathrooms in Units 103 and 304 meet the requirements for clear floor space – as indicated by the diagrams in the figure above – and that ICRC’s measurements from the midline of the toilet to the grab bar sidewall were between 16-18 inches, these toilets are usable by persons who utilize a wheelchair for mobility, as per ANSI 2003.

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. However, in their written responses to the Report of Preliminary Findings, Respondents stated the ANSI 2003 is the accessibility code that was used in the design of the subject property. Further verification of IBC 2009 revealed ANSI 2003 is incorporated as the code for meeting the technical requirements of accessibility. ANSI 2003 is one of the safe harbors accepted by HUD when “used in conjunction with the Act, HUD’s Regulations, and the Guidelines[.]”

Following is the assessment of the reported deficiencies, based on the scoping requirements of FHADM and the technical requirements of ANSI 2003:

- 1) ICRC concurs with Respondents’ proposal to install “Van-Accessible” signage to the existing parking space designated as reserved for persons with disabilities adjacent to the west end of the parking lot at the subject property.

- 2) ICRC concurs with Respondents’ proposal to install handrails on both sides of each of the two sidewalk paths connecting the main sidewalk to the secondary entrances, at each of ground-floor Units 106/107 and Units 104/105, in accordance with ANSI 2003.

- 3) ICRC concedes detectable warnings are not specifically listed as a requirement for curb cutouts adjacent to the parking spaces for persons with disabilities, as per ANSI 2003 and FHADM. The FHADM refers to ANSI for guidance on detectable warnings, and ANSI 2003, as previously quoted, only provides technical guidance for the installation of detectable warnings, but does not clearly require them unless

they lead to a pedestrian crosswalk across a vehicular pathway, which is absent at the curb cutouts in Madison. The parking lot at the subject property is relatively small and has a single entrance.

4) ICRC concurs with Respondents' proposal to install a handrail with a height no greater than 27 inches on the three open sides underneath the east exterior stairs to provide detectable warning where the headroom height is less than 80 inches above the floor to prevent persons with visual impairments from sustaining physical injury by inadvertently walking into this obstruction.

5) ICRC concurs with Respondents' proposal to reduce the force required to open the three exterior doors at the subject property building by adjusting the hardware such that they do not require more than 8.5 pounds of force to open.

6) ICRC concurs with Respondents' proposal to reduce the force required to open the front fire-rated door to Unit 304 by adjusting the hardware such that it does not require more than 15 pounds of force to open.

7) ICRC concurs with Respondents' proposal to modify the sliding door in the bathroom to Unit 101 to increase the clear opening width to at least 32 inches.

8) ICRC concurs with Respondents' proposal to modify the interior threshold for the east-facing secondary door at Unit 101 to reduce it to a maximum of $\frac{3}{4}$ -inch.

9) ICRC concurs with Respondents' proposal to increase to a minimum of 32 inches the clear width of the path located between the vertically-stacked laundry machines and the adjacent wing wall by shortening this wall in Type 1A units [Units 103 and 109] and in Type 1 units [Units 104, 105, 106, 107, and 108], as per Section 403.5 of ANSI 2003.

10) ICRC concurs with Respondents' proposal to relocate the electrical outlet in the living room for Unit 201 so that the centerline of either outlet of each of the receptacles is at a minimum of 15 inches above the floor.

ICRC concedes the height of the electrical outlets in Unit 301 is at least 15 inches above the floor. Upon further verification of the gathered observations and measurements taken, it is determined that this specific measurement was reported in error.

ICRC concurs with Respondents' proposal to verify, and if necessary, increase the height of the centerline for of all electrical outlets in Unit 301 to no less than 15 inches above the floor.

11) ICRC concurs with Respondents' proposal to relocate the kitchen sink in Unit 301 such that the horizontal distance from the midline of the sink to the left edge of the L-shaped cabinets is a minimum of 24 inches, and to maintain the distance from the midline of the sink to the nearest obstruction at no less than 24 inches.

12) ICRC concurs with Respondents' proposal to (i) install an oversized sink, which will be offset to the right side of the lavatory; and (ii) relocate the faucet such that it is a minimum of 24 inches from the wall adjacent to the left, to provide a 30-inch by 48-inch clear floor space centered on the midline of the sink to allow for a parallel approach by persons in a wheelchair, for all units of Types 1A, 2B, 3, 3A, and 3C.

13) ICRC concedes the bathrooms for Units 103 and 304 meet the requirement for the minimum distance from midline of the toilet to the grab bar sidewall, as per Section 1003.11.7 of ANSI 2003.

Based on ICRC investigators' observations and the blueprint sketches submitted by Respondents, the clear floor space adjacent to each of the toilets was found to be at least 60 inches by 56 inches, which meets the requirement of Section 1003.11.7 of ANSI 2003 for bathrooms in ANSI Type A bathrooms.

Therefore, ICRC's measurements from the midline of the toilet to the grab bar sidewall of 17.5 inches for Unit 103 and 17 inches for Unit 304 meet the 16-inch to 18-inch requirement from ANSI 2003 for the ANSI Type A bathrooms.

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 any person for filing a charge under the 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 under the ICRA.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of the ICRA.
3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the sale or rental of a dwelling, or otherwise make unavailable or deny a dwelling, to a buyer or renter on the basis of disability. 42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge the FHA and ICRA make 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 on the basis of disability. 42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1)
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 person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).
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 (hereinafter referred to as the 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 the 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.

Release

11. 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.

Disclosure

12. 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.

Required Modifications or Retrofits

13. Respondents agree to make the following modifications or retrofits to the subject property:

Accessible and Usable Public and Common Use Areas – “Van Accessible” Signage

(a) The parties agree none of the parking spaces reserved for persons with disabilities have signage indicating the parking spaces are “Van Accessible,” as required in Section 4.6.4 of the ADAAG.

(b) Respondents agree to install additional signage to the existing signage at the parking space reserved for persons with disabilities adjacent to the west end of the parking lot at subject property, which indicates the space is designated as “Van Accessible,” as required in the ADAAG. The current signage for all parking spaces reserved for persons with disabilities will be kept, which includes the International Symbol of Accessibility as described in the ADAAG.

Accessible and Usable Public and Common Use Areas – Sidewalk Sections Adjacent to the exterior entrances for Units 106/107 and Units 104/105

(a) The parties agree the running slopes of the sidewalk sections connecting the main sidewalk to the west-facing secondary entrances at each of ground-floor Units 106/107 and Units 104/105, exceed the maximum running slope requirement of 5 % allowed without handrails, but are less than the maximum running slope requirement of 8.33% allowed with handrails, as established in ANSI A117.1 2003.

(b) Respondents agree they will install handrails meeting the technical requirements of Section 505 of ANSI A117.1 2003 along both sides of the sidewalk sections described above.

Accessible and Usable Public and Common Use Areas – Open Sidewalk Area Underneath Exterior Stairs

(a) The parties agree the sidewalk area underneath the east-facing exterior stairs do not have the handrails required in ANSI A117.1 2003 to prevent persons with a visual impairment from inadvertently wandering onto this overhead hazard, and possibly sustaining physical injury.

(b) Respondents agree they will install handrails on the three open sides of the sidewalk area directly underneath the exterior stairs to meet the requirements of the FHA, ICRA, and Section 307.4 of ANSI A117.1 2003, to prevent persons with a visual impairment from inadvertently wandering onto this overhead hazard. See Figure 1N in Appendix A for a photograph of the area described above.

Accessible and Usable Public and Common Use Areas – Door-Opening Force

(a) The parties agree the door-opening force for the three exterior building entrance doors at the subject property building exceeded the 8.5-pound maximum force for exterior doors allowed Section 4.13.11 from ANSI A117.1 1986.

(b) Respondents agree to adjust the self-closing hardware for the three exterior doors at the subject property building such that these doors require no more than 8.5 pounds to open, to meet the usability requirements of the FHA, ICRA, and Section 4.13.11 of ANSI A117.1 1986.

Usable Doors – Door-Opening Force

(a) The parties agree the door-opening force for the door to Unit 304 exceeded the 15-pound maximum force allowed by Community Development Director for the City of Des Moines, who is the “appropriate authority” on fire doors and exterior doors, per ANSI A117.1 2003.

(b) Respondents agree to reduce the opening force at the door to Unit 304 to no more than 15 pounds to bring them into compliance with the above-stated requirements.

(c) Respondents agree to inspect the opening force at the primary-entrance door for each of the other nine Type 3 units not inspected by ICRC investigators. For any primary-entrance door requiring more than 15 pounds of opening force, Respondents agree to reduce the opening force to bring each of those doors into compliance with the requirements referenced above.

Usable Doors – Clear Opening Width for Secondary Door

(a) The parties agree the clear opening width for the sliding door to the bathroom in Unit 101 measures less than the minimum 32 inches required by Section 404.3.1 of ANSI A117.1 2003.

(b) Respondents agree they will adjust the sliding door to the bathroom in Unit 101, such as to increase the clear opening width to no less than 32 inches to meet the usability requirements of the FHA, ICRA, and Section 404.3.1 of ANSI A117.1 2003.

Usable Doors – Threshold for Secondary Door

(a) The parties agree the interior threshold height onto the carpeted floor at the east-facing secondary entrance for Unit 101 exceeds $\frac{3}{4}$ inch, which is the maximum height allowed for interior thresholds by Section 402.4 of ANSI A117.1 2003.

(b) Respondents agree they will reduce the interior threshold height onto the carpeted floor at the east-facing secondary entrance for Unit 101 described above to no more than $\frac{3}{4}$ inch, as required by ANSI A117.1 2003, and to meet the usability requirements of the FHA and ICRA.

Accessible Route Into and Through the Covered Dwelling Unit – Clear Width of Path

(a) The parties agree the clear width of the path from the bathroom to the clear floor space in front of the laundry machines in Units 103 and 106 measures less than the 32 inches required by Section 404.3.1 of ANSI A117.1 2003.

(b) Respondents agree they will increase the clear width of the path described above to the minimum of 32 inches required by Section 404.3.1 of ANSI A117.1 2003, and to meet the accessibility requirements of the FHA and ICRA. Respondents agree to complete this modification in Units 103, 106, and all other Type 1 and Type 1A units by shortening the adjacent wing wall.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in

Accessible Locations – Electrical Outlets

(a) The parties agree the height for the bottom electrical outlet in the receptacle located in the living room for Unit 201, is less than the minimum height of 15 inches, as required by Section 1002.9 of ANSI A117.1 2003.

(b) Respondents agree they will relocate the outlet in the living room for Unit 201, such that it will be at a height of no less than 15 inches, as required by Section 1002.9 of ANSI A117.1 2003, and to meet the accessibility requirements of the FHA and ICRA.

Usable Kitchens – Clear Floor Space Centered in Front of Sink

(a) The parties agree the clear floor space centered in front of the kitchen sink for Unit 301 is less than the 30 by 48-inch minimum dimensions, for a parallel approach as required in Section 1004.12.2.1 of ANSI A117.1 2003.

(b) Respondents agree they will relocate the kitchen sink further away from the left edge of the L-shaped cabinets in Unit 301, such that the midline of the sink will be at the center of the 48-inch side of the required clear floor space – or 24 inches from the left edge of the L-shaped cabinets – to allow for a parallel approach by someone in a wheelchair, as required by Section 1004.12.2.1 of ANSI A117.1 2003, and to meet the usability requirements of the FHA and ICRA.

Usable bathrooms – Bathroom Sinks

(a) The parties agree the distance from the midline of the sink to the adjacent wall in the bathroom for Units 103, 106, 301, 302, 303, 304, and 309 was measured at under the 24-inch minimum for bathroom sinks without removable cabinets, as required by Section 1004.11.3.2.1.1 of ANSI A117.1 2003.

(b) Respondents agree they will remove the bathroom lavatory and replace it with an oversized sink-base to side opposite wall for all units of Types 1A, 2B, 3, 3A, and 3C, and faucet shall be relocated such that it is a minimum of 24 inches from the wall adjacent to sink base to provide enough clear floor space required to allow for a parallel approach by a person who requires the use of a wheelchair, with the midline of the faucet centered on the 48-inch side of the 30 by 48-inch clear floor space, as required by Section 1004.11.3.2.1.1 of ANSI A117.1 2003, to meet the usability requirements of the FHA and ICRA, and as shown in the figures at the top of the next page – one from FHADM and one submitted by Respondents:

[FHADM]

[Respondents]

Required Timelines for Completion of Modifications or Retrofits

14. Respondents agree they will allow tenants 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 moves.

15. Respondents agree that the above-required modifications or retrofits to the public and common use areas of the subject property – “Van-Accessible signage, sidewalk sections adjacent to Units 106/107 and Units 104/105, open sidewalk area underneath the exterior stairs, and building entrance doors – within 90 days from the date of the Closing Letter from ICRC.

16. Respondents agree to make the above-required modifications or retrofits to each of the units at Madison within 90 days from the date of the Closing Letter from ICRC.

Mandatory Reporting Requirements

17. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the subject units and the public and common use areas. 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 27 units, listed in attached Appendix B.

18. Respondents agree, as the required modifications or retrofits are made to a particular unit or common area, ICRC may then inspect such unit or 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, 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.

[Please go to next page for the signature page]

_____ [EXECUTED BY SIGNATURE] _____

Madison Flats, LLC. Date

RESPONDENT

_____ [EXECUTED BY SIGNATURE] _____

Neighborhood Development Corporation, Inc. Date

RESPONDENT

_____ [EXECUTED BY SIGNATURE] _____

Beal Derkenne Construction, LLC. Date

RESPONDENT

_____ [EXECUTED BY SIGNATURE] _____

Architects Schipper Kastner, PC.

Date

RESPONDENT

Angela Williams

Date

COMPLAINANT

Don Grove, Acting Executive Director

Date

IOWA CIVIL RIGHTS COMMISSION