

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-19-73107
HUD# 07-19-1017-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TAILWIND GROUP, INC.

530 South Front Street, Suite 100
Mankato, Minnesota 56001-3850

TAILWIND AMES, L.L.C.

530 South Front Street, Suite 100
Mankato, Minnesota 56001-3850

MOHS CONTRACTING, INC.

969 39th Avenue NW, Suite A
Owatonna, MN 55060-5087

ISG, INC.

115 East Hickory Street, Suite 300
Mankato, Minnesota 56001-3785

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.”¹ Complainant specifically alleged, in Unit 105, 607 South 17th Street, The Quarters at Ames (“Quarters”), three features in the common areas appeared inaccessible to a person utilizing a wheelchair for mobility, as listed below:²

- (1) The heights of the midlines of the keyholes at the top six rows of mailboxes at the mailbox kiosks were measured at 72 ¼” (top row), 68 ¾” (second row), 65 ½” (third row), 62” (fourth row), 58 ½” (fifth row), and 55” (sixth row) – all of which are higher than the 54”-maximum allowed for a parallel approach by persons using a wheelchair;
- (2) The height to the top control of the thermostat of in Unit 105 in Building 607 was measured at 49 ¾”, which exceed the 48”-maximum height allowed.
- (3) The midline of the sink in all three bathrooms of Unit 105 in Building 607 – which had non-removable cabinets – was measured to be 16 ¾” away from the adjacent wall, which is less than the 24”-minimum required if the cabinets are not removable.

Description of the Subject Property

Quarters consists of 10 three-story residential-unit buildings and one building that houses a clubhouse, which is located at 601 South 17th Street. The residential buildings and common areas will all be required to meet the same accessibility requirements of the ICRA and FHA.

The buildings at Quarters were each issued a Certificate of Occupancy signed by Sara Van Meeteren, Building Official for the City of Ames. The issue dates for each of the most recent certificates, the corresponding 300-day filing dates, and the total number of ground-floor units per building, and for the property are listed in the table below:

Street Numbers (S 17 th Street)	MOST RECENT CERTIFICATE OF OCCUPANCY DATE	300-DAY DATE	TOTAL GROUND-FLOOR UNITS PER BUILDING
535	July 13, 2018	May 14, 2019	6
600	July 13, 2018	May 14, 2019	8
601 [clubhouse]	November 15, 2018	September 11, 2019	N/A
606	July 13, 2018	May 14, 2019	5
607	July 13, 2018	May 14, 2019	6
612	July 13, 2018	May 14, 2019	6
613	July 13, 2018	May 14, 2019	6
618	July 13, 2018	May 14, 2019	5
619	July 13, 2018	May 14, 2019	5
624	July 13, 2018	May 14, 2019	9
625	July 13, 2018	May 14, 2019	9
TOTAL GROUND-FLOOR UNITS AT PROPERTY			65

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

² Tested unit – Unit 105 in Building 607 – is a model unit. Model units are considered common areas, as stated earlier in the report. Therefore, all of alleged deficiencies in the model unit are determined to be “common area” deficiencies.

There is no elevator in the residential-unit buildings. Therefore, only the 65 ground-floor units will be covered. The scope of the current agreement includes the ground-floor units and the public and common use areas, including the fitness center; conference room; clubhouse; kitchenette; game lounge area; self-service coffee station; sand-volleyball court; leasing office and the adjacent public bathrooms; waste dumpsters; model unit; and the wall-mounted mailbox units near to the clubhouse building.

The ground-floor units at Quarters consist of 1 floor-plan type. ICRC Investigators inspected Unit 106 in Building 535; Unit 105 in Building 612; and Unit 105 in Building 607 (Model Unit).

Respondents’ Defenses

When asked in the questionnaire what was true or false about the allegations, Tailwind Ames, Tailwind Group, Mohs Contracting, and ISG answered:

1. The complaints and our responses are as follows:

Complaint 1: Thermostat is at 49.75” rather than the necessary 48”.

Response: We will have our staff lower this to the necessary height.

Complaint 2: The cabinets under the bathroom sinks are not removable.

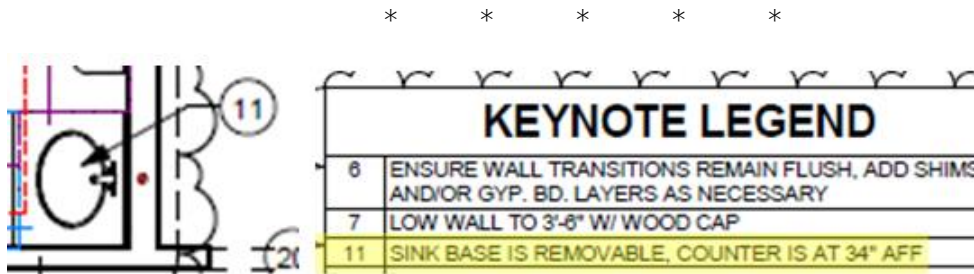
Response: It is our belief that one bathroom in the unit is removable as required by law.

Complaint 3: The mailboxes are set too high off the ground.

Response: We will have our staff lower them to the necessary height.

2. We do not dispute complaints 1 and 3 and will have staff correct the deficiencies as soon as possible.

Regarding complaint 2, it is our understanding that Iowa law requires one bathroom cabinet to be removal and we believe we have installed one removable cabinet in Bedroom 3 as shown in the attached floor plan under Key Note 11.



Report of Preliminary Findings:

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

1) There is sufficient clearance in front of all wall -mounted mailbox units to allow for a parallel approach by persons using a mobility-assistive device such as a wheelchair. The height to the midline of the keyholes at the top six rows of mailboxes were measured at 72 ½” (top row), 69” (second row), 65 ½” (third row), 62” (fourth row), 58 ½” (fifth row), and 55” (sixth row) – all of which are higher than the 54”-

maximum for a parallel approach by persons using a wheelchair allowed by ANSI 1986.³ As based on the photographs taken during the inspection, the units listed in the following table are determined to have mailboxes where the height to the midline exceeds the 54” maximum:

BUILDING NUMBERS	UNIT NUMBERS	TOTAL UNITS
535	101 to 106	6
600	103 to 108	6
606	101 to 104	4
607	104 to 106	3
612	101, 102, and 106	3
613	101 to 104	4
618	101 to 105	5
619	101 to 105	5
624	101 to 105	5
625	104 to 109	6
TOTAL UNITS – ALL BUILDINGS		47

The height of the six rows of mailboxes renders these mailboxes inaccessible to persons using wheelchairs for mobility. The construction plans submitted by Respondents did not include instructions or diagrams for the installation heights of mailboxes.

2) The height of the top control buttons of the thermostat in Unit 105 at Building 607 was measured at 50”, which exceeds the 48”-maximum height.⁴ The thermostat in this unit is too high, rendering it unusable by persons using wheelchairs. No instructions for the installation height of thermostats could be found in the construction plans submitted by Respondents.

3) The interior right door – when entering the clubhouse building from the parking lot – at the main entrance doorway required 11 ½ pounds of force to open.⁵ This is an interior-hinged door that is not required to be a fire door, and which required more than 5 pounds of force to open. This door these requires too much force to open, which makes it unusable for persons with disabilities who have diminished strength to push or pull. No instructions could be found in the construction plans submitted by Respondents for the setting of the maximum force level required to open interior doors.

4) The bathroom sinks in all three bathrooms in the Test Unit – Unit 105 in Building 607 – were found to have removable cabinets, and the midline of each of the sinks was found to be no less than 15” away from the adjoining wall.

In Unit 106 at Building 535, the midline of the sink was measured to be 16” from the adjoining wall, which is less than both the 24”-minimum requirement if the base cabinets are not removable.⁶ Respondents stated during the inspection that the bathrooms for Rooms A and B in Unit 106 do not have removable cabinets. Otherwise, Respondents stated that the bathroom in Room C has removable cabinets under the

³ See Appendix A, Photo 1A.

⁴ See Appendix A, Photo 2A.

⁵ See Appendix A, Photos 3A and 3B.

⁶ See Appendix A, Photos 7A and 7B.

sink. In order for a cabinet to be designated as removable, the Guidelines require (i) that the cabinet be easily and quickly removed; and (ii) the floor under the sink and the wall surrounding the space under the sink to be finished.⁷

ICRC Investigators observed (i) the presence of side brackets underneath the sink in the bathroom of Room C, to support the sink in the event the base cabinets are removed; (ii) all surfaces underneath the sink appeared to be finished; and (iii) the pipes underneath were covered for protection, as it is suggested in the Manual whenever the cabinets are removable.⁸ Also, ICRC Investigators verified the dimensions of the knee space area under the sink are compliant with the dimensional requirements from the Manual.⁹

The bathroom sinks in Rooms A and B located within Unit 106 at Building 535 are too close to the adjoining wall because the midline of each sink is less than the 24”-minimum clearance away from the wall that is required if the base cabinets are not removable – which renders them unusable by persons using wheelchairs. Following the ICRC Investigators’ inspection, no evidence was found to support the allegation of this deficiency in the Test Unit due to all three base cabinets being removable. However, the Investigators found the same type of deficiency in Rooms A and B within Unit 106 at Building 535.

Respondents’ Response to Report of Preliminary Findings:

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

- 1) Respondents will reinstall the existing mailboxes at a lower height, such that all of the mailboxes assigned to tenants occupying ground-floor units will be at heights not exceeding the 54”-maximum allowed by ANSI.
- 2) Respondents will remount the thermostat in Unit 105 at Building 607 at a height not exceeding the 48”-maximum height required by the Manual and as measured to the top control buttons.
- 3) Respondents will adjust the self-closers of the interior clubhouse door – located on the right as one is entering the clubhouse building from the parking lot through the main entrance doorway – to comply with the 5 lb.-maximum required by ANSI.
- 4) Respondents claim only one of the three bathrooms – the Specification-B bathroom in Unit 106 at Building 535 – is required to meet the maneuverability requirements from Requirement 7 because the entire apartment – including all three bedrooms – constitute a single “dwelling unit” instead of each bedroom. Respondents referenced the “dwelling unit” definition from 2003 ANSI A117.1 – which is one of the Safe Harbors accepted by HUD for complying with the accessibility requirements of the FHA – as the basis for their claim. The referenced definition reads:

dwelling unit: A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.¹⁰

⁷ See Manual at page 7.12.

⁸ *Ibid* at page 7.50.

⁹ *Ibid* at page 7.52.

¹⁰ <https://archive.org/details/gov.law.ansi.a117.1.2003/page/n23> (Last visited on Sept. 4, 2019).

Respondents submitted photos of the base cabinets of all the bathrooms in Unit 106 at Building 535, in support of their claim that the base cabinet in the bathroom in Room C – the Specification-B bathroom – is removable and are non-removable in the bathrooms in Rooms A and B.

Assessment of Deficiencies:

Respondents stated (i) all units were built in accordance with the scoping requirements of the International Building Code 2015 [IBC 2015], which incorporates the standards of the American National Standards 2009 [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements];¹¹ and (ii) – as previously quoted – Respondents indicated they were also aware of the FHA requirements of accessibility during the design and construction of Bridges. Neither the IBC 2015 nor the ANSI 2009 is one of the safe harbors accepted by HUD.¹² Therefore, the Manual and the Guidelines, which incorporate ANSI 1986 for some of the technical requirements, must be used to assess and determine compliance with the ICRA and FHA, not IBC 2015 or ANSI 2009.

The public areas must meet the requirements of the ADA in addition to those of the FHA, as people other than residents or residents' visitors will visit or frequent those areas. The common use areas – which include the fitness center, both community rooms (first and fifth floors); garbage chutes; and the wall-mounted mailbox units adjacent to the leasing office – however, are governed by the FHA since they are only for use by the residents of Bridges and/or their guests. The ADA will only be referenced in the current agreement for the public areas, which include the leasing office and adjacent public bathrooms, sidewalks, elevators, and the hallways.¹³ Finally, the requirements of the ADA will be presented as stated in the “2010 American with Disabilities Act Standards: 2004 ADAAG for Titles II and III Facilities” (ADAAG). *See* 42 U.S.C. 12204, Part 1191, Appendix A, and 42 U.S.C 12186(b); 28 CFR Part 36, Appendix B.

Following is the assessment of Respondents' proposed retrofits and determination, based on the scoping and technical requirements of the 2010 ADAAG and the Manual:

- 1) ICRC agrees with Respondents' proposal to reinstall the existing mailboxes at a lower height, such that all of the mailboxes assigned to tenants occupying ground-floor units will be at heights not exceeding the 54"-maximum allowed by ANSI. ICRC will require this retrofit to be completed within 90 days from the date of the Closing Letter from ICRC.¹⁴
- 2) ICRC agrees with Respondents' proposal to remount the thermostat in Unit 105 at Building 607 at a height not exceeding the 48"-maximum height required by the Manual and as measured to the top control buttons. ICRC will require this retrofit to be completed within 90 days from the date of the Closing Letter from ICRC.

¹¹ <https://codes.iccsafe.org/content/IBC2015/chapter-35-referenced-standards> (Last visited on March 5, 2019).

¹² <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 5, 2019).

¹³ The ADAAG defines “Public Use” as “[I]nterior or exterior rooms or spaces that are made available to the general public. Public use may be provided at a building or facility that is privately or publicly owned.” *See* “Definitions” on page 47 of ADAAG available online at <https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.pdf> (Last visited on March 5, 2019). Therefore, since the hallways and parking spaces are available for use by prospective residents, who are part of the general public, these areas are deemed to be “Public Use.”

¹⁴ 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.

3) ICRC concurs with Respondents' proposal to adjust the self-closers of the interior clubhouse door – located on the right as one is entering the clubhouse building from the parking lot through the main entrance doorway – to comply with the 5 lb.-maximum required by ANSI. ICRC will require this retrofit to be completed within 90 days from the date of the Closing Letter from ICRC.

4) After analysis and verification of the information provided by Respondents, ICRC agrees with Respondents' assessment that only one bathroom is required to comply with the maneuverability requirements from Requirement 7 instead of all of the bathrooms in the unit if the compliant bathroom is a Specification-B bathroom.

As previously reported, the bathroom in Room C has removable cabinets, and is compliant with all maneuverability requirements included in Requirement 7. Consequently, the bathrooms in Rooms A and B do not need to meet the same maneuverability requirements. Therefore, no evidence was found to support the allegation that the bathroom sinks are unusable by persons using wheelchairs because they are too close to the adjacent wall. ICRC is not taking further action in regards to this specific allegation.

Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1) Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2) Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3) Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

4) Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

5) Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does

not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

6) Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

7) Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” *24 C.F.R. Part 100.200 et seq.*; *56 Fed. Reg. 9,472*. In the “Guidelines,” HUD presented the seven specific requirements as:

Requirement 1 – Accessible building entrance on an accessible route.

Requirement 2 – Accessible and usable public and common areas.

Requirement 3 – Usable doors.

Requirement 4 – Accessible route into and through the covered dwelling unit.

Requirement 5 – Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6 – Reinforced walls for grab bars.

Requirement 7 – Usable kitchens and bathrooms.

Voluntary and Full Settlement

8) The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

9) The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

10) The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

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

Disclosure

12) Because, pursuant to Iowa Code §216.15A(2)(d), the ICRC has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

13) Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing / Accessible Design and Construction Training

14) Respondents agree that:

(a) Reggie Reed, Paul Lawton, and Steve Glynn will receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days from the date of the Closing Letter from ICRC. The training will address the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

The training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development. Additionally, this term may be fulfilled by scheduling a training session with ICRC via email at BuilItRightIowa@iowa.gov, or by attending one of the training events offered by Fair Housing Accessibility First – information about which is available online at <http://www.fairhousingfirst.org/training/calendar.html>.

(b) Send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten days of completing the training.

15) Respondents agree all persons identified in paragraph 14 of the current section will:

(a) Review and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

(b) Submit separate signed written statements via email from the persons identified in paragraph 14 of the current section indicating:

- i. They have reviewed and become familiar with the Fair Housing Act Design Manual.
- ii. They understand what the Seven Main “Design Requirements of the Guidelines” are by listing them in the written statement.
- iii. They acknowledge their responsibility to ensure all design and construction at all future covered properties will be performed by their employees and/or agents in compliance with the Seven Main “Design Requirements of the Guidelines.”

(c) Complete the requirements in “a” and “b” paragraphs of the current section within 120 days of the date of the Closing Letter from the ICRC.

Required Retrofits

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

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree that the mailbox keyholes at the mailbox compartments in the top four rows of all wall-mounted mailbox units exceed the 54”-maximum height allowed by ANSI 1986.
- (b) Respondents agree they will reinstall the existing mailboxes at a lower height, such that the height to the midline of the keyhole at the mailbox compartments assigned to the ground-floor units listed on page 4 of the current agreement does not exceed the 54”-maximum height allowed by ANSI 1986.
- (c) Respondents agree they will complete this retrofit within 90 days of the date on the Closing Letter from ICRC.

Accessible and Usable Public and Common Use Areas – Thermostat at Model Unit

- (a) The parties agree the height to the top control buttons of the thermostat in Unit 105 at Building 607 – the Model Unit – is 50”, which exceeds the 48”-maximum height allowed by the Manual.
- (b) Respondents agree they will remount the thermostat in Unit 105 at Building 607 at a height of no more than the 48”-maximum allowed by the Manual, as measured to the top operable buttons.
- (c) Respondents agree to complete the retrofit described in the current subsection within 90 days of the date on the Closing Letter from ICRC.

Usable Doors – Door Opening Force

- (a) The parties agree the interior clubhouse door – located on the right as one is entering the clubhouse building from the parking lot through the main entrance doorway – requires 11 ½ pounds of force to open, which exceeds the 5-lb. maximum force allowed by ANSI 1986 for interior doorways.
- (b) Respondents agree to adjust the self-closers at the door described in paragraph “(a)” of the current section to reduce the opening force at this door to no more than 5 lbs. to bring it into compliance with the 5-lb. door-opening force maximum allowed by ANSI 1986.
- (c) Respondents agree to complete the retrofits described in the current subsection within 30 days from the date of the Closing Letter from ICRC.

Mandatory Reports

- 20) Respondents agree to notify ICRC when they have completed the required retrofits for each of the public and common use areas. Such notification shall be made within 90 days of completion.
- 21) Respondents agree, as the required retrofits are made to the public and common use areas, ICRC may then inspect each of the completed areas, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection to Respondents. If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC.
- 22) Respondents agree to send all reports and written statements required in this agreement to ICRC (Attn: Emigdio Lopez-Sanders; Iowa Civil Rights Commission, 400 East 14th Street, Des Moines, Iowa 50319-0201, OR via email at emigdio.lopez-sanders@iowa.gov).
- 23) The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the properties as specified in this agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee’s commitment to be bound by the terms of this agreement to complete all required retrofits as specified in this agreement.

Tailwind Group, Inc.
RESPONDENT

Date

Tailwind Ames, L.L.C.
RESPONDENT

Date

Mohs Contracting, Inc.
RESPONDENT

Date

ISG, Inc.
RESPONDENT

Date

Angela Jackson, Commissioner
COMPLAINANT

Date

Elizabeth Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date