

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

**GEORGE LANE, BEVERLY JONES, ANN)
MARIE ZAPPOLA, DENNIS CANTREL,)
RALPH E. RAMSEY, Sr., and)
A. RUSSELL LARSON,)**

Plaintiffs,

v.

**STATE OF TENNESSEE and its political)
subdivisions, POLK COUNTY, BLEDSOE)
COUNTY, CANNON COUNTY, CHESTER)
COUNTY, CLAIBORNE COUNTY, CLAY)
COUNTY, COCKE COUNTY, DECATUR)
COUNTY, FAYETTE COUNTY, GRAINGER)
COUNTY, HANCOCK COUNTY, HAWKINS)
COUNTY, HICKMAN COUNTY, HOUSTON)
COUNTY, JACKSON COUNTY, JEFFERSON)
COUNTY, JOHNSON COUNTY, LAKE)
COUNTY, LEWIS COUNTY, MEIGS)
COUNTY, MOORE COUNTY, PERRY)
COUNTY, PICKETT COUNTY, TROUSDALE)
COUNTY, and VAN BUREN COUNTY,)**

Defendants.

No. 3:98 CV 0731

Judge Campbell

Magistrate Judge Griffin

JURY DEMAND

SETTLEMENT AGREEMENT – HANCOCK COUNTY

This Settlement Agreement (hereinafter “Agreement”) is entered into this 23 day of February, 2005, by and between Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola, Dennis Cantrel, Ralph E. Ramsey, Sr., and A. Russell Larson (hereinafter “Plaintiffs”) and Defendant Hancock County (hereinafter “Defendant County”).

PARTIES TO THIS AGREEMENT

1. Plaintiffs have alleged they are qualified individuals with disabilities as that term is defined by 42 U.S.C. § 12131(2).

2. Defendant County is a Public Entity as that term is defined in 42 U.S.C. §12131(1). Defendant County is subject to Title II of the ADA, 42 U.S.C. §12132, and its implementing regulations, 28 C.F.R. Part 35.

ADDITIONAL DESIGNATIONS

3. As used herein, the State of Tennessee shall refer collectively to the defendant designated as the State of Tennessee in this litigation, all Tennessee Courts exercising jurisdiction under Tennessee law in the courthouse and any other owned or operated facility of the Defendant County, and the AOC ("Administrative Office of the Courts").

DEFINITIONS

4. Unless otherwise specified in these Definitions, the definitions of terms used in this Agreement shall be the same definitions as are contained in 42 U.S.C. §12131 et seq. and 28 C.F.R. Part 35 and 36 and any accompanying explanations as may be contained in the statutes, appendices or regulations associated with those statutes and regulations.

a. "ALTERATION" refers to any modification, improvement, remodeling, renovation or repair to ANY buildings or structures at the SUBJECT FACILITIES.

b. "DEFENDANT COUNTY" as used herein refers to Defendant County and includes any official agency of Defendant County.

c. "EFFECTIVE DATE" means the last date upon which this Agreement was executed by a party.

d. "SUBJECT FACILITIES" refers to any courthouse and/or other buildings owned and/or operated by Defendant County in which judicial programs and services and/or county commission meetings are held.

FACTUAL BACKGROUND

5. Pursuant to the Constitution of the State of Tennessee and state statutes, the State of Tennessee conducts its judicial program in the county courthouses and other facilities of the State. Defendant County is responsible for providing the facilities in which the State's judicial program is conducted in the Defendant County.

PLAINTIFFS' RELEASE OF DEFENDANT COUNTY

6. This Agreement constitutes a settlement of all of the Plaintiffs' claims against the Defendant County, arising out of the alleged inaccessibility of the Hancock County Courthouse or the Hancock County Judicial Center, including, but not limited to, all claims for back pay, lost wages, compensatory damages, injuries to person and property, reimbursement of out of pocket expenses, physical or emotional injury and stress, any punitive type damages, attorneys fees, costs, experts' witness fees and any and all other damages.

7. Plaintiffs agree to, and hereby do, completely release and discharge Defendant County, including but not limited to, its officials, employees, agents, whether current or former, in all of their official and individual capacities, including, but not limited to, their successors, assigns, servants, agents, attorneys, subsidiaries, affiliates, officers, directors, and representatives, of and from any and all claims, demands, actions, and causes of action of any and every kind and character, known or unknown, that Plaintiffs may have had or may now have against them regarding the alleged inaccessibility of the Hancock County Courthouse whether asserted in this case or otherwise, including, but not limited to, any and all matters asserted in the case, or which may have been asserted.

8. Plaintiffs agree to execute the attached Agreed Order of Dismissal with Prejudice. This Agreement shall be made an Exhibit to the Order of Dismissal.

9. Plaintiffs further agree and acknowledge that the payment described in Paragraph 10 and the Alterations delineated in Appendix A, attached hereto, constitute the entire consideration, both monetary and otherwise, for the complete release provided for herein. The terms set forth herein are intended to be the full and complete settlement of this case. No additional compensation is to be paid and no additional Alterations are to be made by the Defendant County. The parties agree that this Agreement is based upon mutually adequate consideration, and that this Agreement shall not be subject to attack by any party on the grounds of lack of consideration or inadequate consideration.

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

10. Defendant County will pay Plaintiffs in total the amount of Two Thousand Six Hundred Eighty Dollars (\$2,680.00) which reflects Defendant County's pro rata share of the amount of Plaintiffs' attorneys' fees, expenses and costs accrued through December 17, 2004 and not paid by the State. Defendant County will have no further liability for any additional monetary damages or attorneys' fees, expenses and costs. This agreement in no way affects the obligation of the Defendant County to pay for the services of Falconnier Design Company for the review of the plans for the renovations for Hancock County as agreed to in the parties Memorandum of Understanding.

11. Defendant County will make the Alterations as enumerated in Appendix A, attached hereto. Defendant County will cooperate with the State of Tennessee to implement the State of Tennessee's policies and procedures to ensure that the State's judicial program is in compliance with Title II of the ADA and its implementing regulations.

12. Defendant County has represented that it is not possible to make all the Alterations delineated in Appendix A immediately. Defendant County agrees to make good faith progress toward the completion of the Alterations delineated in Appendix A. All of the Alterations delineated in Appendix A shall be completed within five (5) years of the Effective Date.

13. Notwithstanding any unforeseen future contingencies that might impact the Alterations set forth in Appendix A, Defendant County agrees to refrain from taking any action that will diminish the level of physical accessibility of the judicial program conducted in Defendant County's subject facilities as achieved through the Alterations enumerated in Appendix A. This paragraph shall not be read to prohibit the curtailment of a judicial program, service, or activity at any of Defendant County's subject facilities for reasons unrelated to compliance with the ADA unless such action eliminates the only such accessible program, service, or activity in Defendant County's subject facilities.

14. Defendant County agrees that all disability access features that are provided for in this Agreement shall be inspected and maintained by the Defendant County hereafter to ensure the accessibility of the judicial program in the subject facilities at all times, except for isolated or temporary interruptions due to necessary maintenance or repairs.

ENFORCEMENT AND MONITORING

15. The United States District Court for the Middle District of Tennessee shall have exclusive jurisdiction and venue to construe and enforce this Agreement, and to resolve any and all disputes arising out of or relating to this Agreement, which shall be governed by and construed in accordance with the laws of the United States and the State of Tennessee. This Agreement shall be made an exhibit to the Dismissal Order.

16. If any party to this Agreement believes that another party is violating its obligations under this Agreement, or believes a dispute has arisen under the Agreement (the "Complaining Party"), then the Complaining Party shall give written detailed notice (the "Notice") to the other party (the "Responding Party"). The Responding Party shall be given thirty (30) days to provide a written response to the Notice. The Complaining and Responding Parties shall attempt within the next thirty (30) days to resolve their differences regarding the issue(s) addressed in the Notice including any issues of attorneys fees, expenses, and costs. No action may be instituted in the United States District Court for the Middle District of Tennessee relating to this Agreement prior to the expiration of the time periods addressed in this Paragraph.

17. Reasonable attorneys' fees, costs and expenses may be sought in any judicial proceeding relating to paragraph 16 of this Agreement by the prevailing party to the extent allowed by law.

18. Defendant County shall provide to Plaintiffs' attorney, William J. Brown, at P.O. Box 1001, Cleveland, TN 37364-1001 a bi-monthly report (no less frequently than every sixty (60) days following the Effective Date) that sets forth its progress in making the Alterations set forth in Appendix A until such time as compliance with the obligations specified therein is achieved. Defendant County agrees to make good faith efforts to complete the Alterations delineated in Appendix A during each sixty (60) day time period. When the Defendant County has completed the alterations in Appendix A, said Defendant County shall submit a certified report, signed by an appropriate representative of the County stating that the Alterations set forth in Appendix A have been completed.

19. If at any time Defendant County wishes to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, Defendant County's designated representative will promptly notify Plaintiffs in writing (at the address for Plaintiffs set forth in Paragraph 18), setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification, and provide evidence to support their position that such modification is necessary. Until there is written assent or agreement by Plaintiffs to the proposed modification, the proposed modification will not take effect. If the requested modification is not approved within thirty (30) days of the date of written notification of such need, then Defendant County may proceed as a Complaining Party under the provisions of Paragraph 16 of the Agreement.

MISCELLANEOUS PROVISIONS

20. By entering into this Agreement, no party shall be deemed to have waived any claim or defense not otherwise specifically released in writing, until such time as the Court no longer has jurisdiction over the matters raised in this action.

21. By entering into this Agreement, Defendant County does not waive its defense based on Plaintiffs' alleged lack of standing to seek injunctive relief against Defendant County since none of these Plaintiffs has ever attempted to access judicial proceedings that are offered in Hancock County.

22. This Agreement will be null and void if any court of competent jurisdiction reverses Judge Campbell's Order (Docket Entry No. 319) entered on December 7, 2004, relating to a Plaintiff's standing to seek injunctive relief against Defendant County since none of these Plaintiffs has ever attempted to access judicial proceedings that are offered in Hancock County.

23. The representatives signing this Agreement on behalf of Defendant County represent that they are authorized to bind Defendant County to the provisions agreed upon herein. Each signatory to this Agreement affirms that he or she has consulted with and been advised by counsel in connection with the execution of this Agreement and that he or she agrees that its terms are fair and reasonable.

24. This Agreement sets forth the entire agreement between Plaintiffs and Defendant County with respect to the subject matters herein, and supersedes all prior oral and written agreements and discussions. No other statement, promise, or agreement concerning the subject matters herein, either written or oral, made by any party or the agents of any party that is not contained in this written Agreement shall be effective. Plaintiffs and Defendant County represent that in entering into this Agreement, none of them has relied upon any statement of any other party to this Agreement except those statements set forth herein.

25. All notices and other correspondence sent by Plaintiffs to the Defendant County shall be sent to the County Mayor and the County Attorney. All notices and other correspondence sent by Defendants shall be sent to the office of Plaintiffs' attorney, William J. Brown.

26. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

27. This Agreement shall become effective once signed by all parties and the effective date will be the date of the last signature affixed hereto.

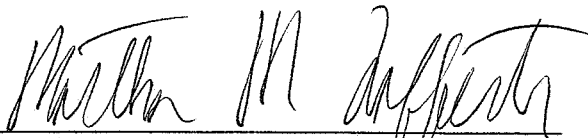
28. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant County, with the exception of the amount of Two Thousand Six Hundred Eighty Dollars (\$2,680.00) which reflects Defendant County's pro rata share of the amount of Plaintiffs' expenses and costs accrued through December 17, 2004 and not paid by the State, and the State approving the payments to be made by the State as set out therein. In the event that the Compromise and Settlement Agreement is rejected by the State of Tennessee then the Dismissal shall be set aside and the case shall be placed back on the active docket for disposition.

IN WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

For Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola, Ralph E. Ramsey, Sr., Dennis Cantrel, and A. Russell Larson:



William J. Brown, Esq.
William J. Brown & Associates
23 North Ocoee Street
P.O. Box 1001
Cleveland, TN 37364-1001



Martha M. Lafferty (BPR# 19817)
Gary D. Housepian (BPR # 6969)
Tennessee Protection & Advocacy, Inc.
2416 21st Ave South, Suite 100
Nashville, TN 37212
(615) 298-1080



Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN
300 Lakeside Drive, Suite 1000
Oakland, CA 94612-3534
(510) 763-9800

Attorneys for Plaintiffs

Date: 2/16/05

For Defendant County:

Hancock County, Tennessee

By: G. Greg Marion

Name: G. GREG MARION

Title: HANCOCK COUNTY MAYOR

Date: 02/11/2005

HANCOCK COUNTY

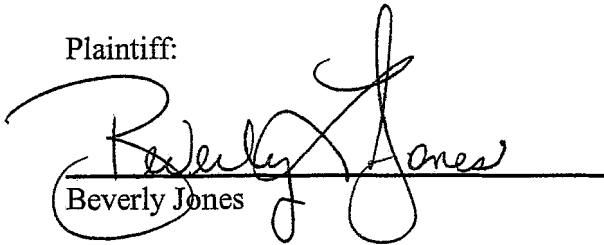
Plaintiff:


George Lane

2-14-05
Date

HANCOCK COUNTY

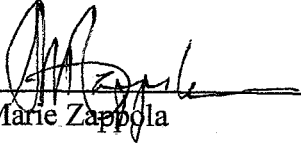
Plaintiff:

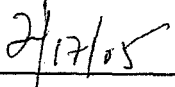

Beverly Jones

Date 2-11-05

HANCOCK COUNTY

Plaintiff:


Ann Marie Zappola


Date

HANCOCK COUNTY

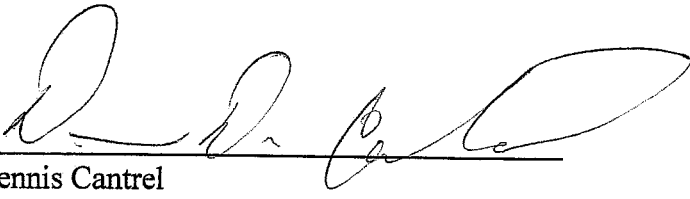
Plaintiff:

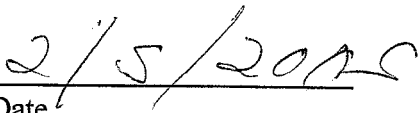

Rusty Larson

2-15-05
Date

HANCOCK COUNTY

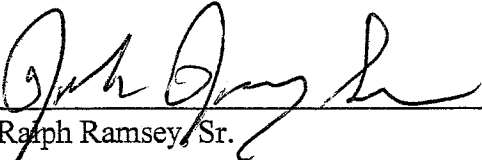
Plaintiff:


Dennis Cantrel


Date

HANCOCK COUNTY

Plaintiff:


Ralph Ramsey, Sr.

2-23-05
Date

Appendix A

MEMORANDUM OF UNDERSTANDING BETWEEN PLAINTIFFS IN THE CASE OF GEORGE LANE, et. al. v. STATE OF TENNESSEE, et. al. UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE DOCKET # 3:98-0731 AND HANCOCK COUNTY

This Memorandum of Understanding entered into between Plaintiffs in the action described in the caption of this agreement and Hancock County, Tennessee is done for the purpose of facilitating the compliance of the courthouse for Hancock County, Tennessee located in Sneedville, Tennessee with the provisions of the American's with Disability Act and to enhance the potential for settlement of this case with reference to these parties. In furtherance of that intent, the parties enter into the following stipulations:

1. This is an interim agreement between the parties. It is part of the mediation process previously required by order of the District Court. As such, all information, positions, and exchanges made pursuant to this process shall be subject to the rules of mediation including those stipulations that all statements, positions, and conclusions are for settlement purposes only and shall not be used by either party as a part of the litigation of this case except for the limited purpose of advising the court of the status of their discussions and to provided further information to a mediator should one be appointed in this case. It is understood that the entry of this agreement is not to be construed as a final resolution or limitation of any remedies that may be sought by the plaintiffs as a part of the District Court proceeding.

2. The report made by the plaintiff's expert, Damon Falconnier, on March 15, 2004 during the discovery process shall be considered the plaintiff's requirement for the standard of compliance with the American's with Disability Act (42 U.S.C. 12101 et. seq) (ADA). The report is the official and exclusive position of the plaintiff's, all other discussions or exchanges during the process undertaken pursuant to this understanding notwithstanding. Until such time as the parties announce an agreement to the contrary, it shall remain the plaintiffs position. All proposals and alternatives to this position suggested or proposed by plaintiffs expert during the process undertaken under this understanding shall have no force or effect until such time as they are approved by counsel for the plaintiffs.

3. At all times and for all purposes, Damon Falconnier and any of his employees, agents or assigns are the exclusive agents of the plaintiffs and owe no fiduciary or other duty to Hancock County. At no time shall Falconnier, his employees, agents, or assigns be considered an agent, employee, or assign of the defendant or any of its employees, agents or assigns. Any suggestions, comments, revisions, or improvements made by him are to be considered advisory only. Any decisions to undertake those advisory comments or recommendations shall be the exclusive responsibility of Hancock County, its agents, employees or assigns. Any liabilities associated with those decisions shall be the exclusive responsibility of Hancock County, except as it may be liabilities owed to the plaintiffs in the case noted above.

3. Subject to the provisions contained herein, plaintiff's expert Damon Falconnier, shall participate in and assist the architect employed by Hancock County, Tennessee with the design, modification, and construction of the Hancock County Courthouse and its compliance with the provisions of the ADA and its regulations. His role shall be advisory only and he has no authority to require or enforce any stipulations that may be made.

4. Hancock County shall be responsible to the plaintiff's counsel for the services and expenses of Falconnier pursuant to the attached schedule. In addition, Hancock County shall be responsible for the expenses of plaintiffs counsel for the preparation of the report dated March 15, 2004 in the amount of \$ 2,680 , which sum shall be paid within thirty (30) days of the signing of this agreement. Credit shall be given for all sums paid under this agreement that may be taxed as a part of the final resolution of the case now pending in the District Court.

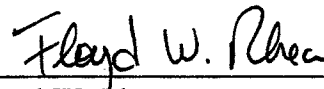
5. Either party may withdraw from this agreement on ten (10) days notice to the other parties legal counsel. Any and all expenses incurred prior to that announcement of withdrawal shall still be the responsibility of the party incurring same.

6. All parties shall approach this process in good faith and with the specific intent and purpose of facilitating the compliance of the Hancock County Courthouse with the ADA and its regulations.

ENTERED into this the 17th day of May, 2004.



William J. Brown,
Attorney for the Plaintiffs
23 N. Ocoee, P.O. Box 1001
Cleveland, TN 37364-1001
(423) 476-4515



Floyd W. Rhea,
Attorney for Hancock County
200 Court St., P.O. Box 84
Sneedville, TN 37869-084
(423) 733-2274



FALCONNIER DESIGN CO.

August 27, 2003

Mr. William J. Brown
Attorney at Law
23 N. Ocoee Street
Cleveland, TN 37312

RE: REQUESTED ARCHITECTURAL SERVICES

Dear Mr. Brown,

We have listed below the scope of services that we understand is being requested and our hourly fee for your approval.

- Scope:**
1. Provide architectural consulting services as requested.
 2. Attend meetings as requested.

Fee: We propose to prepare the above requested scope of services on an hourly basis as outlined below:

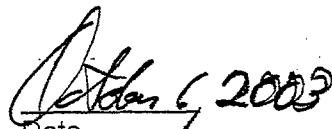
Principal	\$85.00 per hour
Architect	\$75.00 per hour
Senior Draftsman	\$65.00 per hour
Draftsman	\$55.00 per hour
Assistant	\$40.00 per hour

- Invoicing:**
1. Reimbursable expenses such as mileage, printing, mailings, long distance telephone charges, photography, etc. will be billed at ~~the~~ ^{DAF} the direct cost and will be identified separately on each month's billing.
 2. Payments are due and payable upon receipt of invoice. ^{DAF} Should any amounts remain unpaid after ~~30~~ ³⁰ days, said amounts shall bear interest at a rate of 1-1/2% per month.
 3. The Architect reserves the right to suspend work in the event that invoices remain unpaid for more than thirty ~~(30)~~ ^{DAF} days.
 4. The fees charged herein are not contingent on a favorable outcome or judgment and are payable when work has been completed.

Proposal Submitted By,


DAMON FALCONNIER, NCARB


Approved by


Date

2 Chambliss Avenue
Cleveland, TN 37919
Phone 865.584.7868
Fax 865.584.3139
Email faldesco@bellsouth.net

ADA COMPLIANCE REPORT

JUDICIAL SERVICES

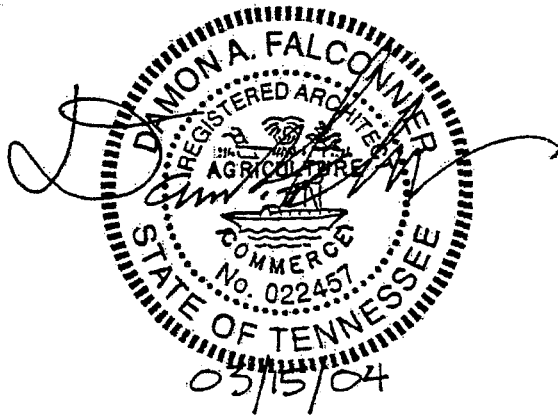
FOR

HANCOCK COUNTY COURTHOUSE

Prepared by Falconnier Design Co.

4622 Chambliss Ave.
Knoxville, TN 37919
Phone (865) 584-7868

March 15, 2004



The information contained in this report is based on the Architect's expert opinion of the requirements of the Americans with Disabilities Act and where specified, the requirements of the law of the State of Tennessee with reference to disability access. This report should not be considered a comprehensive review of accessibility issues associated with the particular building identified. The scope of this report is limited to architectural issues associated with an individual, with a physical disability, having access to the court proceedings conducted in the facility, and their life comfort needs by being present in the building. The information contained in this document may only be used by parties associated with litigation in the case of Lane et.al. v. the State of Tennessee et.al. pending in the Federal District Court for the Middle District of Tennessee Docket No. 3:98 CV 0731. This information is copyrighted information and may not be used for any other purpose.

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SITE PHOTOGRAPHS	Available on CD
SITE VIDEO	Available on DVD

LOCATION

Hancock County Courthouse
1237 Main Street
Sneedville, TN 37869

DATE OF SITE VISIT

February 16 & 19, 2004

ACCESSIBILITY COMPLIANCE COMMENTS

All regulations noted in brackets are ADAAG (Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities Appendix A to Part 36— Standards for Accessible Design Federal Register / Vol.56, No. 144 / Friday, July 26, 1991, Rules and Regulations) unless noted otherwise.

1. PARKING

- A. The parking is on the street around the building. There appears to be no on-site parking for the courthouse. The side street has (6) parallel parking spaces. A designated yellow painted non-compliant curb ramp has slopes up to 14.5% located adjacent to the sidewalk entrance. {4.7.2}
- B. No passenger loading zone on access aisle exists. {4.6.6}
- C. The existing parking space adjacent to the curb ramp has compliant slopes under the maximum allowable slope.
- D. There was no accessible signage, marker or stripping. {4.6.4}
- E. A van accessible space has not been provided or designated with the required signage. {4.6.4}

2. ACCESSIBLE ROUTE FROM STREET TO ENTRANCE DOOR

- A. The accessible route from the parking area onto the 5'-4" wide street sidewalk has a sloping yellow painted non-compliant gutter/curb ramp that slopes 14.5% in 24" width {4.7.2}. The curb ramp surface slopes downward to a non-compliant 2-1/2" vertical offset. The vertical drop of 1-1/4" from the pavement to the gutter is non-compliant. {4.3.8} The sidewalk along the street has an average compliant cross-slope of 0.73% at the curb ramp.
- B. The accessible route from the street sidewalk to the rear entrance of the building has a non-compliant 85'-0" long x 47" wide sloping sidewalk that rises 4'-3-3/4" {4.8.2} with non-compliant cross slopes up to 11.75% {4.8.6}. Because the maximum rise and run of the walk have been exceeded, an intermediate landing will be required. {4.8.2} The running slopes along the path are non-compliant based on the running slopes varying from 3.3% to 7.0% which exceed the required maximum slope without handrails. {4.8.5} The ramp does not have the required handrails with extensions on each end of the ramp {4.8.5(1)} {4.8.5(2)}.
- C. The above mentioned sidewalk terminates onto a 7 foot wide ramp to the rear entrance. This 7 foot wide ramp slopes up at a non-compliant 5.9% in 14'-11" length. {4.8.4}

2. ACCESSIBLE ROUTE FROM STREET TO ENTRANCE DOOR -- CONTINUED

- D. The non-compliant ramp does not have the required handrails on both sides {4.8.5}, including extensions {4.8.5(2)}, nor the required edge protection on the open sides where drop-offs range from 3" on one side to 10" on the other side {4.8.7}.
- E. The 41" deep exterior landing area at the door is non-compliant due to its slope of 5.9%. {4.8.4} {4.13.6}.

3. ENTRANCE DOOR

- A. The entrance door has a non-compliant accessible area outside the door {Page 38, Figure 25(a)} with a compliant post mounted push-pad automatic door operator. A non-compliant loose mat also encumbers the interior accessible door space {4.5.3}. The interior push-pad automatic door operator is mounted a compliant height of 38".
- B. The non-compliant threshold installation has a 2-3/8" total elevation change. On the exterior there is a 5" wide, 1-1/2" high, rounded concrete threshold section in combination with a sloping 1/2" aluminum threshold that is angled and has a total height of 7/8" high. {4.13.8}
- C. The compliant aluminum frame glass door and full glass sidelight is equipped with panic hardware and bottom edge of door glass located at the compliant height of 8" above the floor.

4. ACCESSIBLE PATH OF TRAVEL TO THE FIRST FLOOR CLERK & MASTER

- A. The accessible path is non-compliant due to the presence of a loose mat at the interior building entrance door. {4.5.3}

5. FIRST FLOOR CLERK & MASTER DOOR

- A. The entrance door is a single 36" wide compliant door.
- B. The exterior floor space of the door is compliant with a 12 1/4" side clearance.
- C. The interior floor space has a non-compliant 4" pull side clearance dimension {Page 38, Figure 25(a)}
- D. The door is equipped with a non-compliant cylindrical knob at 36" above floor {4.13.9} and a closer with a non-compliant closing force of 6 pounds {4.13.11(2) (b)} and a compliant closing period of 11 seconds.
- E. The bottom of the compliant door glass is 40" above finished floor.
- F. The room identification signage is not compliant based on {4.1.3,16,(a)}

6. ACCESSIBLE PATH OF TRAVEL TO THE FIRST FLOOR COURT CLERK OFFICE

- A. The accessible path is encumbered by a non-compliant loose mat at the interior building entrance door. {4.5.3}

7. FIRST FLOOR COURT CLERK DOOR

- A. The entrance door is a single door with a compliant 36" door leaf.
- B. The exterior floor space of the door is compliant.
- C. The interior floor space has a non-compliant dimension of 46 ½". {Page 38, Figure 25(a)}
- D. The door is equipped with a non-compliant cylindrical knob {4.13.9} with an inactive pinching and grasping latch. {4.13.9}
- E. The bottom of the compliant glass is 39 ¾" above finished floor.
- F. The room identification signage is not compliant based on {4.1.3,16,(a)}

8. ACCESSIBLE PATH OF TRAVEL TO THE FIRST FLOOR DRINKING FOUNTAIN

- A. The accessible path is encumbered by a non-compliant loose mat at the building's entrance door. {4.5.3}

9. FIRST FLOOR DRINKING FOUNTAIN

- A. The drinking fountain is a non-compliant model with the height of the spout being 42" above finished floor {4.15.2}. The control location is on the spout {4.15.4}, and the water stream is at a compliant height of 5 ½".

10. ACCESSIBLE PATH OF TRAVEL TO THE SECOND FLOOR COURTROOM DOOR

- A. The path of travel to the second floor is accomplished by a non-compliant stair and a loose laid mat {4.5.3} at the building entrance door. See Item 18 below.

11. SECOND FLOOR COURTROOM DOOR

- A. The entrance door is a double door with each compliant door leaf being 36 inches.
- B. The left door is equipped with a compliant push/pull at 38" above finished floor and a closer with a non-compliant closing force of 7 pounds {4.13.11(2) (b)} and a non-compliant closing period of 2.88 seconds. {4.13.10}
- C. The right door is equipped with a compliant push/pull at 38" above finished floor and a closer with a non-compliant closing force of 7 pounds {4.13.11(2) (b)} and a non-compliant closing period of 2.65 seconds {4.13.10}.
- D. The exterior floor space of the courtroom door is compliant. The interior floor space is non-compliant due to the 35" width at the fixed wooden pews {Page 38, Figure 25(b)}
- E. The door access is also encumbered with a non-compliant carpet edge strip with a vertical slope greater than 1 to 2. {4.5.2}
- F. The room identification signage is not compliant based on {4.1.3,16,(a)}

12. SECOND FLOOR COURTROOM

- A. The assembly room size is 42'-4" x 35'-9" or a 1,513 square feet area and will seat approximately (101) people in the wooden pew area and additional people in the moveable chairs in front of the bar rail. The ADA requires (4) compliant locations to be provided. {4.1.3(19)(a)}
- B. The non-compliant side aisle is 35" wide and narrows to 31" at a column obstruction {4.2.1} The center aisle is compliant at 44 ¾" wide and the front aisle/bar opening width is compliant at 36".

13. ACCESSIBLE PATH OF TRAVEL IN THE COURTROOM ON THE SECOND FLOOR TO THE WITNESS STAND

- A. The non-compliant passageway width begins at 35" and narrows to 31". {4.2.1}
- B. The compliant passageway thru the bar rail opening is 36" wide.
- C. The witness stand entrance access width is non-compliant at 22 ½". {4.2.1}

14. WITNESS STAND ON THE SECOND FLOOR

- A. The witness stand is non-compliant due to the presence of two 6" steps with 1" nosings {4.5.2}, to access the raised level as well as a non-compliant 23 ½" opening. {4.2.1}
- B. The witness stand is non-compliant due to the 47 5/8" x 64-1/4" area which is inadequate space to maneuver a wheelchair within. {4.2.3}

15. ACCESSIBLE PATH OF TRAVEL FROM COURTROOM ON THE SECOND FLOOR TO THE JURY BOX

- A. The non-compliant passageway width begins at 35" and narrows to 31". {4.2.1}
- B. The compliant passageway thru the bar rail opening is 36" wide.
- C. The jury box entrance width is a non-compliant 22 ½" clear. {4.2.1}

16. JURY BOX ON THE SECOND FLOOR

- A. The jury box is non-compliant due to the presence of a 6" step to get to the first level {4.3.8} and a second 6" step to get to the second level {4.5.2} of the jury box. Each level is also non-compliant due to it's 39 ½" width. {4.2.3}
- B. The jury box is non-compliant due to space being inadequate to maneuver a wheelchair within {4.2.3}. There are (17) moveable chairs.

17. SECOND FLOOR PUBLIC TOILET

- A. There was no public toilet on the second floor.
- B. The proposed future single handicap toilet may be where the existing small toilet room is in the present Probation Officer's Office on the second floor. This toilet has a wall mounted sink in the right corner, a toilet fixture on a 6" raised concrete base, and a roof access wall ladder between the door and sink.

18. STAIRS TO THE SECOND FLOOR

- A. The only stair is a non-compliant means of access and egress. Each side stair is 44" wide leading up to a common landing that is 58 1/2" deep. A wide common stair section then continues to the second floor. See below for detailed non-compliance issues.
- B. The risers are compliant at 7-1/8" high. The treads are compliant at 11-1/2" wide. The non-compliant square nosings are 1". {4.9.3}
- C. The railing along the open side is non-compliant due to the fact that it is a handrail mounted at 29" and 30" above the stair nosings. {2000 Edition of NFPA 101, 7.2.4.6(1)} The wall rail is non-compliant due to the absence of extensions at each end {4.9.4(2)}.
- D. The top guardrail is 33 1/2" high. {2000 Edition of NFPA 101, 7.2.2.4.6(2)}

19. STAIR TO THE BASEMENT LEVEL

- A. The only stair is a non-compliant means of access and egress. The top landing is 58 1/2" deep. The stair is a compliant 48 1/2" wide leading down to a common hallway that is approximately 48" wide.
- B. The risers are non-compliant at 7-7/8". {2000 Edition of NFPA 101, Page 79, Table 5-2.2.2.1(b)} The treads are non-compliant at 9"+/- {4.9.2} The compliant nosings are sloped and project approximately 1" from the face of the stair riser.
- C. The wall handrail is at a non-compliant height of 30" above the tread nosing. {4.9.4(5)} The absence of any level handrail extensions makes the handrail non-compliant. {4.9.4(2)} The rail is non-compliant also due to a 1-5/8" width {4.26.2} and a 2-3/8" clearance from the face of the supporting wall to the face of the rail. {4.9.4(3)}
- D. The guardrail on the main floor around the stairs to the basement is non-compliant due to the top being at 34" above the finish floor. {2000 Edition of NFPA 101, 7.2.2.4.6(2)}

20. ACCESSIBLE PATH OF TRAVEL TO THE MEN'S TOILET ON THE BASEMENT LEVEL

- A. The path of travel to the second floor is accomplished by a non-compliant steep stair and a loose laid mat at the building entrance door. {4.5.3} See item 19 above.

21. MEN'S TOILET BASEMENT LEVEL

- A. The entrance door is a single door with a compliant 36 inches wide door leaf.
- B. There is a broken floor drain grate that is a tripping hazard. {4.5.1}
- C. The toilet has a compliant 60" clear floor space.
- D. The signage on the door is non-compliant. {4.30.2}, {4.30.3}, {4.30.4}, {4.30.5}, {4.30.6}, {4.30.7}
- E. The door hardware is compliant and is equipped with push/pull hardware, no latch, and a non-functioning closer.
- F. The sink is non-compliant due to the location of the drain piping {4.19.2} and the absence of insulation on the drain pipe. {4.19.4}
- G. The sink is non-compliant due to its top surface (rim) being located at a height of 35 1/4" above finished floor {4.19.2} and due to its double knob handle faucet {4.19.5}. The sink is has a compliant location of 21" from the side wall. There are no mirrors.

21. MEN'S TOILET BASEMENT LEVEL --CONTINUED

- H. The paper towel dispenser is located at a non-compliant height of 60". {Page 19, Figure 6(b)}
- I. The soap dispenser is located at the non-compliant height of 58". {Page 19, Figure 6(b)}
- J. The toilet paper dispenser is located at the compliant height of 33".
- K. The urinal is non-compliant due to the lip being located at a height of 24 1/2" above finished floor {4.18.2} and the use of a flush valve requiring pinching/twisting {4.27.4}. The urinal has a compliant elongated bowl and the flush valve mounted at a compliant height of 43" above finish floor.
- L. The three toilets are located on a non-compliant 9" raised concrete platform area {4.5.2}. The stall widths are all non-compliant and measure 28", 28 1/2" and 34 3/4" {4.17.3}. One toilet fixture was leaning.
- M. Toilet stalls are also non-compliant due to the absence of any grab bars. {4.17.6}

22. ACCESSIBLE PATH OF TRAVEL TO THE WOMEN'S TOILET ON THE BASEMENT LEVEL

- A. The path of travel to the second floor is accomplished by a non-compliant steep stair and a loose laid mat at the building entrance door {4.5.3}. See item 19 above.

23. WOMEN'S TOILET BASEMENT LEVEL

- A. The entrance door is a single door with a compliant 36 inches door leaf.
- B. The signage on the door is non-compliant. {4.30.2}, {4.30.3}, {4.30.4}, {4.30.5}, {4.30.6}, {4.30.7}
- C. There is an irregular floor drain grate that is a tripping hazard. {4.5.1}
- D. The required accessible floor space at the exterior and interior side of the door are compliant but the 17-3/4" side clearance on the pull side of the door is non-compliant {Page 38, Figure 25}
- E. The door is equipped with compliant push/pull hardware and a non-functioning closer. This door also has a non-compliant slide bolt that requires pinching and grasping {4.13.9}.
- F. The toilet is non-compliant due to the lack of the required 60" diameter clear floor space. {4.22.3}
- G. The sink is non-compliant due to the location of the drain piping {4.19.2}; however the drain piping is equipped with the required insulation.
- H. The sink is non-compliant due to its top surface (rim) being located at a height of 32-5/8" above finished floor {4.19.2}, its underside clearance of 28" above finished floor {4.19.2}, and its pinching/grasping double handle faucet {4.19.5}. The centerline of the sink is located at a compliant 47" from the adjacent wall.
- I. The paper towel dispenser is located at the non-compliant height of 61 1/4". {Page 19, Figure 6(b)}
- J. The soap dispenser is located the non-compliant height of 52". {Page 19, Figure 6(b)}
- K. The two toilets are located on a non-compliant 9" raised concrete platform area {4.5.2}. The inside clear stall widths are non-compliant and measure 31" and 33" {4.5.2} with non-compliant clear access of 27" and 28", respectively {Page 43, Figure 30(a)}
- L. Toilet stalls are non-compliant due to the absence of any grab bars. {4.17.6}

24. ELEVATOR

- A. There is no elevator in this building. {4.14 & 4.5.2}
- B. The proposed future elevator location was reported to be located in an elevator addition connected to the present Probation Officer's Office on the second floor and the School Director's Office on the first floor. These offices are in the front right side of the building.

25. PUBLIC PHONE

- A. There is no public phone in this building. If installed at a later date, it must meet all applicable codes and regulations.

26. DIRECTIONAL SIGNAGE

- A. Non-compliant exterior directional signage. {4.1.2,(7),(c)} If all entrances are not accessible then directional signage is required to indicate the route to the nearest accessible entrance.

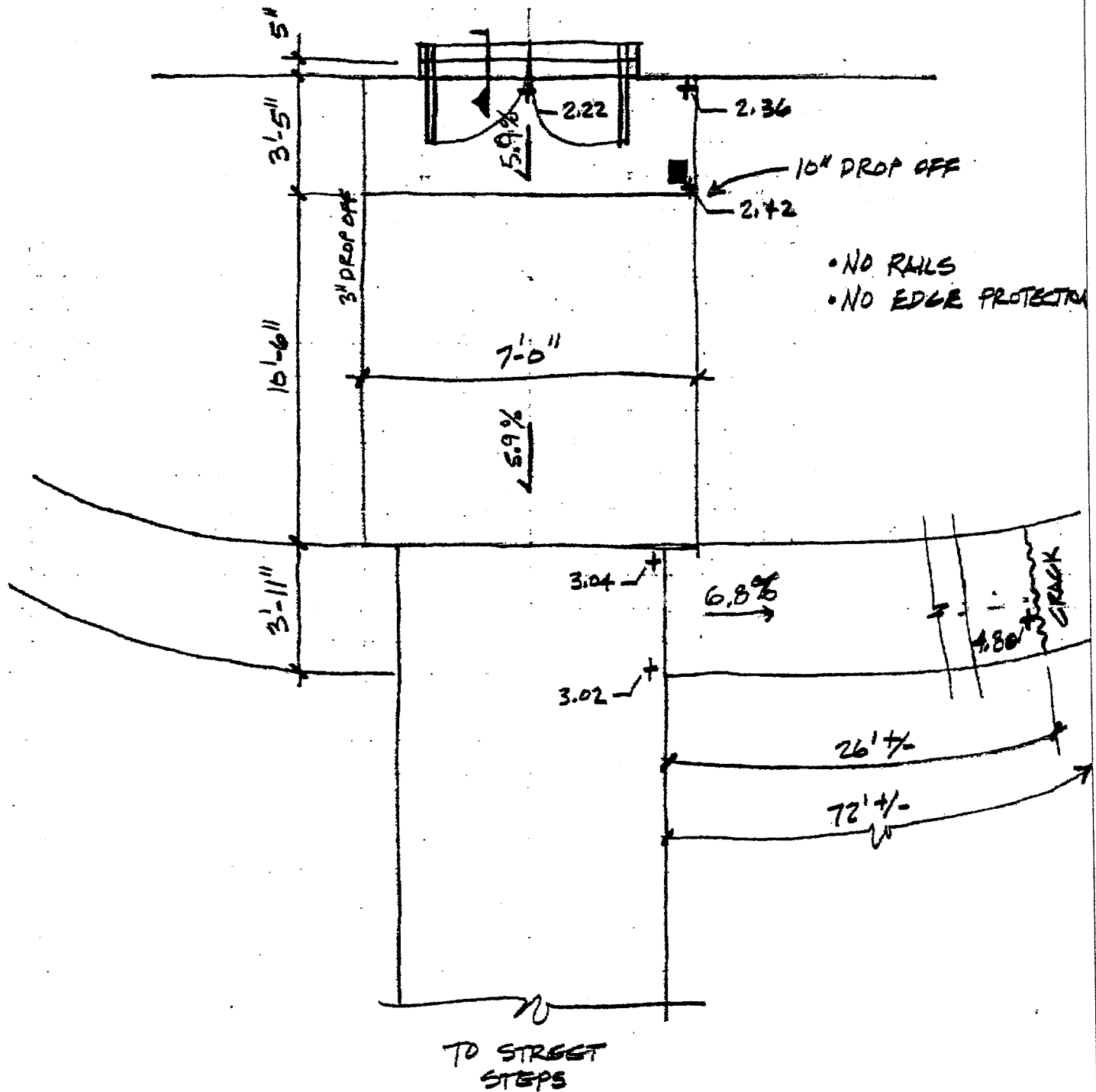
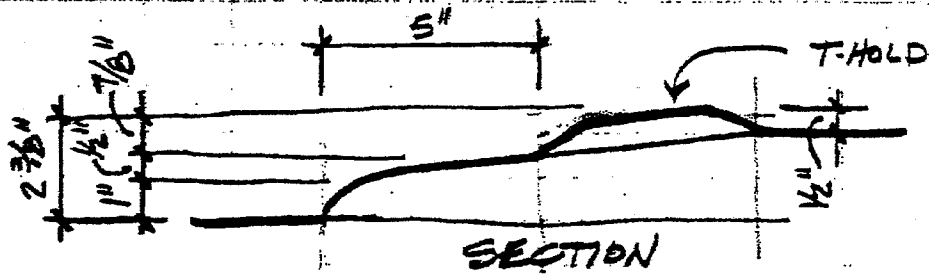
27. AREA OF RESCUE ASSISTANCE

- A. The building is non-compliant since it does not provide an area of rescue assistance for all levels above grade. See attachment "C" for details.

28. SPECIAL NOTES

- A. There are some masonry maintenance issues that should be addressed as soon as possible on this building. Roof parapet brick walls are decaying, cracking, and bricks area in misalignment and in question as to their soundness and strength. Several bricks appear loose and could fall to the ground during severe freeze/thaw cycles.
- B. The front brick steps are non-compliant and have 4", 6", 5 3/8", 6", 6", and 8" risers. {4.9.2} The treads are approximately 12" with vertical square edged nosings. {4.9.3} The center handrail is approximately 30" above the nosings. {4.9.4} This riser irregularity creates a tripping hazard.
- C. This report should not be considered a comprehensive review of the designated building as to the requirements of the Americans with Disabilities Act, North Carolina Handicap Code, the Standard Building Code, and the Life Safety Code. Any modifications undertaken by parties associated with said building should be designed and reviewed on site by a design professional licensed by the State of Tennessee who is competent in accessibility compliance. Prior to the undertaking of modifications those plans should be submitted to the Tennessee State Fire Marshall's office for review.

HANCOCK COUNTY
COURTHOUSE
2/16/04



ATTACHMENT B

No drawings or project manuals were received for review.

ATTACHMENT C

AREA OF RESCUE ASSISTANCE (AREA OF REFUGE) IN AN ACCESSIBLE MEANS OF EGRESS

I. SUMMARY

Where Accessible Means of Egress are required by either the Federal Register Vol. 56, No.144 (hereafter referred to as ADA), Standard Building Code 1999 Edition (hereafter referred to as SBC), or the Life Safety Code NFPA 101 1997 Edition (hereafter referred to as LSC), then such means must be so designed to accommodate the egress of disabled persons in the event of an emergency {ADA 4.3.10}, (SBC 1004.3.1, LSC 5-5.4.1). If the Accessible Route cannot lead one out of the building, it must lead to an Area of Refuge (Area of Rescue Assistance){ADA 4.3.10}. An Area of Refuge is merely a component of the Accessible Means of Egress, a part of the path a disabled person takes to exit the building. An Area of Refuge is provided as a place where disabled people can wait for assistance in a protected space. Areas of Refuge are required in an Accessible Means of Egress if the Accessible Route cannot be directly maintained by exiting on grade due to level change, a multi-story building, etc. {ADA 4.3.10} (SBC Chapter 2, Definition, "Area of Refuge")(LSC 5-5.4.1). While the LSC does exempt some existing buildings from the accessible route requirement (LSC 5-5.4.1), such cannot be the case if the existing building has been so modified to accommodate those requiring accessible means of egress (LSC 9-2.2.12).

II. SCENARIOS

A. Buildings with an Elevator

If a building is equipped with an elevator so that the spaces on upper floors are made accessible to the physically disabled, then an area of refuge must be provided along the accessible means of egress. An elevator can be used as one of two required means of egress, but the other means of egress (a stair) must have an area of refuge to allow disabled persons to be protected from the effects of fire until they can be rescued from the upper floor via the stairs.

B. Buildings with a Wheelchair Lift

Buildings equipped with a wheelchair lift must also provide accessible means of egress. A lift cannot be used as part of such a means of egress (SBC 1004.3.4), so Areas of Refuge must be provided at the stairs or immediately adjacent thereto.

C. Buildings without an Elevator

If a building is not equipped with an elevator, and assuming the spaces on the upper floors are required to be accessible or have been modified since their construction to accommodate disabled persons, then an area of refuge must be provided along the accessible means of egress to allow such persons to be protected from the effects of fire until they can be rescued from the upper floor via the stairs.

III. AREA OF REFUGE SPECIFICATIONS AND REQUIREMENTS

- A. An Area of Refuge must be protected from the rest of the building by a smoke barrier with 1-hour rating and no less than a 20-minute door. {ADA 4.3.11.1} (LSC 5-2.12.3.4)(SBC 1004.3.5.4 & 1004.3.5.9)
- B. Area of Refuge must be large enough to accommodate (1) 30"x48" wheel chair for each 200 (or portion thereof) people in the occupancy of the space served by the means of egress. {ADA 4.3.11.2} (SBC 1004.3.5.2)(LSC 5-2.12.3.1). The access to any of the required spaces shall not be obstructed by more than one adjacent space. (SBC 1004.3.5.4)(LSC 5-2.12.3.3). Wheelchair spaces shall not reduce the egress width. (SBC 1004.3.5.3)(LSC 5-2.12.3.1)
- C. Areas of Refuge must have a 2-way communication system with visible and audible instructions (ADA 4.3.11.4)(LSC 5-2.12.2.5). The SBC allows an exception for buildings under 4 stories, but this would be superseded by the LSC and ADA.
- D. Areas of Refuge must be labeled with illuminated signage, and all other means of egress must include directions to Areas of Refuge. {ADA 4.3.11.4}(SBC 1004.3.5.7 & 1004.3.5.8)(LSC 5-2.12.3.5)
- E. Areas of Refuge can be an enlarged landing in a stair enclosure, provided certain criteria are met by the Refuge area and the Stairs themselves. {ADA 4.3.11.1(5)}(SBC 1004.3.2.1)
- F. Areas of Refuge may be served by a stair of no less than 48" clear between handrails. {ADA 4.3.11.3}(SBC 1004.3.2.1) The ADA disallows any stairs less than 48" wide.
- G. Areas of Refuge can also include an elevator lobby provided that certain criteria are met by the Refuge Area and the elevator itself. {ADA 4.3.11.1(7)} (SBC 1003.4, 1004.3.2.2) (LSC 5-2.12.2.4)
- H. An elevator can be used as part of the accessible means of egress if it is approved for fire fighter service with a separate power supply and smoke protected shaft. {ADA 4.3.11.1(7)} (SBC 1004.3.2.2)(LSC 5-2.12.2.4). This could preclude operation by the disabled person and thus necessitate the Area of Refuge.
- I. A wheelchair lift cannot be used as a component in an accessible means of egress (SBC 1004.3.4)
- J. An Area of Refuge must have a way out to the public way that is not the same as the way in. (LSC 5-2.12.2.2)