

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 – HAWKINS 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 Hawkins 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 Hawkins County Courthouse or the Hawkins 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 Hawkins County Courthouse or the Hawkins County Judicial Center 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.

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 Hawkins 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 Hawkins 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.

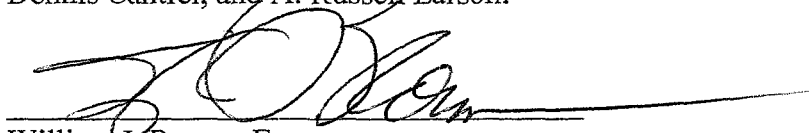
26. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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.

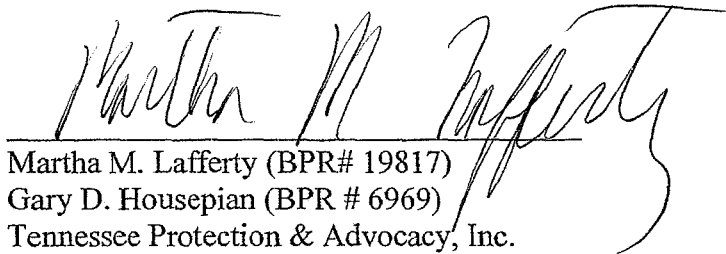
28. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant 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

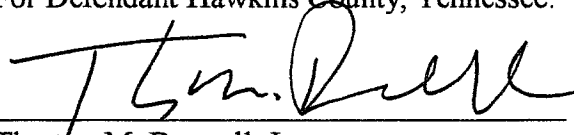


Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN
300 Lakeside Drive, Suite 1000
Oakland, CA 94612-3534
(510) 763-9800

Attorneys for Plaintiffs

Date: 2/15/05

For Defendant Hawkins County, Tennessee:



Thomas M. Donnell, Jr.
Stewart, Estes & Donnell
424 Church Street, Suite 1401
Nashville, Tennessee 37219

Date: 1-26-05

For Defendant County:

Hawkins County, Tennessee

By: 

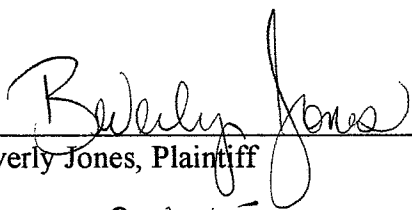
Name: CROCKETT LEE

Title: COUNTY MAYOR

Date: JANUARY 24, 2005

George Lane
George Lane, Plaintiff

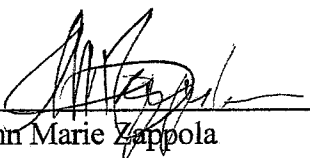
Date: 1-1-05



Beverly Jones, Plaintiff
Date: 2-1-05_____

HAWKINS COUNTY

Plaintiff:

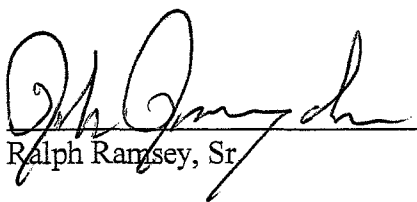


Ann Marie Zappola

2/17/05
Date

HAWKINS COUNTY

Plaintiff:



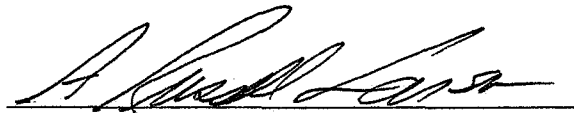
Ralph Ramsey, Sr.

2-23-05
Date

D C T

Dennis Cantrel, Plaintiff

Date: 2/5/2005

A handwritten signature in black ink, appearing to read "A. Russell Larson", is written over a horizontal line.

A. Russell Larson, Plaintiff

Date: 2-15-05

AGREED SETTLEMENT HAWKINS COUNTY

1. Parking

- B. *One of the two existing accessible parking spaces is non-compliant. It has a cross slope of 2.55%. This exceeds the maximum allowable slope of 1" rise in 50" of run, or 2% maximum in all directions. {4.6.3}*

Agreed Solution: No action required.

- C. *The auto and van accessible spaces have been provided and designated with the required signage, but they are mounted at non-compliant heights that can be obstructed by a parked vehicle. {4.6.5}*

Agreed Solution: Reinstall signage to meet requirements of {4.6.4}.

- D. *The van accessible access aisle route along the front of the spaces is 71". There are no wheel stops to ensure a 36" clear space between the brick wall and the bumper of the vehicle. {4.6.3}*

Agreed Solution: Provide wheel stops to maintain required 36" clear space in accordance with {4.6.3}.

2. Accessible Route from Parking to Entrance Door

- A. *The accessible route from the parking area to the connector rear entrance of the building is non-compliant. It has an approximately 66 foot long sidewalk sloping up 1.42 feet in elevation along the path with non-compliant running slopes varying up to 5.58%. {4.3.7 & 4.8.5} It has non-compliant cross slopes up to a non-compliant 2.8% slope. {4.3.7} The maximum running slope on a sidewalk without handrails is 5% and the maximum cross slope is 2%. The maximum ramp slope shall be 1" rise in 20" run or 5%. The non-compliant sloping sidewalk includes an 'L' shaped ramp with low brick seating/wall edge protection.*

Agreed Solution: No action required.

3. Connector Rear Entrance Door

- E. *A non-compliant loose mat encumbers the interior accessible door space. {4.5.3}*

Agreed Solution: No action required.

4. Accessible Path of Travel to the Unisex Public Toilet on the First Floor Connector

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

Agreed Solution: No action required.

5. First Floor Unisex Public Toilet Room in the Connector

- C. *The signage is mounted at the non-compliant location on the door instead of on the wall {4.30.6} and is mounted at the non-compliant height of 62" above the floor {4.30.6}. The 3-½" height of the figure is compliant. The ¾" letter is compliant and it does have Braille.*
- D. *The door is equipped with a compliant lever handle and a closer with a non-compliant opening force of 6-1/2 pounds {4.13.11(2)(b)} and a compliant closing period of 3.47 seconds. {4.13.11}*
- E. *The toilet does not have the required 60" clear interior floor space and therefore is non-compliant. {4.2.3}*
- F. *The sink has the compliant piping protection but the piping encroaches on the required clear area below by approximately ¾" and the sink bowl bottom encroaches by approximately ¼". Therefore, the sink is non-compliant. {4.19.2} & {Page 44, Fig.31}*
- I. *The mirror is located at a non-compliant height of 40-½" from the floor to the bottom edge of the reflective surface. {4.19.6}*
- M. *The flush valve is located on the non-compliant side of the toilet {4.16.5} and has a compliant flush valve pressure of 4 lbs.*
- P. *The non-compliant rear wall grab bar is 24" long {4.16.4}. It is located a compliant height of 33-1/2" above the floor and a compliant 5-¾" from the back wall.*
- Q. *The toilet paper dispenser is located at the compliant height of 19" above the floor. The front edge is located at the non-compliant position of 38 ½" from the rear wall. {Page 43, Figure 30}*

Agreed Solution: Convert adjacent private toilet into accessible toilet on first floor.

6. Accessible Path of Travel to the Private Toilet Room on the First Floor Connector

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

Agreed Solution: No action required.

7. First Floor Private Toilet Room in the Connector

- D. *The signage is non-compliantly located on the door instead of the wall. {4.30.6} The signage is mounted at the non-compliant height of 62" above the floor. {4.30.6}. The 3-½" height of the figure is compliant. The ¾" letter is compliant and it does have Braille.*
- E. *The door is equipped with a compliant lever handle and a closer with a non-compliant opening force of 7 lbs. {4.13.11(2)(b)}. This door has a compliant closing period of 3.85 seconds. There is a non-compliant slide bolt lock on the door that requires pinching and grasping. {4.13.9}*
- G. *The sink has the compliant piping protection but it encroaches on the required clear area approximately 1/2". The sink bowl bottom also encroaches the clear area by approximately 1/8" {4.19.2}, {Page 44, Figure 31}. Therefore, the sink is non-compliant.*
- H. *The sink is located at the non-compliant height of 34-1/8" {4.19.2} and has a compliant single handle faucet.*
- I. *The mirror is located at a non-compliant height of 40-½" above the floor to the bottom edge of the reflective surface. {4.19.6}*
- L. *The toilet is located at the non-compliant dimension of 18-½" from the side wall. {Page 42, Figure 28}*
- O. *There are no compliant grab bars. {4.17.6}*
- P. *The toilet paper dispenser is located at the non-compliant height of 18-½" {Page 42, Figure 28} The front edge is located at the non-compliant position of 38-½" from the rear wall. {Page 43, Fig. 30 (d)}*

Agreed Solution: Adapt this toilet to be the accessible Unisex toilet on first floor. Provide new unisex accessible signage {4.30}, except signage may remain on door; adjust closer to 6 lbs. or provide new closer to meet requirements of {4.13.11.1(b)}; remove slide bolt lock on door; and add compliant grab bars in accordance with {4.16.4}.

8. Accessible Path of Travel to the Public Toilet Room on the Second Floor of the Connector

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

Agreed Solution: No action required.

9. Second Floor Public Toilet Room in the Connector

- C. *The signage is at a non-compliant location because it is located on the door instead of the wall {4.30.6}. It is also mounted at the non-compliant height of 62" above the floor {4.30.6}. The 3 ½" height of the figure is compliant. The ¾" letters are compliant and it does have Braille.*

- D. The door is equipped with a compliant lever handle and a closer with a non-compliant opening force of 7 lbs. {4.13.11(2)(b)} The door has a compliant closing period of 4.25 seconds.
- E. The toilet room does not have the required 60" clear floor space. {4.2.3}
- F. The sink has the compliant piping protection but is non-compliant since it encroaches on the required clear area approximately 1". The sink also is non-compliant since it encroaches on the clear area by approximately 1/2". {Page 44, Figure 31}, {4.19.2}
- I. The mirror is located at a non-compliant height of 41-1/4" above the floor to the bottom edge of the reflective surface. {4.19.6}
- L. The toilet is located at the non-compliant dimension of 17" from the side wall. {Page 42, Figure 28}
- M. The flush valve is located on the non-compliant side of the toilet {4.16.5} and has a compliant flush valve pressure of 3 lbs.
- O. The sidewall grab bar is a compliant 42" long. It is located at the non-compliant height of 32-1/2" above the floor {Page 42, Figure 29(b)} and a compliant 11-1/2" from the back wall.
- P. The non-compliant rear wall grab bar is 24" long {4.16.4}. It is located at the non-compliant height of 32-1/2" above the floor {Page 42, Figure 29(b)} and a compliant 5 3/4" from the back wall.
- Q. The toilet paper dispenser is located at the non-compliant height of 18" above the floor. {Page 42, Figure 29(b)} The front edge is located a non-compliant 38" from the rear wall. {Page 43, Figure 30(d)}

Agreed Solution: Change signage on the door to indicate non-accessible. Convert adjacent private toilet into accessible toilet on second floor.

11. Accessible Path of Travel to the Private Toilet Room on the Second Floor of the Connector

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

Agreed Solution: No action required.

12. Second Floor Private Toilet Room in the Connector

- D. The signage is located non-compliantly on the door instead of the wall {4.30.6} and is mounted at a non-compliant height of 62" above the floor {4.30.6}. The 3-1/2" height of the figure is compliant. The 3/4" letter is compliant and it does have Braille.
- E. The door is equipped with a compliant lever handle and a closer with a non-compliant opening force of 7 lbs. {Page 4.13.11(2)(b)} The door has a compliant closing period of 4.41 seconds. There is a non-compliant slide bolt lock on the door that requires pinching and grasping. {4.13.9}

- G. *The sink has the compliant piping insulation but is non-compliant because it encroaches approximately 1/2" on the required clear area. The bottom of the sink bowl also encroaches approximately 1/8" {4.19.2}, {Page 44, Figure 31}.*
- I. *The mirror is located at a non-compliant height of 40-1/2" above the floor to the bottom edge of the reflective surface. {4.19.6}*
- O. *There are no grab bars. {4.17.6}*
- P. *The toilet paper dispenser is located at a non-compliant height of 18" {Page 42, Figure 29(b)}. The dispenser's front edge is located a non-compliant 38-3/8" from the rear wall. {Fig 43, Figure (30)(d)}*

Agreed Solution: Adapt this toilet to be accessible unisex on second floor. Provide new unisex accessible signage {4.30}, except signage may remain on the door; adjust closer to 6 lbs.; remove slide bolt lock on door; and add compliant grab bars in accordance with {4.16.4}.

13. Accessible Path of Travel from Entrance Door to the First Floor Old Courthouse Chancery Courtroom Door

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

Agreed Solution: No action required.

14. First Floor Old Courthouse Chancery Courtroom Door

- A. *The entrance door is a double door with compliant 36" wide door leafs. The door is equipped with a non-compliant cylindrical knob {4.13.9} and no closer.*
- B. *The exterior and interior space of the courtroom door is compliant, but encumbered by non-compliant wrinkles {4.5.3} in the carpet flooring adjacent to the threshold. The interior loose laid carpet rolls up / wrinkles under the light weight of our cart. This condition will also encumber a wheelchair {4.5.3}. There are also loose carpet seams that are tripping hazards too. {4.5.1}, {4.5.3}*
- C. *The threshold is too high and therefore non-compliant. {4.13.8}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

15. First Floor Old Courthouse Chancery Courtroom

- A. *The courtroom is approximately 680 square feet and will seat approximately (40) people in the fixed seating area and an additional (13) in the moveable chairs in front. In places of assembly with fixed seating of this size, a minimum of (2) wheelchair locations are required by ADA. There are no handicap locations provided. {4.1.3,(19)(a)}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

16. Accessible Path of Travel to the Witness Stand in First Floor Old Courthouse Chancery Courtroom

- B. *The box entrance access width is a compliant 44½" at the non-compliant step. {4.5.2}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

17. First Floor Witness Stand in the Old Courthouse Chancery Courtroom

- A. *The witness stand is non-compliant due to the 9-½" step to the raised platform. {4.5.2}*
B. *The witness stand is non-compliant due to the inadequate space of 69" x 41 ½" to maneuver a wheelchair within. {4.2.3}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

18. Accessible Path of Travel to the First Floor Drinking Fountain in the Old Courthouse

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

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

19. First Floor Drinking Fountain in the Old Courthouse

- D. *The front edge clearance is non-compliant at 25-½" {4.15.5(1)}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

20. Accessible Path of Travel to the Chancery Clerk & Master Door in the First Floor of the Old Courthouse

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

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

21. First Floor Chancery Clerk & Master Door in the Old Courthouse

- C. *The door is equipped with a non-compliant cylindrical knob and no closer. {4.13.9}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

22. Accessible Path of Travel to the Second Floor Circuit Court Clerk Office in the Old Courthouse

- A. *The path of travel to the Second Floor Circuit Court Clerk Office is accomplished by a non-compliant stair. {4.5.2}, {4.14}*
- B. *The non-compliant path of travel to the Second Floor is accomplished by going thru the connector entrance, up the new elevator, through a non-compliant 36" door that is equipped with non-compliant cylindrical hardware {4.13.9} and no closer, thru the two non-compliant 30" circuit courtroom doors {4.13.5} and finally through the courtroom where there is a two step level change at the judicial platform. {4.5.2}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

23. Circuit Court Clerk Door on Second Floor of Old Courthouse

- B. *The door is equipped with a non-compliant cylindrical knob {4.13.9} and a closer with a compliant opening force of 4 lbs. The door has a compliant closing period of 4.25 seconds. There is a non-compliant chain bolt on the door above the knob. {4.13.9}*
- C. *The non-compliant threshold has a 23.9% slope in 12" to make the 2 1/4" level change transition from the courtroom to the office. {4.8.2}*
- F. *The 36" entrance door from the corridor/stair lobby is equipped with a non-compliant cylindrical knob {4.13.9} and a closer with a non-compliant opening force of 7-1/2 lbs. {4.13.11(2)(b)}. The door has a non-compliant closing period of 2.5 seconds. {4.13.10}*
- G. *The interior floor space of the door is non-compliant due to the filing cabinets that only allow a clear door opening of 28-3/4". {4.13.5}*
- H. *The exterior floor space of the door is non-compliant due to the 6" push side clearance. {Page 38, Figure 25(a)}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

24. Accessible Path of Travel to the Second Floor Circuit Court in the Old Courthouse

- A. *The non-compliant path of travel to the Second Floor is accomplished by entering thru the connector entrance, up the new elevator, thru a 36" door that is equipped with non-compliant cylindrical hardware {4.13.9} and no closer, and thru the (2) non-compliant 30" doors {4.13.5} of the circuit courtroom.*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

25. Circuit Court Courtroom Door on the Second Floor of the Old Courthouse

- A. *The entrance door is a double door with (2) non-compliant 30" door leafs. {4.13.4}*
- B. *The left door is equipped with a push/pull mechanism and a closer with a non-compliant closing force of 10 lbs. {4.13.11(2)(b)} The door has a non-compliant closing period of 2.19 seconds. {4.13.10}*
- C. *The right door is equipped with a push/pull mechanism and a closer with a non-compliant closing force of 8-1/2 lbs. {4.13.11(2)(b)} The door has a compliant closing period of 3.22 seconds.*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

26. Second Floor Circuit Court Courtroom in Old Courthouse

- A. *The courtroom is more than 2,100 square feet in size and will seat approximately (200) people in the fixed wooden seating area and an additional (32) in the moveable chairs in front of the bar rail. In places of assembly with fixed seating of this size, a minimum of (4) handicap locations are required. There are no handicap locations provided. {4.1.3 (19) (a)}*
- B. *The center aisle is a compliant width of 63". The front aisle width is 36" and reduces to 26" at the 10" step which makes the aisle non-compliant {4.3.3}. The side aisle is non-compliant at 20" wide {4.3.3}. The rear aisle is non-compliant at 32 1/2" wide. {4.3.3}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

27. Accessible Path of Travel to the Witness Stand in the Second Floor Circuit Court Courtroom of the Old Courthouse

- A. *The passageway thru the bar rail opening is a compliant 59" but the total passage is non-compliant due to 7-1/2" and 6" high steps which occur within the passage. {4.5.2}*
- B. *The loose laid carpet between the bar and the judge rolls up / wrinkles under the light weight of our cart and will encumber a wheelchair as well {4.5.3}. There are loose cords under the carpet that are a tripping hazard. {4.5.3}*
- C. *The witness box entrance access width is a non-compliant 31" at the (2) steps. {4.3.3}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

28. Second Floor Witness Stand in the Circuit Court Courtroom of the Old Courthouse

- A. *The witness stand is non-compliant due to (2) 6" steps to the raised level {4.5.2} and a non-compliant opening of 31". {4.3.3}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

29. Accessible Path of Travel to the Jury Box in the Second Floor Courtroom of the Old Courthouse

- A. *The passageway thru the bar rail opening is a compliant 59". The passageway is non-compliant due to 7-1/2" and 6" high non-compliant steps. {4.5.2}*
- B. *The loose laid carpet between the bar and the judge rolls up / wrinkles under the light weight of our cart and will encumber a wheelchair as well {4.5.3}. There are loose carpet seams {4.5.3} that are tripping hazards.*
- C. *The narrowing passageway begins at a non-compliant width of 33" between the wall and the box. {4.3.3}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

30. Second Floor Jury Box in the Courtroom of the Old Courthouse

- A. *The Jury Box is non-compliant and inadequate to maneuver a wheelchair within. {4.2.3}*
- B. *The opening into the box is a non-compliant 30 1/4" width {4.3.3}. At the non-compliant 7 1/2" step into the first level {4.5.2}, the opening reduces to 23 1/2" with 12 1/2" clear in front of the fixed seats. At the non-compliant 7" step into the second level, the opening reduces to a non-compliant 23 1/2" {4.3.3} with 12 1/2" clear in front of the fixed seats.*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

31. The Path of Travel to the Jury Room Door from the Second Floor Courtroom of the Old Courthouse

- A. *The passageway opening at the rear of the jury box is a non-compliant 23" wide. {4.3.3}*
- B. *The jurors' exit door from the courtroom is a compliant 36" door. The door is equipped with non-compliant cylindrical hardware {4.13.9} and a closer with a non-compliant opening force of 12 lbs. {4.13.11(2)(b)} The door has a non-compliant closing period of 2.28 seconds. {4.13.10} The interior door floor space is non-compliant due to the threshold that has a 24.5% slope in 9" of width to make the 2" transition from the courtroom to the Jury Room alcove. {4.13.8},{4.8.1}*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

32. Second Floor Old Courthouse Jury Room Number One

- A. *The entrance door is a compliant 36" door with compliant floor space on the outside and a compliant push side clearance of 18 1/2". There is a non-compliant interior clear floor*

space of 24" due to a chair back extension since the arm chair can not slide under the table {4.3.3}{Page 25, Figure 25(a)} The is no additional room to spare since the remaining room is only 46" from the conference table that is pushed against the wall on the far side of the room.

- C. The door is equipped with a non-compliant cylindrical knob {4.13.9} and no closer.

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

33. Second Floor Old Courthouse Jury Room Number Two

- C. The floor space on the outside is non-compliant due to a drinking fountain that creates a 14-½" push side clearance {Page 38, Figure 25(c)}.
- D. The door is equipped with a non-compliant cylindrical knob {4.13.9} and has no closer. The door glass is at a compliant height of 37 ¾" above the floor.

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

34. Second Floor Old Courthouse Men's Toilet in the Jury Area

- A. The entrance door is a compliant 36" door with push/pull hardware and a closer with a compliant closing force of 3-½ pounds and a non-compliant closing period of 2.3 seconds. {4.13.10}
- B. The non-compliant signage on the door is below the glass panel {4.30.1}. The glass is at the compliant height of 37 ¾" above the floor.
- C. The exterior push side floor clearance area is compliant. The interior floor area is non-compliant due to the 64" wall to wall width and the interior pull side clearance of 13 ½". {Page 38, Figure 25}
- D. The non-compliant marble threshold is 3/8" high on the interior and ¾" high on the exterior alcove side. {4.13.8}
- E. The door is equipped with a non-compliant slide bolt lock that requires pinching and grasping {4.13.9}. This slide bolt is located a non-compliant 52-¼" above the floor. {4.13.9}
- F. The toilet does not have a compliant clear floor space of 60". {4.2.3}
- G. The sink is located at the non-compliant height of 32" {4.19.2}. It has a non-compliant double handled faucet that requires pinching and grasping {4.19.5}. The bottom of the non-compliant sink is 27-5/8" above the floor {4.19.2}. The sink does not have the required compliant piping insulation. {4.19.4}
- H. The mirror is located at a non-compliant height of 54" to the bottom edge of the reflective surface. {4.19.6}
- I. The paper towel dispenser is located at the non-compliant height of 58" above the floor {4.27.3}.

- J. The hand dryer is located at the non-compliant height of 54" above the floor. {4.27.3}
- L. The urinal alcove is a compliant 34-¼" wide. The rim is mounted at the non-compliant height of 21" above the floor{4.18.2}. The elongated bowl length is a non-compliant 20-½" {4.18.2}. The flush valve height is a compliant 37-1/2" above the floor.
- M. The non-compliant path of travel to the toilet is 23-1/8" wide. {4.3.3}
- N. The toilet stall did not have a door.
- O. The stall was a non-compliant size of 32-3/8" x 64". {Page 43, Figure 30(b)}
- P. The toilet is located a non-compliant dimension of 15" from the side wall. {Page 43, Figure 30(b)}
- Q. The toilet seat is located at the non-compliant height of 16". {4.16.3}
- R. There were no grab bars. {4.17.6}
- S. There was no toilet paper dispenser.

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

35. Second Floor Old Courthouse Drinking Fountain in the Jury Area

- B. The control location is non-compliant and located on the spout {4.15.4} and the controls are non-compliant requiring pinching, grasping, and twisting {4.15.4} & {4.27.4}.

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

36. Second Floor Old Courthouse Women's Toilet in the Jury Area

- A. The entrance door is a door leaf being 36" with a non-compliant 5-¼" pull side clearance. {Page 38, Figure 25(a)}
- B. The signage on the door is non-compliant and the wall signage is non-compliant, mounted on the top right side. {4.30.1}
- C. The non-compliant marble threshold is 3/8" high on the interior and 1-1/8" high on the exterior side. {4.13.8}
- D. The interior floor space of the door is non-compliant. {Page 38, Fig. 25}
- E. The door is equipped with a non-compliant cylindrical knob and without a closer. {4.13.9}
- F. The door is equipped with a non-compliant slide bolt lock that requires pinching and grasping at 52 ¼" above the floor. {4.13.9}
- G. The toilet does not have a compliant floor space of 60" clear {4.2.3}. The non-compliant interior room total area is 63" wide x 64" deep.

- H. *The sink is located at the compliant height of 30-¾" {4.19.2} and has non-compliant double handled faucet that requires pinching and grasping {4.19.5}. The bottom of the non-compliant sink has a non-compliant clearance of 26-½" above the floor. The sink does not have the required compliant piping protection. {4.19.4}*
- I. *The mirror is located at a non-compliant height of 54" to the bottom edge of the reflective surface above the floor. {4.19.6}*
- L. *The toilet is located at the non-compliant dimension of 13-1/2" from the side wall. {Page 42, Figure 28}*
- M. *The flush valve is located on the non-compliant side of the toilet. {4.16.5}*
- N. *The toilet seat is located at the non-compliant height of 16". {4.16.3}*
- O. *There were no grab bars. {4.16.4}*
- P. *There was no toilet paper dispenser.*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.

37. Accessible Path of Travel to the Men's Toilet Room in the Annex on the First Floor

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

Agreed Solution: No action required.

38. Annex First Floor Men's Toilet Room

- A. *The entrance door is a compliant 36" single door with a compliant 12-3/4" push side clearance. The non-compliant pull side clearance is 12-¾". {Page 38, Fig 25} The compliant interior floor area is 56 ¼" wide.*

Agreed Solution: No action required.

- B. *The door signage is compliant in design with a 4" high compliant figure, ¾" high compliant lettering and Braille but is non-compliant due to its mounting location {4.30.6} and mounting height of 62" above the floor {4.30.6}.*

Agreed Solution: No action required

- C. *The door is equipped with a push/pull mechanism and a closer with a non-compliant opening force of 9 lbs. {4.13.11(2)(b)} and a compliant closing period of 3.9 seconds.*

Agreed Solution: Adjust closer to 6 lbs.

- E. *The sink has a non-compliant drain piping protection panel located 8" above the floor {4.19.2}. The sink has less than 8" minimum knee clearance near the top of the*

protection panel {4.19.2}. The protection panel encroaches 5" into the required clearance below the skirt. {4.19.2}

Agreed Solution: No action required.

- J. The compliant urinal alcove is 34". The sidewall center line dimensions are compliant at 16" and 18". The urinals are mounted at the non-compliant height of 17-¾" above the floor {4.19.2} and have a compliant elongated bowl length of 7". The flush valve is a compliant height of 34-½" and has a compliant flush valve pressure of 4 lbs. {4.18.2}

Agreed Solution: No action required.

- L. The accessible stall latch is compliant. The coat hooks are located at non-compliant heights of 63-½" and 66-½" above the floor {4.2.5}. {4.2.6}. The accessible stall door clearance is a compliant 34-5/8".

Agreed Solution: County will add a second coat hook at the proper height.

- N. The toilet is located at the non-compliant dimension of 17-3/4" from the side wall. {Page 43, Figure 30(a)}

Agreed Solution: No action required.

- Q. The sidewall grab bar is compliant at 42" long. It is located at the non-compliant height of 32-3/4" above the floor {Page 43, Figure 30(c)} and a compliant 11-1/2" from the back wall. {4.17.6}

Agreed Solution: No action required.

- R. The rear wall grab bar is a compliant 36" long. It is located at the non-compliant height of 32-3/4" above the floor {Page 43, Figure 30(d)} and a compliant 5 ½" from the back wall.

Agreed Solution: No action required.

- S. The toilet paper dispenser is located at the non-compliant height of 18 ½" {Page 43, Figure 30(d)} with the front edge located a non-compliant 38 ½" from the rear wall. {Page 43, Figure 30(d)}

Agreed Solution: No action required.

39. Accessible Path of Travel to the Women's Toilet in the Annex on the First Floor

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

Agreed Solution: No action required.

40. Annex First Floor Women's Toilet Room

- A. The entrance door is a compliant 36" single door with a non-compliant 12-1/2" push side clearance {Page 38, Figure 25(c)}. The pull side clearance is a non-compliant 12 1/2" {Page 38, Figure 25(a)}.

Agreed Solution: No action required.

- B. The door signage is compliant in design with a 4" high compliant figure, 3/4" high compliant lettering and Braille but is non-compliant due to its door location {4.30.6} and mounting height of 62" above the floor {4.30.6}.

Agreed Solution: No action required.

- C. The door is equipped with a push/pull mechanism and a closer with a non-compliant opening force of 8-1/2 lbs. {4.13.11(2)(b)} and a compliant closing period of 3.82 seconds. {4.13.11}

Agreed Solution: Adjust closer to 6 lbs.

- E. The sink has a non-compliant drain piping protection panel located 8" above the floor {4.19.4}{Page 44, Figure 31}. There is less than 8" minimum knee clearance near the top of the protection panel. {4.19.2}{Page 44, Figure 31}

Agreed Solution: No action required.

- F. The sink is located at the non-compliant height of 34-1/4" {4.19.2} and has a compliant single handle faucet. The sink bowls are at a compliant location of 15" and 16 3/4" from the counter ends.

Agreed Solution: No action required.

- L. The accessible stall latch is compliant. The coat hooks are located at non-compliant heights of 63" and 66" above the floor. {Page 18, Figure 5(a)}{Page 19, Figure 6(b)}

Agreed Solution: County will add a second coat hook at the proper height.

- Q. The sidewall grab bar is a compliant 42" long and is located a non-compliant height of 32-1/2" above the floor {Page 43, Figure 30(c)}. The grab bar is located a compliant 11-1/2" from the back wall.

Agreed Solution: No action required.

- R. The rear wall grab bar is a compliant length of 36". It is located a non-compliant height of 32-1/2" above the floor {Page 43, Figure 30(d)} and a compliant 5-1/2" from the side wall.

Agreed Solution: No action required.

- S. The toilet paper dispenser is located at the non-compliant height of 18-3/4" {Page 43, Figure 30(d)} with the front edge located a non-compliant 38" from the rear wall. {Page 43, Figure 30(d)}

Agreed Solution: No action required.

41. Accessible Path of Travel to the Drinking Fountain in the First Floor of the Annex

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

Agreed Solution: No action required.

42. First Floor Drinking Fountain in the Annex

- A. *The drinking fountain floor space is non-compliant due to the 28-3/4" wide by 18" deep alcove {Page 31, Figure 37(b)}.*
- B. *The bottom clearance is a compliant 27". The underneath clearance is a compliant 10".*
- C. *The height to the spout is a non-compliant 36-1/4" {4.15.2}*
- D. *The control locations are compliant on the front and side.*
- E. *The water stream height is a non-compliant 3-1/2". {4.15.3}*

Agreed Solution: No action required.

43. Accessible Path of Travel to the Men's Toilet Room in the Second Floor of the Annex

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

Agreed Solution: No action required.

44. Second Floor Men's Toilet Room in the Annex

- B. *The door signage is compliant in design with a 4" high compliant figure, 3/4" high compliant lettering and Braille but is non-compliant due to its door location {4.30.6} and mounting height of 62" above the floor {4.30.6}.*

Agreed Solution: Relocate existing signage to meet requirements of {4.30.6}.

- C. *The door is equipped with a push/pull mechanism and a closer with a non-compliant opening force of 10 lbs. {4.13.11(2)(b)} The door has a compliant closing period of 4.07 seconds.*

Agreed solution: Adjust closer to 6 lbs.

- E. *The sink has a non-compliant drain piping protection panel located 8" above the floor {4.19.4}. The protection panel has less than 8" minimum non-compliant knee clearance near the top of the panel. {4.19.2}*

Agreed Solution: No action required.

- K. *The urinal is located at the non-compliant height of 18-½" {4.18.2}. The flush valve is located a compliant height of 34" and has a compliant flush valve pressure of 4 lbs.*

Agreed Solution: No action required.

- M. *The accessible stall latch is compliant. The coat hooks are mounted at non-compliant heights of 63" and 66" above the floor. {Page 18, Figure 5(a)} {Page 19, Figure 6(b)}*

Agreed Solution: County will add a second coat hook at the proper height.

- O. *The toilet is located a non-compliant 19" from the side wall. {Page 43, Figure 30(a)}*

Agreed Solution: No action required.

- T. *The toilet paper dispenser is located at the compliant height of 20" with the front edge located a non-compliant 38 ½" from the rear wall. {Page 43, Figure 30(d)}*

Agreed Solution: No action required.

45. Accessible Path of Travel to the Second Floor Drinking Fountain in the Annex

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

Agreed Solution: No action required.

46. Second Floor Drinking Fountain in the Annex

- C. *The height to the bottom of the unit is a non-compliant 25 ½". {4.15.5(1)}*

Agreed Solution: No action required.

- F. *The non-compliant water stream height is 3-1/2". {4.15.3}*

Agreed Solution: No action required.

47. Accessible Path of Travel to the Women's Toilet Room in the Second Floor of the Annex

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

Agreed Solution: No action required.

48. Second Floor Women's Toilet Room in the Annex

- C. *The door signage is compliant in design with a 4" high compliant figure, ¾" high compliant lettering and Braille but is non-compliant due to its door location {4.30.6} and mounting height of 62" above the floor {4.30.6}.*

Agreed Solution: Relocate existing signage to meet requirements of {4.30.6}.

- E. *The door is equipped with a push/pull mechanism and a closer with a non-compliant opening force of 10 lbs. {4.13.11(2)(b)} The door has a compliant closing period of 4.53 seconds.*

Agreed Solution: Adjust closer to 6 lbs.

- G. *The sink has a non-compliant drain piping protection panel located 8" above the floor. {4.19.4} {Page 44, Figure 31} The protection panel has less than 8" minimum knee clearance near the top of the panel. {4.19.2} {Page 44, Figure 31}*

Agreed Solution: No action required.

- M. *The accessible stall latch is compliant and is 40-¼" above the floor. The coat hooks are mounted at non-compliant heights of 63" and 66" above the floor. {Page 18, Figure 5(a)}, {Page 19, Figure 6(b)}*

Agreed Solution: County will add a second coat hook at the proper height.

- O. *The toilet is located a non-compliant dimension of 17-1/2" from the stall side wall. {Page 43, Figure 30(a)}*

Agreed Solution: No action required.

- R. *The sidewall grab bar is a compliant 42" long. It is located a non-compliant height of 32-1/2" above the floor {Page 43, Figure 30(c)} and a compliant 11-1/2" from the back wall.*

Agreed Solution: No action required.

- S. *The rear wall grab bar is a compliant 36" long, located at the non-compliant height of 32-1/2" {Page 43, Figure 30(d)} and is located at the compliant dimension from the back wall of 5-½".*

Agreed Solution: No action required.

- T. *The toilet paper dispenser is located at the non-compliant height of 18-½" {Page 43, Figure 30(d)} and the front edge is located at the non-compliant position of 38" from the rear wall. {Page 43, Figure 30(d)}*

Agreed Solution: No action required.

49. Accessible Path of Travel to the Second Floor Courtroom Door in the Annex

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

Agreed Solution: No action required.

50. Second Floor Courtroom Door in the Annex

- B. *The right door is equipped with a push/pull mechanism and a closer with a non-compliant closing force of 6 lbs. {4.13.11(2)(b)} The door has a compliant closing period of 5.15 seconds.*

Agreed Solution: No action required.

54. Elevator in the Connector

- A. *There is a non-compliant loose mat at the C1 and A2 level of discharge. {4.5.3}*

Agreed Solution: No action required.

- B. *The C2 level of discharge in the connector does not have the required 60" clear floor area. It is encumbered on one corner by the curb and guard railing, allowing only 43" clear floor area. {4.2.3}*

Agreed Solution: No action required.

- C. *The following components were checked and found to be non-compliant:*

1. *Clearance between car platform and landing at 1 ¼" max. (A2 @ 1-5/16") {4.10.2},*

Agreed Solution: No action required.

2. *Height of centerline of hall call button required at 42" (C1 @ 43-1/8", A1 @ 41 ¾", C2 @ 41 ½", A2 @ 42 ½") {4.10.3},*

Agreed Solution: No action required.

3. *Centerline of jamb raised character at 60" above the floor (C1 @ 60" & 59 ¾", C2 @ 60 ¼" & 60 ¼", A2 @ 60 & 60 ½") {Page 33, Figure 20},*

Agreed Solution: No action required.

4. *Car control buttons are not lighted {4.10.12(2)},*

Proposed Solution: No action required.

5. *Center line of emergency controls at 35" minimum above the floor (29" with the emergency push alarm at 34 ½" above the floor) {Page 35, Figure 23(b)}.*

Proposed Solution: No action required.

56. 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.*

Agreed Solution: Provide directional signage at all non-accessible entrances in accordance with {4.1.2(7)(c)}.

57. 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.*

Agreed Solution: This item will be resolved in the renovation of the old courthouse.