

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 AS TO HICKMAN 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 Hickman 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 Hickman County Courthouse or the Hickman County Justice 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 Hickman County Courthouse or the Hickman Justice 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 Plaintiff 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' attorney 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, Hickman County does not waive its defense based on Plaintiffs' alleged lack of standing to seek injunctive relief against Hickman County since none of these Plaintiffs have ever attempted to access judicial proceedings that are offered in Hickman 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 Hickman County since none of these Plaintiffs has ever attempted to access judicial proceedings that are offered in Hickman 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 \$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 herein. 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.

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

HICKMAN COUNTY

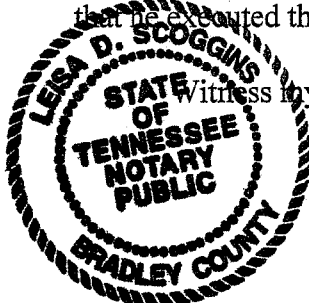
Plaintiff:

George Lane  
George Lane

2-14-05  
Date

STATE OF Tennessee  
COUNTY OF Bradley

Personally appeared before me, a Notary Public in and for the State and County aforesaid, personally appeared George Lane, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes herein contained.



Witness my hand and seal on this the 14<sup>th</sup> day of February 2005.

Notary Public

Leisa D. Scoggins

My Commission Expires: 8-24-2005

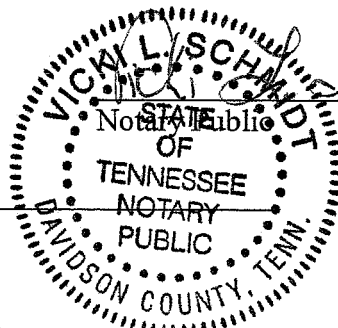
DATE:

2-7-05

Beverly Jones  
Plaintiff

On this the 7<sup>th</sup> day of Feb., 2005, personally appeared before me the above named known to me personally or made known to me by satisfactory proof, who was duly sworn and an oath executed the above verification.

My commission expires:

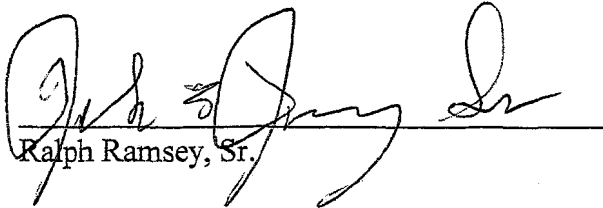


My Commission Expires JAN. 24, 2009



HICKMAN COUNTY

Plaintiff:

  
Ralph Ramsey, Sr.

2-23-05  
Date

STATE OF Florida  
COUNTY OF Citrus

Personally appeared before me, a Notary Public in and for the State and County aforesaid, personally appeared Ralph Ramsey, Sr., with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes herein contained.

Witness my hand and seal on this the 23<sup>rd</sup> day of February 2005.

Notary Public

  
Amy L. LoCascio

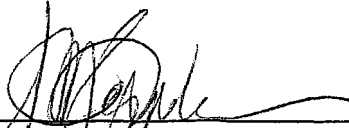
My Commission Expires: \_\_\_\_\_



Amy L. LoCascio  
My Commission DD282377  
Expires February 20, 2008

HICKMAN COUNTY

Plaintiff:

  
Ann Marie Zappola

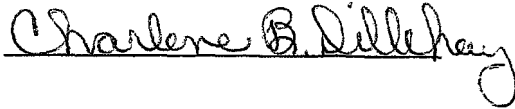
2/18/05  
Date

STATE OF TN  
COUNTY OF Dickson

Personally appeared before me, a Notary Public in and for the State and County aforesaid, personally appeared Ann Marie Zappola, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes herein contained.

Witness my hand and seal on this the 18<sup>th</sup> day of Feb, 2005.

Notary Public



My Commission Expires: January 27, 2007

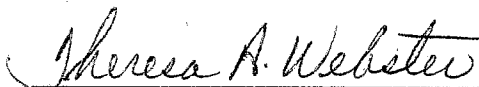
DATE:

2-15-05



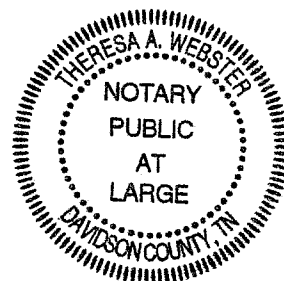
Russell Larson  
Plaintiff

On this the 15 day of February, 2005, personally appeared before me the above named known to me personally or made known to me by satisfactory proof, who was duly sworn and an oath executed the above verification.



Notary Public

My commission expires: 9-20-08



DATE:

2/15/2005

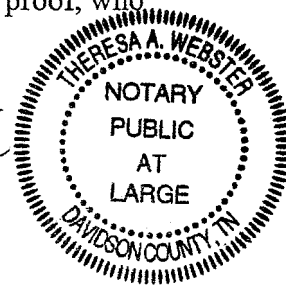
Dennis Cantrell

Dennis Cantrell  
Plaintiff

On this the 15 day of February, 2005, personally appeared before me the above named known to me personally or made known to me by satisfactory proof, who was duly sworn and an oath executed the above verification.

Theresa A. Webster

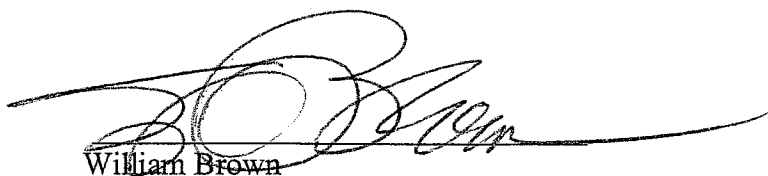
Notary Public



My commission expires: 9-20-08

DATE:

2/7/05

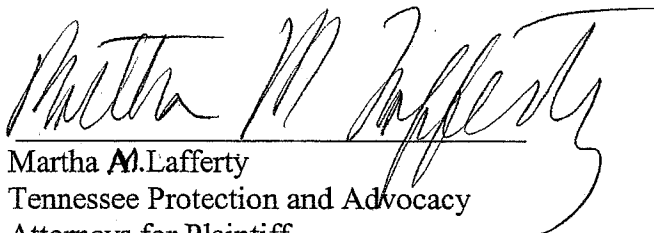


William Brown

Attorneys for Plaintiff

DATE:

2/07/2005



Martha M. Lafferty

Tennessee Protection and Advocacy  
Attorneys for Plaintiff

DATE:

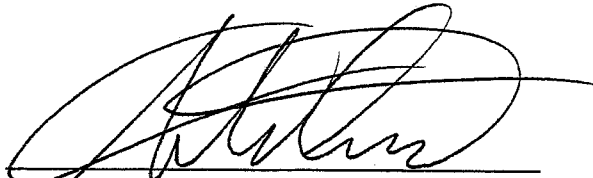
2/16/05



Linda Dardarian

Attorneys for Plaintiff

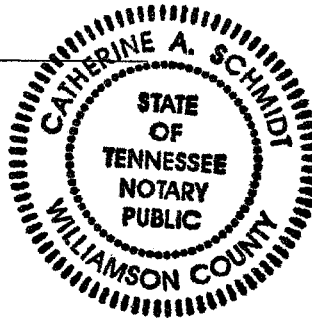
Date: 1-25-05

  
On behalf of Hickman County, Defendant

On this the 25 day of January, 2005, personally appeared before me the above named known to me personally or made known to me by satisfactory proof, who was duly sworn and an oath executed the above verification.

  
Notary Public

My commission expires: \_\_\_\_\_



MY COMMISSION EXPIRES AUGUST 12, 2008

APPENDIX A TO ADA COMPLIANCE  
AGREEMENT  
AS TO  
JUDICIAL SERVICES  
  
FOR  
  
HICKMAN COUNTY COURTHOUSE

This document reflects the modifications that will be made to the Hickman County Justice Center per the agreement of the parties. It is the understanding of the parties that the corrections identified by this agreement shall be executed and completed as per the Settlement Agreement.



1. JUSTICE CENTER DESIGNATED PARKING

- A. There are (4) designated parking spaces (DP-1, DP-2, DP-3, and DP-4) around the front of the building adjacent to the main entrance and (1) space (DP-5) on the East side of the building adjacent to a side entrance designated for employees only. The (4) spaces located at the main entrance are evenly split with (2) spaces located on each side of the main entrance to the building, each pair sharing a common access aisle. Both access aisles were non-compliant in width for van accessible parking {4.1.2(5)(b)} although one of the parking spaces, DP-2, being 16'-8" wide, was wide enough to accommodate van parking. There is a compliant quantity of designated parking spaces. Out of a total of (92) marked parking spaces there were (5) spaces designated as handicap parking spaces.

**Agreed Solution: Provide 4 compliant spaces.**

- B. There was handicap parking designations painted on each of the (5) parking space surfaces, but no compliant post or building mounted parking signs were present at any of the spaces. {4.6.4}

**Agreed Solution: Provide either post or building mounted parking signs.**

- C. The designated parking space DP-1 is compliant in size being 12'-5" wide by 19'-10" long. This parking space has compliant cross slopes varying between 0.00% and 1.45% and compliant running slopes varying between 1.1% and 1.79%.

**Agreed Solution: See 1A.**

- D. The designated parking space DP-2 is compliant in size being 16'-8" wide by 19'-10" long. This parking space has non-compliant cross slopes varying between 0.59% and 2.1% {4.6.3} and non-compliant running slopes varying between 2.0% and 3.4%. {4.6.3}

**Agreed Solution: See 1A.**

- E. The common access aisle between designated parking spaces DP-1 and DP-2 is compliant in size for a non van accessible space being 5'-0" wide. This access aisle has compliant cross slopes varying between 0.00% and 1.60% and non-compliant running slopes varying between 1.66% and 2.24%. {4.6.3}

**Agreed Solution: See 1A.**

- F. The designated parking space DP-3 is compliant in size being 11'-8" wide by 20'-0" long. This parking space has non-compliant cross slopes varying between 3.09% and 4.04% {4.6.3} and non-compliant running slopes varying between 5.95% and 6.00%. {4.6.3}

**Agreed Solution: See 1A.**

- G. The designated parking space DP-4 is compliant in size being 12'-2" wide by 20'-0" long. This parking space has non-compliant cross slopes varying between 2.05% and 2.62% {4.6.3} and non-compliant running slopes varying between 5.95% and 6.00%. {4.6.3}

**Agreed Solution: See 1A.**

- H. The common access aisle between designated parking spaces DP-3 and DP-4 is 7'-7" wide which is a non-compliant size for van accessibility. {Page 26, Fig 9} This aisle has non-compliant cross slopes varying between 2.11% and 3.60% {4.6.3} and non-compliant running slopes varying between 4.57% and 5.60%. {4.6.3}

**Agreed Solution: See 1A.**

- I. The designated parking space DP-5 is compliant in size being 9'-0" wide by 20'-0" long. This parking space has non-compliant cross slopes varying between 4.89% and 6.17% {4.6.3} and non-compliant running slopes varying between 2.85% and 3.20%. {4.6.3}

**Agreed Solution: Remove designation of parking space as handicapped accessible.**

- J. The access aisle for designated parking space DP-5 is compliant in size being 5'-0" wide. This aisle has non-compliant cross slopes varying between 4.0% and 5.0% {4.6.3} and non-compliant running slopes varying between 2.36% and 2.71%. {4.6.3}

**Agreed Solution: Remove designation of parking space as handicapped accessible.**

2. ACCESSIBLE PATH OF TRAVEL FROM THE DESIGNATED PARKING SPACES TO THE MAIN FRONT ENTRANCE

- A. The built-up curb ramp at parking spaces DP-1 and DP-2 is a compliant 3'-11" wide and has compliant cross slopes between 0.00% and 0.80% and compliant running slopes varying between 7.0% and 8.5%. This curb ramp however has non-compliant flared sides of 10.8% and 12.3%. {4.7.5} The built-up curb ramp is also non-compliant because it does not have the required detectable warnings. {4.7.7}

**Agreed Solution: See 1A; however, no detectable warnings required.**

- B. The following items are for parking spaces DP-1 and DP-2.  
C. The landing area at the top of the built-up curb ramp is compliant in size.  
D. The path of travel along the sidewalk from the built-up curb ramp landing to the right hand entrance ingress doors that open into the building has a compliant slope of 0.30%.  
E. The built-up curb ramp at parking spaces DP-3 and DP-4 is a compliant 3'-11" wide and has non-compliant cross slopes varying between 3.04% and 4.09% {4.7.2} and non-compliant running slopes varying between 14.5% and 15.7%. {4.7.2} This ramp also has non-compliant flared sides of 10.2% and 24.3%. {4.7.5} The built-up curb ramp is non-compliant because it does not have the required detectable warnings. {4.7.7}

**Agreed Solution: See 1A; however, no detectable warnings required.**

- F. The following items are for parking spaces DP-3 and DP-4.  
G. The landing area at the top of the built-up curb ramp is compliant in size.  
H. The path of travel along the sidewalk from the top of the built-up curb ramp landing at parking spaces DP-3 and DP-4 to the left hand entrance doors has a non-compliant slope of 5.93% {4.3.7} and does not have the required handrails. {4.8.5}

**Agreed Solution: See 1A.**

- I. The built-up curb ramp at parking space DP-5 is a compliant 4'-0" wide and has non-compliant cross slopes between 4.25% and 5.0% and non-compliant running slopes varying between 10.19% and 10.69%. This curb ramp has non-compliant flared sides of 11.2% and 24.9%. {4.7.5} The built-up curb ramp is also non-compliant because it does not have the required detectable warnings. {4.7.7}

**Agreed Solution: Remove designation of parking space as handicapped accessible.**

- J. The following items are for parking space DP-5.
- K. The landing area at the top of the built-up curb ramp is compliant in size.
- L. The path of travel along the sidewalk from the top of the built-up curb ramp landing to the entrance door has a compliant slope of 3.89%.

3. FRONT AND SIDE ENTRANCE

- A. The Front Entrance into the building is by way of two sets of double leaf 36" aluminum doors with compliant clear openings of 34" at each leaf. The right hand most set of doors swing into the building and the left hand most set of doors swing out of the building.
- B. The right hand leaf of the right hand most set of doors has a compliant closing period of 4.16 seconds and a smooth and compliant threshold. The left hand leaf on this set of doors was locked. These doors do however have a non-compliant loose mat just inside the building encumbering traffic {4.5.3} and a non-compliant ground area in front of the doors on the exterior of the building due to cross slopes varying up to 0.17% and running slopes varying up to 2.00%. {4.13.6}
- C. The left hand leaf of the left hand most set of doors (tested from the inside of the building – locked from the exterior) has a compliant closing period of 3.25 seconds and the right hand leaf of the same set of doors (tested from the inside of the building – locked from the exterior) has a compliant closing period of 3.34 seconds and a smooth and compliant threshold. These doors do however have a non-compliant loose mat just inside the building encumbering traffic {4.5.3} and a non-compliant ground area in front of the doors on the exterior of the building due to cross slopes varying 0.17% and running slopes varying up to 2.60%. {4.13.6}
- D. The Side Entrance into the building is by way of a double leaf 36" aluminum door with compliant clear openings of 34" at each leaf. The door has a smooth and compliant threshold. This door does however have a non-compliant loose mat just inside the building encumbering traffic {4.5.3} and a non-compliant ground area in front of the door on the exterior of the building due to cross slopes varying up to 0.17% and running slopes varying up to 2.40%. {4.13.6}

**Agreed Solution: Remove or secure mats; otherwise no action required.**

4. PATH OF TRAVEL FROM THE MAIN ENTRANCE TO THE COURTROOMS

- A. The path of travel from the main building entrance to Courtrooms "A", "B", and "C", Court Clerk's Office, Witness Rooms, public telephone and toilets, and Clerk and Master's Office is accomplished by traveling through the main entrance lobby, which is clear and unencumbered, then through a set of compliant double 36" wide doors into a clear and unencumbered main corridor which leads to the judicial spaces.

**Agreed Solution: No action required; Compliant with ADA.**

5. COURTROOM "A" ENTRANCE

- A. Courtroom "A" is accessed off the main corridor through a pair of compliant, fire rated 36" doors which open out into the corridor. The right hand leaf, viewed from the corridor side, has a compliant closing period of 5.87 seconds. The left hand leaf has a compliant closing period also. There is not a push/pull force requirement for these doors since they are fire rated. These doors have compliant lever handle hardware, and a closer.
- B. The threshold at these doors is smooth and compliant.
- C. This door had compliant signage mounted at the compliant location adjacent to the entrance door to Courtroom "A" and mounted a compliant 60" above the floor. It has compliant 5/8" high letters and Braille.

**Agreed Solution: No action required; Compliant with ADA.**

6. COURTROOM "A"

- A. Courtroom "A" will seat approximately (103) people in the wooden pew area and an additional (14) in the movable chairs in the judicial area for a total of approximately (117). The ADA requires (4) compliant wheelchair locations to be provided. The assembly room size is 34'-4" by 53'-1" or approximately 1,823 square feet.
- B. There are (2) areas within the courtroom visitors seating area where a total of (2) wheelchairs can be parked, one in each area, both being compliant in access and size. One area is at the rear of the courtroom on the right just as one enters the courtroom. This area measures a compliant 54" wide by 84" long and the second location is at the front of the courtroom and is a compliant 36" wide by 48" long. This courtroom is non-compliant in providing only (2) of the (4) required wheelchair locations. {4.1.3(19)(a)}

**Agreed Solution: County has two 30 inch wide removable sections of bench in courtroom which will be utilized when needed to provide 2 additional wheelchair locations.**

7. PATH OF TRAVEL TO COURTROOM "A" WITNESS STAND AND JURY BOX

- A. The Jury Box and Witness Stand are both located at the front of the Courtroom in the judicial area and are accessed by traversing down the main center aisle which is a compliant 5'-3" wide, which leads to the bar rail. At this point one must pass through a gate in the bar rail which measures a compliant 33" clear and has a compliant (1) lb push/pull pressure and leads into a clear and compliant area which leads directly to the Jury Box and Witness Stand.

**Agreed Solution: No action required; Compliant with ADA.**

8. COURTROOM "A" WITNESS STAND

- A. Entrance into the Witness Stand is through a compliant clear opening width of 41-1/4".
- B. There is (1) 6" non-compliant step up into the Witness Stand. {4.5.2} At the toe of this riser is a covered cable that could be considered a tripping hazard.
- C. The Witness Stand is compliant in size being 68" by 70".
- D. The counter height is a compliant 29" high with a compliant clearance underneath the apron of 27-1/2" to the floor.

**Agreed Solution: County agrees to comply with state ADA Protocol as to witness stands.**

9. COURTROOM "A" JURY BOX

- A. The Jury Box is accessed through a compliant gate which measures 33" clear.
- B. The Jury Box leads to a clear and unencumbered space measuring a compliant 89" by 111" with ample room for wheelchair maneuvering. There is a movable table and chairs in this area that could be relocated, allowing a person in a wheelchair to be located immediately adjacent to the jurors who are seated on a raised platform.

**Agreed Solution: No action required; Compliant with ADA.**

10. PATH OF TRAVEL FROM COURTROOM "A" JURY BOX TO JURY ROOM

- A. The path of travel from the Jury Box is through a 36" wide compliant door directly out of the Jury Box that leads into a compliant unencumbered private access corridor, which leads directly to the Jury Room.
- B. The Jury Box door is a compliant 36" wide with compliant lever hardware.
- C. The Jury Box door has a compliant closing period of 7.03 and a compliant clear floor space on the push and pull side of the door.
- D. This door had compliant signage mounted at the compliant location and distance above the floor. It has compliant 5/8" high letters and Braille.

**Agreed Solution: No action required; Compliant with ADA.**

11. JURY ROOM ENTRANCE

- A. The signage at the Jury Room door was a compliant 60" above the floor and was

- mounted at the compliant location. It had lettering that was a compliant 5/8" high and Braille.
- B. The Jury Room is entered through a 36" compliant fire rated door with compliant lever handle hardware and a closer. There is not a push/pull force requirement for these doors since they are fire rated.
  - C. The closing period was a compliant 3.34 seconds.
  - D. The threshold was smooth and compliant.
  - E. The Jury Room door has a compliant pull side clearance of 25" and a compliant push side clearance.

**Agreed Solution: No action required; Compliant with ADA.**

12. JURY ROOM

- A. The floor area within the Jury Room was clear and unencumbered.
- B. The coat rod within the Jury Room was at the non-compliant height of 66-7/8" above the floor. (4.2.6)

**Agreed Solution: Coat rod will be moved to the appropriate height.**

- C. The shelf above the coat rod is at the non-compliant height of 71-5/8" above the floor. (4.2.6)

**Agreed Solution: Shelf above coat rod will be moved to the appropriate height.**

- D. The countertop at the kitchenette was at a compliant 34" above the floor.
- E. The sink within the kitchenette countertop had non-compliant handles which require pinching, grasping, and twisting. {4.19.5} The center line of the sink was located a compliant 15-1/2" from the face of the adjacent wall.

**Agreed Solution: Replace handles with compliant hardware.**

13. MEN'S TOILET ROOM ENTRANCE IN THE JURY ROOM

- A. The Men's Jury Room Toilet Room is accessed directly from within the Jury Room and has a clear and unencumbered path of travel.
- B. The signage at the Men's Toilet Room door was a compliant 60" above the floor and was mounted at the compliant location. It had lettering that was a compliant 5/8" high, a complaint figure that was 3-1/2" high, and Braille.
- C. The door was a fully compliant 36" wide door with lever handle hardware and no

closer.

- D. The push and pull side clearances were compliant.

**Agreed Solution: No action required; Compliant with ADA.**

14. JURY ROOM MEN'S TOILET ROOM

- A. The path of travel within the toilet room was encumbered by a wall mounted paper towel dispenser that protrudes a non-compliant 9-5/8" from the face of the wall. {4.4.1} The paper towel dispenser handle was a compliant 50-1/2" above the floor.
- B. The toilet room size was 67" by 63" and was non-compliant by approximately 12", since it did not have the required 60" diameter maneuvering space. {4.2.3}
- C. The sink was fully compliant in all respects. The center line of the sink was a compliant 16" from the face of the adjoining wall.
- D. The soap dispenser was at a compliant 44-1/4" above the floor.
- E. The bottom edge of the reflective surface of the mirror was a non-compliant 40-3/4" above the floor. {4.19.6}
- F. The toilet seat was a compliant 17-1/2" above the floor and the centerline of the toilet was a compliant 18" from the face of the adjoining wall.
- G. The flush valve pressure was a compliant 4 lbs. and was located on the compliant side of the toilet room.
- H. The toilet paper dispenser was a non-compliant 37-7/8" from the back wall {Page 43, Figure 30(d)} and a compliant 19" from the floor.
- I. The side grab bar was a compliant 54-5/8" long and was continuous to the back wall. It is a compliant 33-5/8" above the floor.
- J. The rear wall grab bar was a non-compliant 25" long {4.16.4} and a non-compliant 7-3/8" from the side wall. {Page 43, Figure 30 (a)} The grab bar was a compliant 33-1/2" above the floor.

**Agreed Solution: County will provide one accessible unisex toilet room with proper signage.**

15. WOMEN'S TOILET ROOM ENTRANCE IN THE JURY ROOM

- A. The Women's Jury Room Toilet Room is accessed directly from within the Jury Room and has a clear and unencumbered path of travel.
- B. The signage at the Women's Toilet Room door was a compliant 60" above the floor and was mounted at the compliant location. It had lettering that was a compliant 5/8" high, a complaint figure that was 3-1/2" high, and Braille.
- C. The door was a fully compliant 36" door with lever handle hardware and no closer.
- D. The push and pull side clearances were compliant.



**Agreed Solution: No action required; Compliant with ADA.**

**16. JURY ROOM WOMEN'S TOILET ROOM**

- A. The path of travel within the toilet room was encumbered by a wall mounted paper towel dispenser that protruded a non-compliant 9-5/8" from the face of the wall. {4.4.1} The paper towel dispenser handle was at a compliant 51" above the floor.
- B. The toilet room size was 62-5/8" by 66" and was non-compliant by approximately 10", since it did not have the required 60" diameter maneuvering space. {4.2.3}
- C. The center line of the sink was a non-compliant 12" from the face of the adjoining wall. {4.19.3 and Page 44, Fig. 32} However, the sink was compliant in all other respects.
- D. The soap dispenser was at a compliant 45-1/4" above the floor.
- E. The bottom edge of the reflective surface of the mirror was a non-compliant 40-3/4" above the floor. {4.19.6}
- F. The toilet seat was a compliant 17-3/4" above the floor.
- G. The centerline of the toilet was a non-compliant 17" from the face of the adjoining wall {Page 42, Figure 28}.
- H. The flush valve was located on the compliant side of the toilet room and had a compliant activation pressure of 4-1/2 lbs.
- I. The toilet paper dispenser was a non-compliant 37-5/8" from the back wall {Page 43, Figure 30(d)} and a non-compliant 18-5/8" above the floor. {Page 42, Figure 29(b)}
- J. The side grab bar was a compliant 54-1/2" long and was continuous to the back wall. It is a compliant 33-1/4" above the floor.
- K. The rear wall grab bar was a non-compliant 25" long {4.16.4} and was a non-compliant 7-1/4" from the side wall. {Page 43, Figure 30 (a)} The grab bar was a compliant 33-1/4" above the floor.

**Agreed Solution: As identified in item 14 above, County will provide one accessible unisex restroom with proper signage.**

**17. COURTROOM "B" ENTRANCE**

- A. Courtroom "B" is accessed off of the main corridor through a pair of compliant fire rated 36" doors which open out into the corridor. The right hand leaf, viewed from the corridor side, has a compliant closing period of 4.03 seconds, and the left hand door's closing period is a compliant 5.63 seconds. There is not a push/pull force requirement for these doors since they are fire rated. These doors have compliant lever handle hardware, and a closer.
- B. The threshold at these doors is smooth and compliant.
- C. Adjacent to the entrance door to Courtroom "B" is a compliant room designation

sign that is 60" above the floor with compliant 5/8" letter and Braille.

**Agreed Solution: No action required; Compliant with ADA.**

18. COURTROOM "B"

- A. Courtroom "B" will seat approximately (72) people in the wooden pew area, an additional (19) in the movable chairs, (6) at the rear and (13) at the front of the courtroom, for a total of approximately (91). The ADA requires (4) compliant wheelchair locations to be provided. The assembly room size is 28'-7" by 47'-8" or approximately 1,362 square feet.
- B. There are (2) areas within the courtroom visitors' seating area where a total of (2) wheelchairs can be parked, both being a compliant 36" wide by 48" long and fully accessible. One area is at the rear of the courtroom on the right just as one enters and the second location is at the front of the courtroom. This Courtroom is non-compliant in providing only (2) of the (4) required wheelchair locations. {4.1.3(19)(a)}

**Agreed Solution: County has a 30 inch wide removable section of bench in courtroom which will be utilized when needed to provide additional wheelchair location.**

19. PATH OF TRAVEL TO COURTROOM "B" WITNESS STAND AND JURY BOX

- A. The Jury Box and Witness Stand are both located at the front of the courtroom in the judicial area and are accessed by traversing down the main center aisle which is a compliant 49" wide, which leads to the bar rail. At this point one must pass through a gate in the bar rail which measures a compliant 33-1/4" clear and has a compliant (1) lb push/pull pressure. Once in the judicial area one has a clear and unobstructed path of travel to the Witness Stand and Jury Box having to pass through a compliant 47-1/4" passageway.

**Agreed Solution: No action required; Compliant with ADA.**

20. COURTROOM "B" WITNESS STAND

- A. Entrance into the Witness Stand is through a compliant clear opening width of 42-1/2".
- B. There is (1) 6-1/4" non-compliant step up into the Witness Stand. {4.5.2} At the toe of this riser is a covered cable that could be considered a tripping hazard.
- C. The Witness Stand is a non-compliant size of 59" by 71". {4.2.3}
- D. There is a movable table on the Witness Stand with the top at a non-compliant height of 27-3/4" above the floor {4.32.4} and the underside knee clearance at a non-compliant 26-1/2" above the floor. {4.32.3}

**Agreed Solution: County agrees to comply with State ADA Policy regarding witness stands.**

21. COURTROOM "B" JURY BOX

- A. The Jury Box is accessed through a compliant gate which measures 33-1/4" clear.
- B. This gate leads to a clear and unencumbered space measuring a compliant 89" by 74" with ample room for wheelchair maneuvering.
- C. There is a movable table and chairs in this area that could be relocated, allowing a person in a wheelchair to be located immediately adjacent to the jurors who are seated on a raised platform.

**Agreed Solution: No action required; Compliant with ADA.**

22. PATH OF TRAVEL FROM COURTROOM "B" JURY BOX TO JURY ROOM

- A. The path of travel from the Courtroom to the Jury Box is through a 36" wide compliant door directly out of the Jury Box that leads into a compliant unencumbered private access corridor which leads directly to the Jury Room.
- B. The Jury Box door is a compliant 36" wide door with compliant lever hardware.
- C. The Jury Box door has a compliant clear floor space on the push and pull side of the door.
- D. This door had compliant signage mounted at the compliant location and distance above the floor. It had compliant 5/8" high letter and Braille.

**Agreed Solution: No action required; Compliant with ADA.**

23. ENTRANCE INTO COURTROOM "C"

- A. Courtroom "C" is accessed off of the main corridor through a pair of compliant fire rated 36" doors which open out into the corridor. The left hand leaf, viewed from the corridor side, is the active leaf and has a closing period of 3.81 seconds.
- B. The right hand leaf is inactive. There is not a push/pull force requirement for this door since it is fire rated. This door has a compliant lever handle and a closer. The threshold at this door is smooth and compliant.
- C. Adjacent to the entrance door to Courtroom "C" is a compliant room designation sign that is 60" above the floor with compliant 5/8" letter and Braille.

**Agreed Solution: No action required; Compliant with ADA.**

24. COURTROOM "C"

- A. Courtroom "C" has all movable furnishings throughout including benches, chairs and tables. This courtroom will seat approximately (24) people in the wooden bench area and an additional (8) in the movable chairs for a total of approximately (32). The ADA requires (2) compliant wheelchair locations to be provided. The assembly room size is 25'-3" by 34'-7" or approximately 873 square feet.
- B. Since this courtroom is comprised wholly of movable furnishings, there is ample room for the (2) required spaces with the flexibility to rearrange the furnishings to accommodate wheelchairs positions as required.

**Agreed Solution: No action required; Compliant with ADA.**

25. PATH OF TRAVEL TO THE PUBLIC TELEPHONE IN THE MAIN CORRIDOR

- A. The path of travel to the public telephone is along the clear and unencumbered main corridor. It is easily accessed by Courtroom "A", "B", and "C", Witness Rooms No.1 through No. 6, and all offices located on the main corridor.

**Agreed Solution: No action required; Compliant with ADA.**

26. PUBLIC TELEPHONE IN THE MAIN CORRIDOR

- A. The public telephone is accessed off of the main corridor in the vicinity of Courtrooms "B" and "C" and is located in a short dedicated corridor with a non-compliant clear entrance width of 33" {4.3.3} at one end and a compliant clear entrance width of 38-1/4" at the opposite end of the dedicated corridor.
- B. The corridor in which the telephone is located is a compliant 36" clear in width.
- C. The telephone's coin slot and volume control are located at the non-compliant height of 55-1/2" above the floor. {4.2.6} {Page 19, Figure 6(b)}
- D. The phone chord length is a compliant 32".
- E. The identifying signage for the telephone is mounted at the compliant height of 60" above the floor and has compliant 5/8" letters and Braille. The sign is mounted at the compliant location.

**Agreed Solution: No action required.**

27. PATH OF TRAVEL TO THE DRINKING FOUNTAIN IN THE MAIN CORRIDOR

- A. The path of travel to the drinking fountain is along the clear and unencumbered main corridor. It is easily accessed by Courtroom "A", "B", and "C", Witness

Rooms No.1 through No. 6, and all offices located on the main corridor.

**Agreed Solution: No action required; Compliant with ADA.**

28. DRINKING FOUNTAIN IN THE MAIN CORRIDOR

- A. The drinking fountain is located in an alcove in the main corridor wall. This alcove is a compliant 19-1/8" deep.
- B. The drinking fountain's center line is located a non-compliant 14-1/2" from the side wall. {4.15.5 & Page 41, Figure 27(b)}
- C. The overall depth of the unit from the face of the wall at the top is a compliant 18-1/4".
- D. The spout height is located a compliant 36" above the floor.
- E. The unit has the control buttons located at the compliant front and side locations.
- F. The unit has the spout located at the compliant location at the front of the unit.
- G. The flow of water from the spout is a compliant 5" high.
- H. The clearance below the apron to the floor is a non-compliant 26-3/4". {Page 41, Figure 27(a)}
- I. The horizontal depth of the apron is a compliant 9-3/4".
- J. The unit projects horizontally from the face of the wall just above the floor a compliant 6-5/8".
- K. The clearance at the bottom of the unit above the floor is a compliant 10-3/8".

**Agreed Solution: No action required.**

29. PATH OF TRAVEL TO THE FIRE EXTINGUISHER IN THE MAIN CORRIDOR

- A. The fire extinguisher in the main corridor is located in close proximity to the double doors between the entrance lobby and the main corridor and is clear and unencumbered.

**Agreed Solution: No action required; Compliant with ADA.**

30. FIRE EXTINGUISHER IN THE MAIN CORRIDOR

- A. The fire extinguisher cabinet handle is located at a compliant 53" above the floor.
- B. The fire extinguisher is located a non-compliant 60-1/2" above the floor. {Page 19, Figure 6(b)}
- C. The fire extinguisher cabinet door opening force is a non-compliant 8 lbs. pressure to open. {4.13.11}

**Agreed Solution: An additional fire extinguisher will be placed on the wall adjacent to the existing fire extinguisher cabinet;**

**otherwise no action required.**

31. *PATH OF TRAVEL TO WITNESS ROOMS NO. 1, 2, 3, 4, 5, AND 6*

- A. The path of travel to Witness Rooms No. 1, 2, 3, 4, 5, and 6 from the main front entrance doors, entrance lobby, and from Courtrooms "A", "B", and "C" is by way of the clear and unencumbered main corridor. Witness Rooms No. 2, 3, and 4 are located off of the main corridor in a secondary clear and compliant corridor.
- B. Since only three of the six Witness Rooms, Rooms 1, 2, and 3, are compliant in size and maneuvering clearances, these rooms should be identified with compliant accessible signage. {4.30.7}

**Agreed Solution: No action required; Compliant with ADA.**

32. *WITNESS ROOM NO. 1 ENTRANCE DOOR*

- A. The identifying signage for this room was located at compliant 60" above the floor, complaint location, and had compliant 5/8" high letters and Braille.
- B. Entrance into Witness Room No. 1 is through a fire rated compliant 36" door with compliant lever hardware.
- C. The closing period for this door is a compliant 6.19 seconds. Since this door is fire rated it does not have a required push/pull opening pressure.

**Agreed Solution: No action required; Compliant with ADA.**

33. *WITNESS ROOM NO. 1*

- A. This room is a compliant 60-1/2" wide although encumbered with movable furniture.

**Agreed Solution: No action required; Compliant with ADA.**

34. *WITNESS ROOM NO. 2 ENTRANCE DOOR*

- A. The identifying signage for this room was located a compliant 60" above the floor, at a compliant location, and had compliant 5/8" high letters and Braille.
- B. Entrance into Witness Room No. 2 is through a fire rated compliant 36" door with compliant lever hardware and 33" clear opening.
- C. Since this door is fire rated it does not have a required push/pull opening pressure.

**Agreed Solution: No action required; Compliant with ADA.**

35. WITNESS ROOM NO. 2

- A. This room is a compliant 73-3/4" wide by 89" long and has the required maneuvering space therein.

**Agreed Solution: No action required; Compliant with ADA.**

36. WITNESS ROOM NO. 3 ENTRANCE DOOR

- A. The identifying signage for this room was located at a compliant 60" above the floor, at a compliant location, and had compliant 5/8" high letters and Braille.
- B. Entrance into Witness Room No. 3 is through a fire rated compliant 36" door with compliant lever hardware.
- C. The closing period for this door is a compliant 5.09 seconds. Since this door is fire rated it does not have a required push/pull opening pressure.

**Agreed Solution: No action required; Compliant with ADA.**

37. WITNESS ROOM NO. 3

- A. This room is a compliant 73-3/4" wide by 89" long and has the required maneuvering space therein.

**Agreed Solution: No action required; Compliant with ADA.**

38. WITNESS ROOM NO. 4 ENTRANCE DOOR

- A. The identifying signage for this room was located at a compliant 60" above the floor, at a compliant location, and had compliant 5/8" high letters and Braille.
- B. Entrance into Witness Room No. 4 is through a fire rated compliant 36" door with compliant lever hardware.
- C. The closing period for this door was not taken because this room was not being used as a Witness Room.

**Agreed Solution: No action required; Compliant with ADA.**

39. WITNESS ROOM NO. 4

- A. This room, while compliant in size, was not being used as a Witness Room but rather a storage room, completely encumbered with stored materials.

**Agreed Solution: No action required; Compliant with ADA.**

40. WITNESS ROOM NO. 5 ENTRANCE DOOR

- A. The identifying signage for this room was located at a compliant 60" above the floor, at a compliant location, and had compliant 5/8" high letters and Braille.
- B. Entrance into Witness Room No. 5 is through a fire rated compliant 36" door with compliant lever hardware with 33" clear opening.
- C. The closing period for this door is a compliant 3.66 seconds. Since this door is fire rated it does not have a required push/pull opening pressure.

**Agreed Solution: No action required; Compliant with ADA.**

41. WITNESS ROOM NO. 5

- A. This room is a compliant 64" wide by 101-1/2" long but has a non-compliant 42" deep entrance alcove on the pull side of the door. {Page 38, Figure 25(c)}

**Agreed Solution: No action required**

42. WITNESS ROOM NO. 6 ENTRANCE DOOR

- A. The identifying signage for this room was located at a compliant 60" above the floor, at a compliant location, and had compliant 5/8" high letters and Braille.
- B. Entrance into Witness Room No. 6 is through a fire rated compliant 36" door with compliant lever hardware.
- C. This door has a non-compliant pull side clearance of 5-1/2". {4.13.6}
- D. The closing period for this door is a compliant 6.03 seconds. Since this door is fire rated it does not have a required push/pull opening pressure.

**Agreed Solution: No action required.**

43. WITNESS ROOM NO. 6

- A. This room has a non-compliant entrance alcove space on the pull side of the door measuring 45" wide by 47" deep that one must pass through to get to the room. {Page 38, Figure 25(a)}
- B. This room is a non-compliant 54-1/2" wide by 67" deep. {4.2.3}

**Agreed Solution: No action required.**



44. PATH OF TRAVEL TO MEN'S PUBLIC TOILET ROOM IN THE MAIN CORRIDOR

- A. The Men's Public Toilet Room is accessed directly off of the main entrance corridor and has a clear and unencumbered path of travel to the Courtrooms and Witness Rooms along that corridor.

**Agreed Solution: No action required; Compliant with ADA.**

45. MEN'S PUBLIC TOILET ROOM ENTRANCE DOOR

- A. The signage at the Men's Public Toilet entrance door was installed at the compliant 60" height and at the compliant location. The character was the compliant height of 3-1/2", the letters were the compliant height of 5/8", it had Braille, and it included the international handicap symbol.
- B. Entrance into the Men's Public Toilet is through a compliant 36" fire rated door with compliant lever hardware and a closer with a compliant closing period of 5.03 seconds.  
Since this door is fire rated it does not have a required push/pull opening pressure.
- C. The threshold at this door was smooth and compliant.

**Agreed Solution: No action required; Compliant with ADA.**

46. MEN'S PUBLIC TOILET ROOM

- A. The door opens into a compliant access way that measures 49-1/2" wide leading to the sink counter and urinals. The floor space on the inside of the door is clear and unencumbered.
- B. The accessible floor area in front of the sink was compliant but the sink was not marked as a compliant fixture. Since there was only one handicap sink with compliant insulated pipes grouped with multiple sinks, it becomes non-compliant. This one sink should be identified with a compliant sign designating it as the compliant fixture so that someone in a wheelchair would be less likely use a sink without insulated pipes. {4.22.6}
- C. The bottom of the electric hand dryer is mounted at the compliant height of 44-3/4" above the floor.
- D. The height of the sink counter above the floor is a compliant 33-3/8".
- E. The under side clearance at the sink counter is a non-compliant 28-3/8" above the floor. {4.19.2}
- F. The sink had a compliant single lever valve.
- G. The height of the bottom edge of the reflective surface of the mirror is 4-7/8" above the sink counter which adds up to be a compliant 38-1/4" above the floor.

- H. The sink counter had soap dispensers mounted in and sitting on top of the counter, both of which were compliant.

**Agreed Solution: Will insulate all sinks rather than provide signage; Otherwise no action required.**

46. MEN'S PUBLIC TOILET ROOM – CONTINUED

- I. The clear access opening to the urinal, between the toilet partition pilaster and the wall, is a non-compliant 28-5/8", {4.18.3} less the end face width projection and the fixture is 13-1/2" from the wall. This results in a non-compliant, clear floor space in front of the urinal. {4.18.3} There is 54-1/2" clear from the urinal screen to the sink counter face.
- J. The urinal had a compliant elongated bowl.
- K. The rim of the urinal was a compliant 17" above the floor.
- L. The urinal valve was mounted at the non-compliant height of 45" above the floor. {4.18.4}
- M. The urinal valve activation force is a compliant 4 lbs.
- N. The room has the required clear floor area.
- O. The path of travel to the accessible toilet stall area is a compliant 47-1/2".
- P. The toilet stall measures a non-compliant 58-1/2" wide by 60-1/2" deep. {Page 43, Figure 30(a)}
- Q. The clear toilet stall opening width is a compliant 34".
- R. The toilet stall door hardware is compliant but the coat hook on the door is at the non-compliant height of 62" above the floor. {Page 19, Figure 5(b)}
- S. The toilet paper dispenser is a double roll dispenser with the leading edge of the roll closest to the back wall at a non-compliant 38-5/8" from the back wall. {Page 43, Figure 30(d)}
- T. The center line of the toilet paper dispenser is a non-compliant 18-3/4" above the floor. {Page 42, Figure 29(b)}.
- U. The side wall grab bar is a compliant 54-3/4" long which is continuous to the back wall and is located a compliant 33" from the floor.
- V. The rear wall grab bar is a non-compliant 25" long {4.16.4}, is a non-compliant 6-3/4" clear from the side wall {Page 42, Figure 29(a)}, and is located a non-compliant 32-3/4" from the floor. {Page 43, Figure 30 (d)}
- W. The toilet seat is a compliant 18" above the floor.
- X. The center line of the toilet is a compliant 18" from the side wall.
- Y. The flush valve activation force is a compliant 4 lbs. and is on the wide side of the stall.

**Agreed Solution: Relocate urinal and urinal valve; lower coat hook on the toilet stall door; move the toilet paper dispenser to appropriate ADA level; provide a 36 inch long grab bar at the**

**rear of the toilet and place it appropriately; otherwise no action required.**

**47. PATH OF TRAVEL TO WOMEN'S PUBLIC TOILET ROOM IN THE MAIN CORRIDOR**

- A. The Women's Public Toilet Room is accessed directly off of the main entrance corridor and has a clear and unencumbered path of travel to the Courtrooms and Witness Rooms along that corridor.

**Agreed Solution: No action required; Compliant with ADA.**

**48. WOMEN'S PUBLIC TOILET ROOM ENTRANCE DOOR**

- A. The signage at the Women's Public Toilet entrance door was installed at the compliant 60" height and at the compliant location. The character was the compliant height of 3-1/2", the letters were the compliant height of 5/8", it had Braille, and it included the international handicap symbol.

**Agreed Solution: No action required; Compliant with ADA.**

**48. WOMEN'S PUBLIC TOILET ROOM ENTRANCE -- CONTINUED**

- B. Entrance into the Women's Public Toilet Room is through a compliant 36" fire rated door with compliant lever hardware and a closer with a compliant closing period of 6.75 seconds.
- C. Since this door is fire rated it does not have a required push/pull opening pressure.
- D. The threshold at this door was smooth and compliant.

**Agreed Solution: No action required; Compliant with ADA.**

**49. WOMEN'S PUBLIC TOILET ROOM**

- A. The door opens into a compliant alcove that measures 69" deep by 74-3/4". The floor space on the inside of the door is clear and unencumbered.
- B. Passage from the alcove into the sink area is through a compliant 36" wide opening.
- C. The accessible floor area in front of the sink was compliant but the sink was not marked as a compliant fixture. Since there was only one handicap sink with compliant insulated pipes ganged with multiple sinks, it becomes non-compliant.

This one sink should be identified with a compliant sign designating it as the compliant fixture so that someone in a wheelchair would be less likely use a sink without insulated pipes. {4.22.6}

- D. The height of the sink counter above the floor is a compliant 33-7/8".
- E. The under side clearance at the sink counter is a non-compliant 28-3/4" above the floor. {4.19.2}
- F. The sink had a compliant single lever valve.
- G. The height of the bottom edge of the reflective surface of the mirror is 4-3/4" above the sink counter which adds up to a compliant 38-5/8" above the floor.
- H. The sink counter had soap dispensers mounted in and sitting on top of the counter, both of which were compliant.
- I. The room has the required clear floor area.
- J. The path of travel to the accessible toilet stall area is a compliant 57-1/4".
- K. The toilet stall measures a non-compliant 58-1/4" wide by 60-1/2" deep. {Page 43, Figure 30(a)}
- L. The clear toilet stall opening width is a compliant 34-1/4".
- M. The toilet stall door hardware is compliant but the coat hook on the door is at the non-compliant height of 62" above the floor. {Page 19, Figure 5(b)}
- N. The toilet paper dispenser is a double roll dispenser with the leading edge of the roll closest to the back wall at a non-compliant 37-3/4" from the back wall. {Page 43, Figure 30(d)}
- O. The center line of the toilet paper dispenser is a compliant 19-1/4" above the floor.
- P. The side wall grab bar is a compliant 54-1/2" long which is continuous to the back wall and is located at a compliant 33-1/8" from the floor.
- Q. The back wall grab bar is a non-compliant 25-1/2" long {4.16.4}, is a non-compliant 7-1/4" clear from the side wall {Page 42, Figure 29(a)}, and is located a compliant 33-1/2" above the floor. {Page 43, Figure 30(d)}
- R. The toilet seat is a compliant 18" above the floor.
- S. The center line of the toilet is a non-compliant 18-3/4" from the side wall.
- T. The flush valve activation force is a compliant 3 lbs. and the valve is on the compliant, wide, side of the toilet stall.

**Agreed Solution: Insulate all sinks rather than provide signage, relocate coat hook on the toilet stall door to an appropriate height, relocate toilet paper dispenser to make ADA compliant; replace the present back wall grab bar with a 36 inch long grab bar at the rear of the toilet; otherwise no action require.**

50. *PATH OF TRAVEL TO CLERK AND MASTER OFFICE AND CIRCUIT COURT CLERK OFFICE*

- A. Path of travel to the Clerk and Master and the Circuit Court Clerks office is along the main unobstructed and compliant corridor leading to the main entrance to the

building.

**Agreed Solution: No action required; Compliant with ADA.**

51. CLERK AND MASTER OFFICE ENTRANCE DOOR

- A. The Clerk and Master Office is entered through a 36" fire rated door with a compliant 33" clear opening, lever handle hardware and a door hold open device connected to the fire alarm system.
- B. The signage for this office is a compliant 60" above the floor, located in a compliant location, with compliant 5/8" letters, and Braille.
- C. The entrance door had a clear and unencumbered floor area on the push and the pull side the door.

**Agreed Solution: No action required; Compliant with ADA.**

52. CIRCUIT COURT CLERK OFFICE ENTRANCE

- A. The Circuit Court Clerk Office is entered through a 36" fire rated door with a compliant 33" clear opening, lever handle hardware and a closer.
- B. The signage for this office is a compliant 60" above the floor, located in a compliant location, with compliant 5/8" letters, and Braille.
- C. The closing period for the door was a compliant 3.34 seconds.
- D. The entrance door had a clear and unencumbered floor area on the push and the pull side the door.

**Agreed Solution: No action required; Compliant with ADA.**

53. PATH OF TRAVEL TO THE PRIVATE CORRIDOR FROM THE PUBLIC CORRIDOR

- A. The path of travel from the public corridor to the private corridor where the Jury Room is located is through a compliant 36" door with compliant lever handle hardware and a closer with a compliant closing period of 5.46 seconds. This door is equipped with a push button combination lockset.
- B. The bottom of the door glass is a compliant 39-7/8" above the floor.
- C. The pull side clearance is a compliant 26" and the push side clearance is compliant.
- D. The threshold is smooth and compliant.

**Agreed Solution: No action required; Compliant with ADA.**

54. PATH OF TRAVEL TO THE FIRE EXTINGUISHER IN THE PRIVATE CORRIDOR

- A. The path of travel to the fire extinguisher is clear and unencumbered along the private corridor.

**Agreed Solution: No action required; Compliant with ADA.**

55. FIRE EXTINGUISHER IN THE PRIVATE CORRIDOR

- A. The fire extinguisher cabinet handle is located at a compliant 53-1/2" above the floor. The fire extinguisher is located at a non-compliant 60-3/4" above the floor. {Page 19, Figure 6(b)}

**Agreed Solution: An additional fire extinguisher will be placed on the wall adjacent to the existing fire extinguisher cabinet.**

56. PATH OF TRAVEL TO WOMEN'S TOILET ROOM OFF OF PRIVATE CORRIDOR

- A. The Women's Toilet Room is accessed directly off of the private corridor behind Courtrooms "A" and "B" and has a clear and unencumbered path of travel.

**Agreed Solution: No action required; Compliant with ADA.**

57. WOMEN'S TOILET ROOM ENTRANCE DOOR FROM THE PRIVATE CORRIDOR

- A. The signage at the Women's Toilet Room door was a compliant 60" above the floor and was mounted at the compliant location. It had lettering that was a compliant 5/8" high, complaint figure that was 3-1/2" high, Braille, and the handicap symbol.
- B. The door was a fully compliant 36" fire rated door with lever handle hardware and closer. Since this door is fire rated it does not have a required push/pull opening pressure.
- C. The push and pull side clearances were compliant.

**Agreed Solution: No action required; Compliant with ADA.**

58. WOMEN'S TOILET ROOM IN THE PRIVATE CORRIDOR

- A. The path of travel within the toilet room was encumbered by a wall mounted paper towel dispenser that protruded a non-compliant 9-5/8" from the face of the wall. {4.4.1} The paper towel dispenser handle was a compliant 51" above the floor.

- B. The toilet room size was 63-1/2" by 66-1/2" and was non-compliant by approximately 12", since it did not have the required 60" diameter maneuvering space. {4.2.3}
- C. The center line of the sink was at a non-compliant 13-3/4" from the face of the adjoining wall. {4.19.3 and Page 44, Fig. 32} The sink was compliant in all other respects.
- D. The soap dispenser was at a compliant 46-3/4" above the floor.
- E. The bottom edge of the reflective surface of the mirror was a non-compliant 40-3/4" above the floor. {4.19.6}
- F. The toilet seat was a compliant 18-3/4" above the floor and the centerline of the toilet was a non-compliant 19-3/4" from the face of the adjoining wall. {Page 42, Figure 28}
- G. The flush valve pressure was a compliant 4 lbs. and was located on the compliant side of the toilet room.
- H. The toilet paper was a non-compliant 37-5/8" from the back wall {Page 43, Figure 30(d)} and was a compliant 19" above the floor.
- I. The side grab bar was a compliant 54-1/2" long and was continuous to the back wall and is a non-compliant 32-5/8" above the floor. {Page 42, Figure 29}
- J. The rear wall grab bar was a non-compliant 25" long {4.16.4} and was a non-compliant 6-1/8" from the side wall. {Page 43, Figure 30 (a)} The grab bar was a non-compliant 32-7/8" above the floor. {Page 42, Figure 29}

**Agreed Solution: Provide signage directing persons with disabilities to a public compliant restroom; otherwise no action required.**

**59. PATH OF TRAVEL TO MEN'S TOILET ROOM FROM THE PRIVATE CORRIDOR**

- A. The Men's toilet room is accessed directly off of the private corridor behind Courtrooms "A" and "B" and has a clear and unencumbered path of travel.

**Agreed Solution: No action required; Compliant with ADA.**

**60. MEN'S TOILET ROOM ENTRANCE DOOR FROM THE PRIVATE CORRIDOR**

- A. The signage at the Men's toilet room door was a compliant 60" above the floor and was mounted at the compliant location. It had lettering that was a compliant 5/8" high, complaint figure that was 3-1/2" high, Braille, and the handicap symbol.
- B. The door was a fully compliant 36" fire rated door with lever handle hardware and closer. Since this door is fire rated it does not have a required push/pull opening pressure.
- C. The push and pull side clearances were compliant.

**Agreed Solution: No action required; Compliant with ADA.**

**61. MEN'S TOILET ROOM IN THE PRIVATE CORRIDOR**

- A. The path of travel within the toilet room was encumbered by a wall mounted paper towel dispenser that protruded a non-compliant 9-5/8" from the face of the wall. {4.4.1} The towel cabinet handle was at a compliant 50-3/4" above the floor.
- B. The toilet room was non-compliant since it did not have the required 60" diameter maneuvering space. {4.2.3}
- C. The center line of the sink was at a non-compliant 13-1/4" from the face of the adjoining wall. {4.19.3 and Page 44, Fig. 32} The sink was compliant in all other respects.
- D. The soap dispenser was at a compliant 46-1/8" above the floor.
- E. The bottom edge of the reflective surface of the mirror was a non-compliant 40-3/4" above the floor. {4.19.6}
- F. The toilet seat was a compliant 18" above the floor and the centerline of the toilet was a non-compliant 18-1/4" from the face of the adjoining wall. {Page 42, Figure 28}
- G. The flush valve pull pressure was a compliant 4 lbs. and was located on the compliant side of the toilet room.
- H. The toilet paper dispenser was a non-compliant 38-1/4" from the back wall {Page 43, Figure 30(d)} and a compliant 19" above the floor.
- I. The side grab bar was a compliant 54-3/8" long and was continuous to the back wall. It is a compliant 33-1/8" above the floor.
- J. The rear wall grab bar was a non-compliant 25" long {4.16.4} and was a non-compliant 6-5/8" from the side wall. {Page 43, Figure 30 (a)} The grab bar was a compliant 33-1/8" above the floor.

**Agreed Solution: Provide signage directing persons with a disability to a public compliant restroom; otherwise no action required.**

**62. DRINKING FOUNTAIN IN THE PRIVATE CORRIDOR**

- A. The drinking fountain's projection into the corridor without an alcove is non-compliant. {4.4.1}
- B. The overall depth of the unit from the face of the wall at the top is a compliant 18-1/4".
- C. The spout height is located at a compliant 36" above the floor.
- D. The unit has the buttons located at the compliant front and side locations.



- E. The unit has the spout located at the compliant location at the front of the unit.
- F. The flow of water from the spout is a compliant 4-1/2" high.
- G. The clearance below the apron to the floor is a non-compliant 26-7/8". {Page 41, Figure 27(a)}
- H. The horizontal depth of the apron is a compliant 9-3/4".
- I. The unit projects from the face of the wall just above the floor a compliant 6-3/4".
- J. The clearance at the bottom of the unit above the floor is a compliant 10-3/8".

**Agreed Solution: No action required.**