

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 – HOUSTON 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 Houston County (hereinafter "Defendant County").

This Agreement resolves all of Plaintiffs' claims for injunctive relief against Defendant County. It does not resolve Plaintiffs' claims for damages or attorneys' fees and costs.

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.

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

6. 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.

7. 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. Defendant County will complete as soon as practicable the items delineated in Appendix A. All of the Alterations delineated in Appendix A shall be completed within five (5) years of the Effective Date.

8. 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.

9. 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 insure 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

10. Upon the Effective Date, the parties agree to execute an agreed order of dismissal with prejudice as to Plaintiffs' claims for injunctive relief against Defendant County. This Agreement shall be made an exhibit to the dismissal order.

11. 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.

12. All claims resolved by this Agreement shall be dismissed with prejudice upon the Effective Date of this Agreement.

13. 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.

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

15. Defendant County shall provide to Plaintiffs (at the address for Plaintiffs set forth in Paragraph 22) 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 at completing the Alterations delineated in Appendix during each sixty (60) day time period. When the Defendant County has completed making 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.

16. 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 22), 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 13 of the Agreement.

MISCELLANEOUS PROVISIONS

17. 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.

18. By entering into this Agreement, Defendant County does not waive its defense based on Plaintiffs Jones, Lane, Cantrel, Ramsey and Larson's 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 Defendant County.

19. This Agreement will be null and void as to Plaintiffs Jones, Lane, Cantrel, Ramsey and Larson 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 although that Plaintiff allegedly has never attempted to access judicial proceedings that are offered in Defendant County. Defendant County does not dispute that Plaintiff Zappola has standing to enforce this Agreement.

20. 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.

21. 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.

22. All notices and other correspondence sent by Plaintiffs and Defendant County to one another relating to this Agreement shall be sent to the following addresses or at such other address as the parties may designate in writing in the future:

For Defendant County:

George Clark
Houston County Mayor
P. O. Box 366
Erin, TN 37061

For Plaintiffs:

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

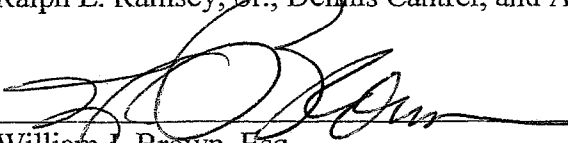
23. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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

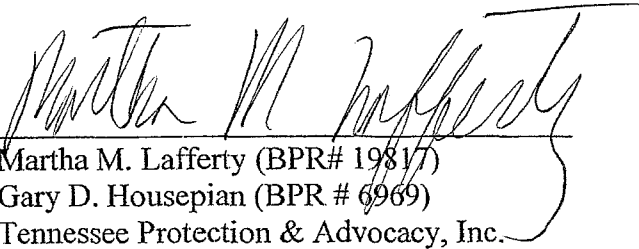
25. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant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



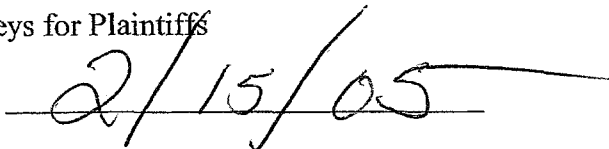
Martha M. Lafferty (BPR# 19817)
Gary D. Housepian (BPR # 6969)
Tennessee Protection & Advocacy, Inc.
2416 21st Ave South, Suite 100
Nashville, TN 37212
(615) 298-1080



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:



For Defendant Houston County, Tennessee:

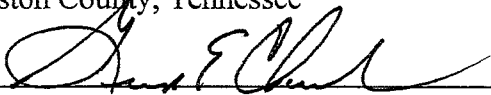
A handwritten signature in black ink, appearing to read "T M Donnell", written over a horizontal line.

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

Date: 2-1-05

For Defendant County:

Houston County, Tennessee

By: _____

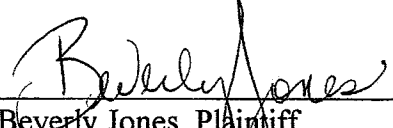
Name: George E. Clark

Title: County Mayor

Date: January 28, 2005

George Lane
George Lane, Plaintiff

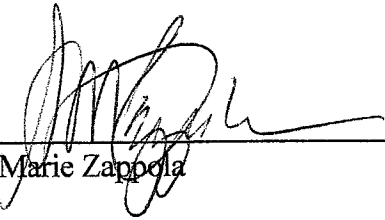
Date: 1-1-05


Beverly Jones, Plaintiff

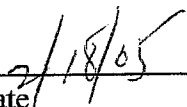
Date: 2-1-05

HOUSTON COUNTY

Plaintiff:



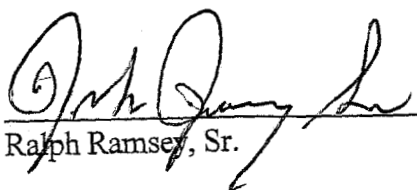
Ann Marie Zappola



Date

HOUSTON COUNTY

Plaintiff:

A handwritten signature in cursive script, appearing to read "Ralph Ramsey, Sr.", written over a horizontal line.

Ralph Ramsey, Sr.

2-23-05

Date

D. Cantrel

Dennis Cantrel, Plaintiff

Date: 2/5/2005


A. Russell Larson, Plaintiff

Date: 2-15-05

AGREED SETTLEMENT HOUSTON COUNTY

1. Parking

- B. There is no signage indicating the location of the accessible entrance to this Courthouse. {4.1.2(7)(c)} There are (2) Elevator signs.
- C. The designated parking space was 15' wide and non-compliant because it was not designated for van accessibility. ADA requires that there be a minimum of (1) designated for van parking. {4.1.2(5)(b)}
- D. The signage for this designated parking space is a non-compliant 50-3/4" above the ground and cannot be seen over a vehicle from the street. {4.6.4}
- F. The designated parking space has non-compliant running slopes varying between 2.1% and 4.42%. {4.6.3}
- G. There is no designated access aisle for this parking space. {4.6.3}
- H. There is a 48" wide curb ramp for this designated parking space with non-compliant cross slopes varying between 1.09% and 2.4%. {4.8.6}
- I. The curb ramp has compliant running slopes varying between 5.2% and 6.0%.

Agreed Solution: Provide directional signage in accordance with {4.1.2(5)}. Reconfigure parking space to be 16' wide in accordance with {4.1.27)(c)}. Relocate accessible parking signage in accordance with {4.6.4}. Provide marking to indicate a designated access aisle in accordance with {4.6.3}. Replace curb ramp to comply with {4.7}.

2. Path of Travel to the Exterior Entrance Door and Elevator Lobby

- B. The non-compliant landing in front of the entrance door has slopes varying between 0.0% and 2.0%. {4.13.6}

Agreed Solution: No action required.

4. Elevator

- A. The height of the Second Floor call button is a non-compliant 42-1/2" above the floor.

Agreed Solution: No action required.

5. First Floor Fire Extinguisher

- A. The fire extinguisher cabinet in the Elevator Lobby is located at a compliant 39-3/8" from the bottom to the floor and projects a non-compliant 6" from the wall. {4.4.1}

- B. *This fire extinguisher is a non-compliant 56-3/4" above the floor. {Page 19, Fig. 6(b)}*
- C. *The second fire extinguisher on the First Floor in the main corridor is wall hung at a non-compliant 55" above the floor. {Page 19, Fig. 6(b)}*

Agreed Solution: Lower fire extinguishers to meet the requirements of {4.4.1 and Fig. 6(b), Page 19}.

6. First Floor Exit Stair

- B. *The glass in this door is at a non-compliant height of 57" from the floor. {Page A3, Figure A3}*

Agreed Solution: Provide 450-degree temperature rise-rating door. If glass is provided in new door, use glass in accordance with {Fig. A3, Page A3}.

- C. *LIFE SAFETY ISSUE: There is a lawn mower, weed eater, and blower and between (2) and (4) gallons of gas in (2) gasoline cans stored under the First Floor rated stair. {SBC 1006.1.4}*

Agreed Solution: Relocate lawn mower, weed eater and gasoline cans from the stairwell.

- D. *The non-compliant exit stairs has irregular risers that vary in height between 6-1/2" to 7". {4.9.2}*

Agreed Solution: No action required.

- E. *The handrails on the sides of the exit stair were a non-compliant 36-3/4" apart to support the required area of rescue assistance on the floors above the exit discharge. {4.3.11.3}*

Agreed Solution: No action required.

- F. *The guardrail for the side of these stairs has non-compliant picket spaces; some spacing would allow the passage of a 4" sphere. {2000 Edition NFPA 101 7.2.2.4.1}*

Agreed Solution: No action required.

- G. *The exit discharge level to the outside is up a flight of stairs on the first landing, being the Second Floor. However, there is no exit sign at the exterior door and no barrier that would restrain people from continuing down to the First Floor during a fire. {2000 Edition Life Safety Code NFPA 101 7.7.3}*

Agreed Solution: No action required.

- H. *This exit stair has no indicated areas of refuge at any of the landings. The Fourth Floor landing has a 55" by 59" area that may qualify for one wheelchair position with additional criteria provided. {4.3.10 }and {1997 Edition Life Safety Code NFPA 101 5-5.4}*

Agreed Solution: No action required.

7. Path of Travel to the First Floor

- D. *The pull side clearance is a non-compliant 12". {Page 38, Fig. 25(c)}*

Agreed Solution: No action required.

- G. *The exit door is required to have an exit sign {1997 Edition Life Safety Code NFPA 101 7.10.1.2}*

Agreed Solution: Add exit sign.

9. Third Floor Fire Extinguisher

- B. *The fire extinguisher is mounted in a recessed wall cabinet. This fire extinguisher door is non-compliant because it requires 8 lbs. to turn the lever handle hardware. {4.27.4}*

Agreed Solution: Adjust operating mechanism to meet requirements of {4.27.4}.

- C. *The fire extinguisher is mounted at a non-compliant height of 56-1/4". {Page 19, Figure 6(b)}*

Agreed Solution: Lower fire extinguisher to meet requirements of {Fig. 6(b), Page 19}.

10. Third Floor Drinking Fountain

- A. *The drinking fountain is mounted at a projection distance of 18-1/2" from the wall. If the drinking fountain was mounted at the compliant underside height it would be a non-compliant projection hazard {4.4.1}*

Agreed Solution: Raise drinking fountain to meet requirements of {4.15}.

- C. *The fountain has a non-compliant top underside vertical clearance of 26-1/2". (Page 41, Figure 27(b))*

Agreed Solution: Raise drinking fountain to meet requirements of {4.15}.

12. Third Floor Public Unisex Toilet Room

- A. The signage for this toilet is in a non-compliant location on the door {4.30.6} and is non-compliant in type without the symbol of accessibility {4.30.7}

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- C. The closing period is a non-compliant 2.47 seconds. {4.13.5}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.5}.

- D. The push/pull pressure is a non-compliant 9 lbs. {4.13.11(2)(b)}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- F. The threshold has non-compliant vertical edges of 5/16" on the outside of the room and 3/8" on the inside of the room with non-compliant slopes on the edges. {4.13.8 & 4.5.2}

Agreed Solution: Modify threshold or provide new threshold in accordance with {4.13.8 and 4.5.2}.

- H. The changing platform is at a non-compliant height of 38-1/2" from the floor. {Page 19, Fig. 6(c)} It is in a compliant location with 42-3/4" clear floor area in front.

Agreed Solution: Lower changing platform to meet requirements of {Fig. 6(c), Page 19}.

- I. The center of the toilet fixture is a non-compliant 18-1/4" from the side wall. {Page 42, Fig. 28}

Agreed Solution: No action required.

- L. The side grab bar is a compliant 43-3/8" long and a non-compliant distance of 3-3/4" from the back wall. {Page 43, Fig. 30(a)} The side grab bar is a compliant 34-1/2" above the floor. The rear wall grab bar is a compliant 37-3/8" length and a non-compliant 11-5/8" from the side wall. {Page 43, Fig. 30(a)} The side grab bar is a compliant 34-1/2" above the floor.

Agreed Solution: Relocate side bar to meet requirements of {4.16.4}.

- M. The sink is a non-compliant 14-3/4" from the side wall. {Page 44, Fig. 32}

Agreed Solution: No action required.

- O. The sink is a non-compliant 30-3/4" above the floor to the top of the rim. The sink has a non-compliant underside clearance of 27-1/4" with a bowl projection on the bottom of the sink. {Page 44, Fig. 31}

Agreed Solution: Adjust sink height to meet requirements of {4.19}.

- R. The bottom of the mirror is a non-compliant 40-3/4" above the floor. {4.19.6}

Agreed Solution: Adjust mirror height to meet requirements of {4.19}.

- T. The toilet paper dispenser is a non-compliant 43-3/8" from the back wall. {Page 43, Fig. 30(d)} It is mounted at the compliant height of 29-3/8" above the floor.

Agreed Solution: Modify or replace and relocate the toilet paper dispenser to meet requirements of {4.16.6}.

- U. This is a non-compliant toilet paper dispenser because it restricts the paper flow. {4.16.6}

Agreed Solution: Modify or replace toilet paper dispenser to meet requirements of {4.16.6}.

14. Third Floor Public Telephone

- A. This wall mounted phone protrudes 10" into the path of travel at 36-7/8" above the floor causing a non-compliant condition. {4.4.1}

Agreed Solution: Provide shelf or furr out underneath to meet requirements of {4.4.1}.

- B. The coin slot on the phone is a non-compliant height of 56-7/8" above the floor. {Page 19, Fig 6(b)}

Agreed Solution: No action required.

- D. This phone is non-compliant because it has no volume control. {4.1.3(17)(b)}

Agreed Solution: No action required.

18. Third Floor Drinking Fountain

- A. The drinking fountain is in an alcove and lacks the required signage to indicate the location of the compliant drinking fountain. {4.30}

Agreed Solution: Provide directional signage to accessible drinking fountain in accordance with {4.1.3(16)(b)}.

- B. *This alcove is 25-3/4" deep and a non-compliant 23-3/4" wide. {Page 41, Fig. 27(b)}*

Agreed Solution: No action required.

- C. *The spout height of this fountain is a non-compliant 36-1/4" above the floor. {Page 41, Fig. 27(a)}*

Agreed Solution: No action required.

- F. *The distance from the floor to the bottom of the fountain is a non-compliant 7-1/2". {Page 41, Fig. 27(a)}*

Agreed Solution: No action required.

- G. *The bottom horizontal projection from the wall is a non-compliant 6-3/8". {Page 41, Fig. 27(a)}*

Agreed Solution: No action required.

20. Third Floor Public Toilet Rooms

- A. *The signage for the Men's and Women's toilets is non-compliant. {4.30} though these are not accessible restrooms, there should be a sign to direct the disabled to the compliant restroom.*

Agreed Solution: Provide directional signage in accordance with {4.1.3(16)(b)}.

21. Path of Travel to the Fourth Floor

- D. *There was no indication of the Elevator and the accessible path to the Fourth Floor. Eventually as one passes through the corridor indicated by the small exit sign, there is an elevator sign that is at a non-compliant height of 64-1/4" above the floor. It is a non-compliant sign. {4.30}*

Agreed Solution: Provide directional signage in accordance with {4.1.3(16)(b)}.

23. Fourth Floor Fire Extinguisher and Drinking Fountain

- B. *The Fire Extinguisher is in a recessed cabinet and is located a non-compliant height of 57" above the floor. {Page 19, Fig. 6(b)}*

Agreed Solution: Lower fire extinguisher to meet requirements of {Fig. 6(b), Page 19}.

- C. *The drinking fountain is mounted at a projection distance of 18-3/8" from the wall. If the drinking fountain was mounted at the compliant underside height it would be a non-compliant projection hazard {4.4.1}*

Agreed Solution: No action required.

- E. *This fountain has a non-compliant underside clearance of 26-7/8". (Page 41, Fig. 27(b))*

Agreed Solution: No action required.

25. FOURTH FLOOR ACCESSIBLE UNISEX TOILET

- A. *The signage for this toilet is in a non-compliant location on the door {4.30.6} and is non-compliant in type without the symbol of accessibility (4.30.7)*

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- B. *The push side clearance for this door is a non-compliant 10". (Page 38, Fig. 25(a))*

Agreed Solution: No action required.

- D. *The door closing period is a non-compliant 2.5 seconds. {4.13.5}*

Agreed Solution: Proposed Solution: Adjust closer or provide new closer to meet requirements of {4.13.5}.

- F. *The door push/pull pressure is a non-compliant 5.5 lbs. {4.13.11(2)(b)}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. *The threshold has non-compliant vertical edges of 5/8" on the outside and 7/16" on the inside with non-compliant slopes on the edges. {4.13.8 & 4.5.2}*

Agreed Solution: Modify threshold or provide new threshold in accordance with {4.13.8 and 4.5.2}.

- I. *The changing platform is at a non-compliant height of 38-1/2" from the floor. (Page 19, Fig. 6(c)) The changing platform is in a compliant location.*

Agreed Solution: Lower changing platform to meet requirements of {Fig. 6(c), Page 19}.

- J. *The center of the toilet fixture is a non-compliant 18-1/2" from the side wall. (Page 42, Fig. 28)*

Agreed Solution: No action required.

- M. The side grab bar is a compliant 43-1/4" long and a non-compliant distance of 5-1/4" from the back wall. {Page 43, Fig. 30(a)} The height above the floor is a compliant 35".

Agreed Solution: Relocate side bar to meet requirements of {4.16.4}.

- Q. The sink is a non-compliant 30-1/2" above the floor to the top of the rim. The sink has a non-compliant underside clearance of 27" with a bowl projection on the bottom. {Page 44, Fig. 31}

Agreed Solution: Adjust sink height to meet requirements of {4.19}.

- T. The bottom of the mirror is a non-compliant 40-3/8" above the floor. {4.19.6}

Agreed Solution: Adjust mirror height to meet requirements of {4.19}.

- V. The toilet paper dispenser is a non-compliant 42" from the back wall. {Page 43, Fig. 30(d)} The height above the floor is a compliant 29-1/2".

Agreed Solution: Replace and relocate toilet paper dispenser to meet requirements of {4.16.6}.

- W. This is a non-compliant toilet paper dispenser because it restricts the paper flow. {4.16.6}

Agreed Solution: Replace and relocate toilet paper dispenser to meet requirements of {4.16.6}.

27. FOURTH FLOOR LARGE COURTROOM ENTRANCE DOORS

- C. When the left door is fully open, the path of travel from the Courtroom stair landing leading to the Elevator Lobby and Exit Stair is reduced to a non-compliant 29-1/4". {4.13.5} and [SBC 1012.1.5.]

Agreed Solution: Provide compliant signage {4.30}, including one door "in" and other door "out." Signs to be attached to doors (not to wall beside doors). Adjust doors so that they will open only in one direction.

- E. The glass in this door is at a non-compliant height of 57-1/2" above the floor. {Page A3, Fig. A3}

Agreed Solution: No action required.

- F. The left door has a non-compliant closing period of 1.37 seconds {4.13.10} and a non-compliant push pressure of 10 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. The right door has a non-compliant closing period of 1.47 seconds {4.13.10} and a non-compliant push pressure of 8 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- J. The glass in these doors is at a non-compliant height of 57-3/8" above the floor. {Page A3, Fig. A3}

Agreed Solution: No action required.

- K. The left door has a non-compliant closing period of 1.31 seconds {4.13.10} and a non-compliant push pressure of 8.5 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- L. The right door has a non-compliant closing period of 1.44 seconds {4.13.10} and a non-compliant push pressure of 6 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

28. Fourth Floor Large Courtroom

- D. The gate through the bar to the judicial section of the Large Courtroom has (2) leaves that are mounted on spring hinges. The clear passage clearance through the right gate is a non-compliant 26-1/2", and the clear passage through the left gate is a non-compliant 27" {4.13.5}. The push/pull pressure for these gates is a compliant 4 lbs. and 4.5 lbs. respectively.

Agreed Solution: Barrier and security issues are part of the State's judicial program. This item will be addressed by the State of Tennessee.

29. Fourth Floor Large Courtroom Jury Box

- A. The path of travel to the Jury Box leads through (2) jury box entrances, both having a non-compliant clear passage opening of 24". {4.13.5} The approach to the first entrance is clear. The approach to the second entrance reduces from 47-1/2" to 39-1/2" and crosses a loose cord protector at the Witness Stand.
- B. The Jury Box has (12) fixed seats. The first row has a 12" clearance and the second row has an 8" clearance. These are accessed by 6" high steps, which are non-compliant for wheelchair access. {4.5.2 & 4.3.8} The first platform is 37" deep. The second platform is 38" deep and neither platform is wide enough for maneuvering a wheelchair within.

Agreed Solution: The jury box and location of jurors are part of the State's judicial program. This item will be addressed by the State of Tennessee.

30. Fourth Floor Courtroom Witness Stand

- A. *The path of travel to the Witness Stand between the Jury Box is a compliant 47-1/2" wide space. The loose cord protector is considered to be a potential tripping hazard and a non-compliant change of level. {4.5.2}*
- B. *The entrance is through a non-compliant 26-3/8" wide passageway. {4.13.5} There is a non-compliant 6" step to the raised platform. {4.5.2}*
- C. *The inside dimensions are 37-1/2 wide by 39" long and non-compliant for wheelchair access. {4.2.3}*

Agreed Solution: The witness stand and location of witnesses are part of the State's judicial program. This item will be addressed by the State of Tennessee.

32. Fourth Floor Clerk and Master Office

- A. *The signage is mounted on the door a non-compliant 46-1/8" above the floor. {4.30.6} and non-compliant in type. {4.30}*

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- C. *The glass in this door is a non-compliant height of 51-1/8" above the floor. {Page A3, Fig. A3}*

Agreed Solution: No action required.

- D. *This door has a closer and non-compliant cylindrical hardware. {4.13.9}*

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

- E. *The closing period for this door is a non-compliant 2.28 seconds. {4.13.10}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- F. *The push/pull pressure for this door is a non-compliant 7 lbs. {4.13.11(2)(b)}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. *The threshold has a non-compliant vertical edge of 3/8". {4.5.2}*

Agreed Solution: Modify threshold or provide new threshold in accordance with {4.13.8 and 4.5.2}.

- H. The push side clearance for this door is a non-compliant 6". {Page 38, Fig. 25(a)}

Agreed Solution: No action required.

34. Fourth Floor Drinking Fountain Near the Clerk and Master Office

- A. The spout is a non-compliant 38-1/2" above the floor. {Page 41, Fig. 27(a)}

Agreed Solution: Lower unit or provide directional signage to accessible drinking fountain in accordance with {4.1.3(16)(b)}.

35. Fourth Floor Fire Alarm Near the Clerk and Master Office Door

- A. This fire alarm is mounted at a non-compliant height of 61-1/4" from the floor. {Page 19, Fig. 6(b)}

Agreed Solution: Relocate fire alarm to meet requirements of {Fig. 6(b), Page 19}.

37. Fourth Floor Jury Room

- A. The signage is mounted on the door at non-compliant height above the floor. {4.30.6} and non-compliant in type. {4.30}

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- B. The push side clearance for this door is a non-compliant 7-1/2". {Page 38, Fig. 25(a)}

Agreed Solution: No action required.

- D. This door has non-compliant cylindrical hardware. {4.13.9}

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

38. Fourth Floor Fire Alarm Near the Circuit Court Clerk Door

- A. This fire alarm is mounted at a non-compliant height of 61-1/4" from the floor. {Page 19, Fig. 6(b)}

Agreed Solution: Relocate fire alarm to meet requirements of {Fig. 6(b), Page 19}.

40. Fourth Floor Circuit Court Clerk Office

- A. The signage is in a non-compliant location on the door at 46-1/8" above the floor {4.30.6} and non-compliant in type. {4.30}

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- D. This door has a closer and non-compliant cylindrical hardware. {4.13.9}

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

- F. The closing period for this door is a non-compliant 1.5 seconds. {4.13.10}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. The push/pull pressure for this door is a non-compliant 6 lbs. {4.13.11(2)(b)}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

41. Directional Signage

- A. No compliant exterior directional signage exists on the South side. {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)}.

42. 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: One hour corridors/elevator lobbies are already provided on the second floor and main floor. A 20-minute rated corridor door is already provided on the second floor. County will add one 20-minute rated corridor door on the main floor, as well as communication equipment and area of refuge signage.

- B. This alcove is 25-3/4" deep and a non-compliant 23-3/4" wide. {Page 41, Fig. 27(b)}

Agreed Solution: No action required.

- C. The spout height of this fountain is a non-compliant 36-1/4" above the floor. {Page 41, Fig. 27(a)}

Agreed Solution: No action required.

- F. The distance from the floor to the bottom of the fountain is a non-compliant 7-1/2". {Page 41, Fig. 27(a)}

Agreed Solution: No action required.

- G. The bottom horizontal projection from the wall is a non-compliant 6-3/8". {Page 41, Fig. 27(a)}

Agreed Solution: No action required.

20. Third Floor Public Toilet Rooms

- A. The signage for the Men's and Women's toilets is non-compliant. {4.30} though these are not accessible restrooms, there should be a sign to direct the disabled to the compliant restroom.

Agreed Solution: Provide directional signage in accordance with {4.1.3(16)(b)}.

21. Path of Travel to the Fourth Floor

- D. There was no indication of the Elevator and the accessible path to the Fourth Floor. Eventually as one passes through the corridor indicated by the small exit sign, there is an elevator sign that is at a non-compliant height of 64-1/4" above the floor. It is a non-compliant sign. {4.30}

Agreed Solution: Provide directional signage in accordance with {4.1.3(16)(b)}.

23. Fourth Floor Fire Extinguisher and Drinking Fountain

- B. The Fire Extinguisher is in a recessed cabinet and is located a non-compliant height of 57" above the floor. {Page 19, Fig. 6(b)}

Agreed Solution: Lower fire extinguisher to meet requirements of {Fig. 6(b), Page 19}.

- C. The drinking fountain is mounted at a projection distance of 18-3/8" from the wall. If the drinking fountain was mounted at the compliant underside height it would be a non-compliant projection hazard {4.4.1}

Agreed Solution: No action required.

- E. This fountain has a non-compliant underside clearance of 26-7/8". (Page 41, Fig. 27(b))

Agreed Solution: No action required.

25. FOURTH FLOOR ACCESSIBLE UNISEX TOILET

- A. The signage for this toilet is in a non-compliant location on the door {4.30.6} and is non-compliant in type without the symbol of accessibility {4.30.7}

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- B. The push side clearance for this door is a non-compliant 10". {Page 38, Fig. 25(a)}

Agreed Solution: No action required.

- D. The door closing period is a non-compliant 2.5 seconds. {4.13.5}

Agreed Solution: Proposed Solution: Adjust closer or provide new closer to meet requirements of {4.13.5}.

- F. The door push/pull pressure is a non-compliant 5.5 lbs. {4.13.11(2)(b)}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. The threshold has non-compliant vertical edges of 5/8" on the outside and 7/16" on the inside with non-compliant slopes on the edges. {4.13.8 & 4.5.2}

Agreed Solution: Modify threshold or provide new threshold in accordance with {4.13.8 and 4.5.2}.

- I. The changing platform is at a non-compliant height of 38-1/2" from the floor. {Page 19, Fig. 6(c)} The changing platform is in a compliant location.

Agreed Solution: Lower changing platform to meet requirements of {Fig. 6(c), Page 19}.

- J. The center of the toilet fixture is a non-compliant 18-1/2" from the side wall. {Page 42, Fig. 28}

Agreed Solution: No action required.

- M. The side grab bar is a compliant 43-1/4" long and a non-compliant distance of 5-1/4" from the back wall. {Page 43, Fig. 30(a)} The height above the floor is a compliant 35".

Agreed Solution: Relocate side bar to meet requirements of {4.16.4}.

- Q. The sink is a non-compliant 30-1/2" above the floor to the top of the rim. The sink has a non-compliant underside clearance of 27" with a bowl projection on the bottom. {Page 44, Fig. 31}

Agreed Solution: Adjust sink height to meet requirements of {4.19}.

- T. The bottom of the mirror is a non-compliant 40-3/8" above the floor. {4.19.6}

Agreed Solution: Adjust mirror height to meet requirements of {4.19}.

- V. The toilet paper dispenser is a non-compliant 42" from the back wall. {Page 43, Fig. 30(d)} The height above the floor is a compliant 29-1/2".

Agreed Solution: Replace and relocate toilet paper dispenser to meet requirements of {4.16.6}.

- W. This is a non-compliant toilet paper dispenser because it restricts the paper flow. {4.16.6}

Agreed Solution: Replace and relocate toilet paper dispenser to meet requirements of {4.16.6}.

27. FOURTH FLOOR LARGE COURTROOM ENTRANCE DOORS

- C. When the left door is fully open, the path of travel from the Courtroom stair landing leading to the Elevator Lobby and Exit Stair is reduced to a non-compliant 29-1/4". {4.13.5} and [SBC 1012.1.5.]

Agreed Solution: Provide compliant signage {4.30}, including one door "in" and other door "out." Signs to be attached to doors (not to wall beside doors). Adjust doors so that they will open only in one direction.

- E. The glass in this door is at a non-compliant height of 57-1/2" above the floor. {Page A3, Fig. A3}

Agreed Solution: No action required.

- F. The left door has a non-compliant closing period of 1.37 seconds {4.13.10} and a non-compliant push pressure of 10 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. The right door has a non-compliant closing period of 1.47 seconds {4.13.10} and a non-compliant push pressure of 8 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- J. The glass in these doors is at a non-compliant height of 57-3/8" above the floor. {Page A3, Fig. A3}

Agreed Solution: No action required.

- K. The left door has a non-compliant closing period of 1.31 seconds {4.13.10} and a non-compliant push pressure of 8.5 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- L. The right door has a non-compliant closing period of 1.44 seconds {4.13.10} and a non-compliant push pressure of 6 lbs. {4.13.11(2)(b)}.

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

28. Fourth Floor Large Courtroom

- D. The gate through the bar to the judicial section of the Large Courtroom has (2) leaves that are mounted on spring hinges. The clear passage clearance through the right gate is a non-compliant 26-1/2", and the clear passage through the left gate is a non-compliant 27" {4.13.5}. The push/pull pressure for these gates is a compliant 4 lbs. and 4.5 lbs. respectively.

Agreed Solution: Barrier and security issues are part of the State's judicial program. This item will be addressed by the State of Tennessee.

29. Fourth Floor Large Courtroom Jury Box

- A. The path of travel to the Jury Box leads through (2) jury box entrances, both having a non-compliant clear passage opening of 24". {4.13.5} The approach to the first entrance is clear. The approach to the second entrance reduces from 47-1/2" to 39-1/2" and crosses a loose cord protector at the Witness Stand.
- B. The Jury Box has (12) fixed seats. The first row has a 12" clearance and the second row has an 8" clearance. These are accessed by 6" high steps, which are non-compliant for wheelchair access. {4.5.2 & 4.3.8} The first platform is 37" deep. The second platform is 38" deep and neither platform is wide enough for maneuvering a wheelchair within.

Agreed Solution: The jury box and location of jurors are part of the State's judicial program. This item will be addressed by the State of Tennessee.

30. Fourth Floor Courtroom Witness Stand

- A. *The path of travel to the Witness Stand between the Jury Box is a compliant 47-1/2" wide space. The loose cord protector is considered to be a potential tripping hazard and a non-compliant change of level. {4.5.2}*
- B. *The entrance is through a non-compliant 26-3/8" wide passageway. {4.13.5} There is a non-compliant 6" step to the raised platform. {4.5.2}*
- C. *The inside dimensions are 37-1/2 wide by 39" long and non-compliant for wheelchair access. {4.2.3}*

Agreed Solution: The witness stand and location of witnesses are part of the State's judicial program. This item will be addressed by the State of Tennessee.

32. Fourth Floor Clerk and Master Office

- A. *The signage is mounted on the door a non-compliant 46-1/8" above the floor. {4.30.6} and non-compliant in type. {4.30}*

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- C. *The glass in this door is a non-compliant height of 51-1/8" above the floor. {Page A3, Fig. A3}*

Agreed Solution: No action required.

- D. *This door has a closer and non-compliant cylindrical hardware. {4.13.9}*

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

- E. *The closing period for this door is a non-compliant 2.28 seconds. {4.13.10}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- F. *The push/pull pressure for this door is a non-compliant 7 lbs. {4.13.11(2)(b)}*

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. *The threshold has a non-compliant vertical edge of 3/8". {4.5.2}*

Agreed Solution: Modify threshold or provide new threshold in accordance with {4.13.8 and 4.5.2}.

H. The push side clearance for this door is a non-compliant 6". {Page 38, Fig. 25(a)}

Agreed Solution: No action required.

34. Fourth Floor Drinking Fountain Near the Clerk and Master Office

A. The spout is a non-compliant 38-1/2" above the floor. {Page 41, Fig. 27(a)}

Agreed Solution: Lower unit or provide directional signage to accessible drinking fountain in accordance with {4.1.3(16)(b)}.

35. Fourth Floor Fire Alarm Near the Clerk and Master Office Door

A This fire alarm is mounted at a non-compliant height of 61-1/4" from the floor. {Page 19, Fig. 6(b)}

Agreed Solution: Relocate fire alarm to meet requirements of {Fig. 6(b), Page 19}.

37. Fourth Floor Jury Room

A. The signage is mounted on the door at non-compliant height above the floor. {4.30.6} and non-compliant in type. {4.30}

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

B. The push side clearance for this door is a non-compliant 7-1/2". {Page 38, Fig. 25(a)}

Agreed Solution: No action required.

D. This door has non-compliant cylindrical hardware. {4.13.9}

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

38. Fourth Floor Fire Alarm Near the Circuit Court Clerk Door

A. This fire alarm is mounted at a non-compliant height of 61-1/4" from the floor. {Page 19, Fig. 6(b)}

Agreed Solution: Relocate fire alarm to meet requirements of {Fig. 6(b), Page 19}.

40. Fourth Floor Circuit Court Clerk Office

- A. The signage is in a non-compliant location on the door at 46-1/8" above the floor {4.30.6} and non-compliant in type. {4.30}

Agreed Solution: Provide new room identification signage in accordance with {4.1.3.16(a)}.

- D. This door has a closer and non-compliant cylindrical hardware. {4.13.9}

Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit.

- F. The closing period for this door is a non-compliant 1.5 seconds. {4.13.10}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

- G. The push/pull pressure for this door is a non-compliant 6 lbs. {4.13.11(2)(b)}

Agreed Solution: Adjust closer or provide new closer to meet requirements of {4.13.11.1(b)}.

41. Directional Signage

- A. No compliant exterior directional signage exists on the South side. {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)}.

42. 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: One hour corridors/elevator lobbies are already provided on the second floor and main floor. A 20-minute rated corridor door is already provided on the second floor. County will add one 20-minute rated corridor door on the main floor, as well as communication equipment and area of refuge signage.