

**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 JEFFERSON 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 Jefferson 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 Jefferson County Courthouse 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 Jefferson County Courthouse whether asserted in this case or otherwise, including, but not limited to, any and all matters asserted in the case, or which may have been asserted.

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

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

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

10. Defendant County will pay Plaintiffs in total the amount of Two Thousand Six Hundred Eighty Dollars (\$2,680.00), which reflects Defendant County's pro rata share of the amount of Plaintiffs' attorneys' fees, expenses and costs accrued through December 17, 2004 and not paid by the State. Defendant County will have no further liability for any additional monetary damages or attorneys' fees, expenses and costs.

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, Jefferson County does not waive its defense based on Plaintiffs' alleged lack of standing to seek injunctive relief against Jefferson County since none of these Plaintiffs have ever attempted to access judicial proceedings that are offered in Jefferson 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 Jefferson County since none of these Plaintiffs has ever attempted to access judicial proceedings that are offered in Jefferson 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:

JEFFERSON 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
the foregoing instrument for the purposes herein contained.

Witness my hand and seal on this the 14th day of February, 2005.

Notary Public

Leisa D. Seegars

My Commission Expires: 8-24-2005

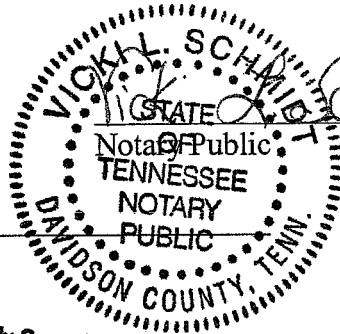


DATE: 2-7-05

Beverly Jones
Beverly Jones
Plaintiff

On this the 7th 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.

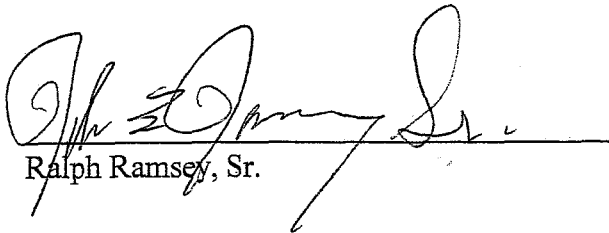
My commission expires: _____



My Commission Expires JAN. 24, 2009

JEFFERSON 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 23rd day of February, 2005.

Notary Public


Amy L. LoCascio

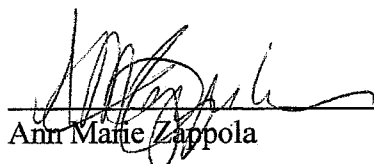
My Commission Expires: _____



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

JEFFERSON COUNTY

Plaintiff:


Ann Marie Zappola

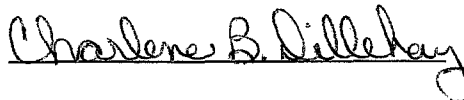
2/18/05
Date

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 day of Feb., 2005.

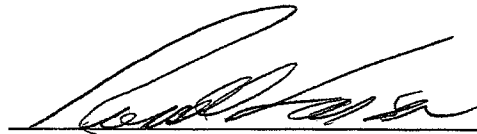
Notary Public



My Commission Expires: January 27, 2007

DATE:

2-15-05



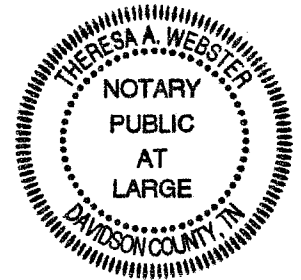
Russell Larson
Plaintiff

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

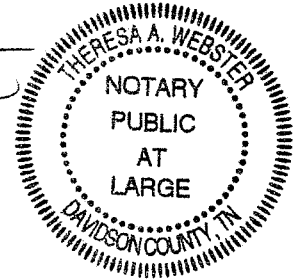
Dennis Cantrell
Plaintiff

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

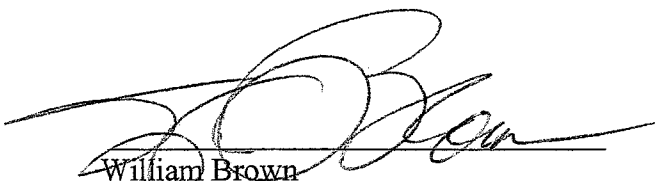
My commission expires:

9-20-08



DATE:

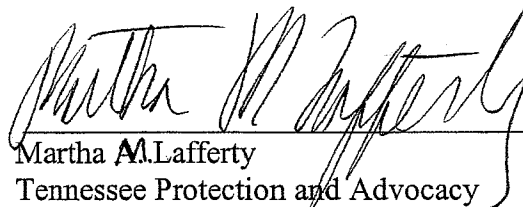
2/7/2005



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

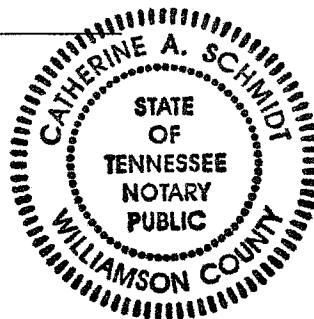
Date: 1/27/05

Ray W. Holm
On behalf of Jefferson County, Defendant

On this the 27 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.

Catherine A. Schmidt
Notary Public

My commission expires: _____



MY COMMISSION EXPIRES AUGUST 12, 2008

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

This document reflects the modifications that will be made to the Jefferson County Courthouse per the agreement of the parties. It is the additional understanding of the parties that Jefferson County will be constructing a new Justice Center which is expected to be completed by Fall of 2006. Following the completion of this facility, all judicial proceedings will be moved to the first floor of the existing courthouse.

**AGREED MODIFICATIONS
JEFFERSON COUNTY**

1. PARKING

- A. The parking lot adjacent to the rear of the building across the alley has (76) spaces. The ADA requires (4) spaces to be designated as handicapped accessible. {4.1.2,(5),(a)}
- B. The (2) existing accessible parking spaces and designated aisles have non-compliant slopes in both directions that exceed the maximum allowable slope of 1" rise in 50" run or 2% maximum in all directions. {4.6.3}

Agreed Solution: No Action Required.

- C. The van accessible space was non-compliant because it has not been designated with the required compliant signage. {4.1.2,(5),(b) & 4.6.4}

Agreed Solution: Install appropriate signage.

- D. The van accessible access aisle route along the front of the car of 58" does not permit a 36" clear space between the concrete wall and the bumper of the vehicle from the wheel stop, making a non-compliant condition. {Page 26, Fig. 9} The front overhang of the vehicle varies from 12" to 24" and the rear overhang of the vehicle varies from 32" to 42".

Agreed Solution: Remove wheelstops and restripe.

2. ACCESSIBLE ROUTE FROM PARKING TO ENTRANCE DOOR

- A. The accessible route from the parking area to the second entrance of the building has an 82' long sidewalk with a compliant running slope of 3.8%; however this sidewalk has non-compliant cross slopes as great as 3.8% along the path. {4.3.7}

Agreed Solution: Remove concrete from that portion of the sidewalk which has non-compliant slope and re-pour.

- B. The maximum running slope without handrails is 5% and the maximum sidewalk cross slope is 2%.

Agreed Solution: Provide appropriate handrail.

- C. The switchback ramp has a single non-compliant handrail due to the 33" height and the 2-3/8" diameter of the rail. The rail height shall be 34" to 38" and the diameter shall be between 1-1/4" to 1-1/2". {4.8.5,(1),(5)}, {4.26.2}

Agreed Solution: Provide appropriate handrail.

- D. The ramp does not have the required handrails or the required handrail extensions on both sides of the ramp. {4.8.5,(1),(2)} The ramp also does not have the minimum 2" high edge protection required on the drop off side of the ramp. {4.8.7}

Agreed Solution: Provide appropriate handrails and edge protection.

- E. The average slope of the first section of the ramp is a non-complaint 8.6% in lieu of the required maximum of 8.33%. The maximum ramp slope shall be 1" rise in 12" run or 8.33% or 4.76 degrees. {4.8.2}

Agreed Solution: No Action Required.

3. ENTRANCE DOOR

- A. The entrance door has an accessible area outside the door but the inside accessible area is non-compliant due to a movable pew. {Page 38, Figure 25(a)}

Agreed Solution: Remove pew.

- B. The door is equipped with compliant lever hardware and a compliant door glass bottom edge located at 40" above the floor.
C. The pull/push force to operate the door is 11 lbs. and has a compliant sweep period of 12 seconds.
D. A loose mat encumbers the interior accessible door space creating a non-compliant condition. {4.5.3}

Agreed Solution: Remove or secure mat.

4. ACCESSIBLE PATH OF TRAVEL FROM ENTRANCE DOOR TO THE FIRST FLOOR COURTROOM DOOR

- A. The accessible path is encumbered by many loose mats creating a non-compliant condition. {4.5.3}

Agreed Solution: Remove or secure mats.

- B. A non-compliant floor transition offset of 5/16" exists between the wood floor and the terrazzo floor. {4.5.2}

Agreed Solution: Shave 1/16" from the terrazzo floor at the place of transition.

5. FIRST FLOOR COURTROOM DOOR

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,16,(a)} & {4.30}

Agreed Solution: County will add appropriate signage.

- B. The entrance door is a double door with non-compliant 28 inch door leafs. {4.13.4} The bottom edge of the door glass is a non-compliant 59 ¾" above the floor in lieu of the 43"-51" minimum height required for a person seated in a wheelchair, {Figure A3}

Agreed Solution: County will provide compliant door leafs; otherwise no action required.

- C. The push/pull force is a non-compliant 6.5 lbs for the non-rated interior door in lieu of the 5 lbs maximum force. {4.13.11(b)}

Agreed Solution: Adjust or replace closure.

- D. The compliant sweep period is 5 seconds.
E. The exterior space of the courtroom door is compliant but the interior space has a non-compliant threshold of 1-5/8" {4.5.2} and a steep non-compliant 16.2% sloping floor. The 11" wide adjacent interior floor area has a 12.6% non-compliant slope. {4.8.2}

Agreed Solution: Modify or replace existing threshold.

- F. The door is equipped with compliant push/pull hardware and non-functioning pinching/latching type hardware.

6. **FIRST FLOOR COURTROOM**

- A. The courtroom will seat approximately (124) people in the wooden pew area and an additional (20) in the rolling chairs in front of the bar rail. The ADA requires (4) compliant wheel chair locations to be provided. {4.1.3(19)(a)} The assembly room size is 43'-1" by 47'-7" or 2,050 square feet.

Agreed Solution: County will remove existing pew(s) to provide 4 compliant wheel chair locations.

- B. The front aisle/bar width is 69", which will not allow for a 30" x 48" space wherein a wheel chair to be located behind the bar and allow a code compliant exit passageway behind the wheelchair. {Page 17, Figure 4(b)}

Agreed Solution: No Action Required.

7. **FIRST FLOOR JURY ROOM**

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,(16),(a)} & {4.30}

Agreed Solution: Add appropriate signage.

- B. The entrance door is 33-½" wide with a non-compliant 31-½" clear opening in lieu of the 32" clear width required. {4.13.5 & Fig. 24}

Agreed Solution: Add appropriate signage.

- C. The entrance door has a compliant floor space on the outside with moveable elements.
D. The entrance door has a compliant floor space of 51-1/2" on the interior due to a movable conference table.
E. The entrance door is equipped with a non-compliant cylindrical knob. {4.13.9}

Agreed Solution: Replace cylindrical knob with compliant hardware.

8. **ACCESSIBLE PATH OF TRAVEL FROM COURTROOM ON THE FIRST FLOOR TO THE JURY ROOM DOOR**

- A. The jurors' exit door from the courtroom has a non-compliant floor space on the inside due to a 35-1/2" wide passageway. {4.3.3 & {Fig. 25}

- B. The jurors' exit door from the courtroom has a non-compliant 32" door leaf size. {4.13.5} & {Fig. 24}
- C. The door is equipped with a non-compliant cylindrical knob. {4.13.9}

Agreed Solution: No action required due to new Judicial Building.

9. ACCESSIBLE PATH OF TRAVEL FROM COURTROOM ON THE FIRST FLOOR TO THE JURY BOX

- A. The opening thru the bar rail is a non-compliant 33". {4.3.3}
- B. The narrowing non-compliant passageway width is 26-½" to 23-½". {4.3.3}
- C. The jury box entrance width is a non-compliant 22-½". {Page 15; Fig. 2 & Fig. 24}

Agreed Solution: The passage through the bar rail will be made accessible. The access to the jury box will be as provided by the State's ADA Policy.

10. JURY BOX ON THE FIRST FLOOR

- A. The jury box is non-compliant due to the presence of one step to get to the first level and a second step to reach to the second level of the jury box. {4.5.2}
- B. The jury box is non-compliant due to space being inadequate to maneuver a wheelchair within. {4.2.3}

Agreed Solution: No action required due to new Judicial Building.

11. WITNESS STAND ON THE FIRST FLOOR

- A. The witness stand is non-compliant due to the presence of (2) 7" steps to access the raised level. {4.5.2}
- B. The witness stand is non-compliant due to an opening of 29". {4.2.1}
- C. The witness stand has a non-compliant maneuvering space of 44" x 43". {4.2.3}

Agreed Solution: The location of a disabled witness will be as provided by the State's ADA Policy.

12. ACCESSIBLE PATH OF TRAVEL TO THE MEN'S TOILET

- A. The accessible path is non-compliant due to the presence of many loose mats. {4.5.3}

Agreed Solution: Remove or secure mats.

- B. A non-compliant floor transition offset of 5/16" exists between the wood floor and the terrazzo floor. {4.5.2}

Agreed Solution: Shave 1/16" from the terrazzo floor at the place of transition.

13. MEN'S TOILET DOOR

- A. The entrance door is a compliant 36" wide single door. However there is a non-compliant 7" push side clearance in lieu of the required 12" minimum. {Page 38, Fig. 25a}
- B.. The signage on the door is non-compliant but the wall signage is compliant and mounted at a non-compliant height of 49" above the floor in lieu of the 60" to the center of the sign. {4.30.6}
- C. The interior floor space has a non-compliant dimension of 38". The interior floor space is required to be 48" minimum. {Page 38, Figure 25c}
- D. The door is equipped with a compliant lever handle {4.13.9}, a closer with a non-compliant closing force of 9-1/2 pounds {4.13.11(b)}, and a compliant closing period of 4.3 seconds.

Agreed Solution: Construct an ADA compliant unisex restroom on first floor.

14. MEN'S TOILET

- A. The toilet has a compliant 60" clear floor space.
- B. The sink is non-compliant due to the drain piping encroaching on the clear space below the sink {4.19.2 & Fig. 31} and the lack of insulation on the plumbing pipes {4.19.4}. The sink is located at the compliant height with a compliant single handle faucet;
- C. The mirror is located at a compliant height of 39 1/2" from finished floor to the bottom edge of the reflective surface.
The paper towel dispenser is located the non-compliant height of 54 1/2". {Page 19, Figure 6(b)}
- D. The soap dispenser is located at the non-compliant height of 51 1/2". {Page 18, Figure 5(a)}

- E. The toilet paper dispenser is located at the compliant height of 19"; however, the front edge is located at the non-compliant position of 37 ½" from the rear wall. {Page 43, Figure 30(d)}
- F. The urinal is located at the compliant height of 17", compliant elongated bowl length of 7", compliant flush valve height of 42" and the compliant flush valve control operation force of 5 pounds.
- G. The toilet is located at the non-compliant dimension of 21" from the sidewall. {Page 42, Figure 28}
- H. The flush valve is located on the non-compliant side of the toilet {4.16.5}, with a non-compliant flush valve activation force of 7 pounds. {4.27.4}.
- I. The height of the toilet seat is located at the compliant height of 18-½".
- J. The sidewall grab bar is 42" long, located at the compliant height of 34", and is positioned at the non-compliant dimension of 11" from the back wall. {Page 42, Fig. 26}
- K. The rear wall grab bar is 36" long, located at the compliant height of 34", and is positioned at the compliant dimension of 6" from the back wall.

Agreed Solution: Construct an ADA compliant unisex restroom on first floor.

15. ACCESSIBLE PATH OF TRAVEL TO THE DRINKING FOUNTAIN

- A. The accessible path is non-compliant due to the presence of many loose mats. {4.5.3}

Agreed Solution: Remove or secure mats.

- B. A non-compliant floor transition offset of 5/16" inches exist between the wood floor and the terrazzo floor. {4.5.2}

Agreed Solution: Shave 1/16" from the terrazzo floor at the place of transition.

16. DRINKING FOUNTAIN

- A. The compliant drinking fountain has the compliant floor space, height to the spout, control location, and water stream height.

17. ACCESSIBLE PATH OF TRAVEL TO THE WOMEN'S TOILET

- A. The accessible path is non-compliant due to the presence of many loose mats. {4.5.3}

Agreed Solution: Remove or secure mats.

- B. A non-compliant floor transition offset of 5/16" exists between the wood floor and the terrazzo floor. {4.5.2}

Agreed Solution: Shave 1/16" from the terrazzo floor at the place of transition.

18. WOMEN'S TOILET

- A. The entrance door is a compliant 36" wide single door.
- B. The signage on the door is located at the non-compliant location {4.30.6} and the wall signage is mounted at the non-compliant height of 49" above the floor on the hinge side of the door. The ADA requires the sign to be mounted on the latch side of the door at 60" to the center of the sign. {4.30.6}
- C. The exterior floor space of the door is non-compliant due to the presence of a movable candy machine. {Page 38, Figure 25(a)} The interior floor space has a non-compliant alcove dimension of 44- 1/2" on the inside of the door. The required minimum alcove width is 54". {Page 38, Figure 25(c)}
- D. The door is equipped with a compliant lever handle and a closer with a non-compliant closing force of 10 pounds instead of 5 lbs maximum. {4.13.11(b)}
- E. The door has a compliant closing period of 4.3 seconds.
- F. This door also has a non-compliant slide bolt at 63 1/2" above the floor even though the lever locking mechanism appears to be functioning correctly. {4.13.9}
- G. The door has a non-compliant pull side clearance of 7" in lieu of the required 18" minimum. {Page 38, Figure 25(a)}
- H. The toilet has a compliant 60" clear floor space.
- I. The sink has non-compliant drain piping encroaching 2-1/2" into the clear accessible space under the sink {4.19.2, & Fig. 31}; however, it is equipped with the compliant insulation.
- J. The sink is equipped with a compliant single handle faucet and is located at the non-compliant height of 35" instead of the required 34". {4.19.2 & Fig. 31}
- K. The mirror is located at a compliant height of 37 1/2" from the finished floor to the bottom edge of the reflective surface.
- L. The paper towel dispenser is located at the non-compliant height of 59 1/4" instead of 48" maximum. {Page 18, Figure 5(a)} & {4.27.3}
- M. The soap dispenser is located at the compliant height of 43".
- N. The toilet paper dispenser is located at the non-compliant height of 18 1/2". {Page 42, Figure 29(b)}, and the front edge is located at the non-compliant position of 38 1/4" from the rear wall. {Page 43, Figure 30(d)} The front edge of the toilet paper has to be 36" maximum from the back wall and 19" minimum to the centerline.
- O. The toilet is located at the non-compliant dimension of 18-3/4" from the sidewall

{Page 42, figure 28}. The flush valve is located on the non-compliant side of the toilet {4.16.5}. The height of the toilet seat is located at the compliant height of 18 ½". The toilet has a non-compliant flush valve activation force of 9 lbs. {4.27.4}

- P. The sidewall grab bar is 42" long, located at the compliant height of 34", and positioned at the non-compliant dimension of 11" from the back wall. {Page 42, Fig 29}
- Q. The rear wall grab bar is 36" long located at the compliant height of 34", and positioned at the compliant dimension of 5-½" from the back wall.
- R. A changing station is located at a non-compliant height of 34-¼" {4.32.4} and a non-compliant location not allowing the required 30" x 48" access space in front of the changing station. The space between the sink and the changing station is 27-3/4. {4.2.4.1, & Fig. 4(b)}

Agreed Solution: Construct an ADA compliant unisex restroom on the first floor.

19. ACCESSIBLE PATH OF TRAVEL TO THE COURT CLERK OFFICE

- A. The accessible path is non-compliant due to the presence of many loose mats. {4.5.3}

Agreed Solution: Remove or secure mats.

- B. A non-compliant floor transition offset of 5/16" exists between the wood floor and the terrazzo floor. {4.5.2}

Agreed Solution: Shave 1/16" from the terrazzo floor at the place of transition.

20. CIRCUIT/SESSIONS COURT CLERK OFFICE

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,(16),(a)} & {4.30}

Agreed Solution: Add appropriate signage.

- B. The entrance door is a compliant 36" wide single door.
- C. The push side clearance of the door is a compliant 8".
- D. The interior floor space has a non-compliant dimension of 44-1/2" clear. {Page 38, Figure 25 (a)}

Agreed Solution: Bookcase encroaching on the pull side

clearance to be relocated.

- E. The door is equipped with a non-compliant cylindrical knob. {4.13.9}

Agreed Solution: Replace cylindrical knob with compliant hardware.

- F. The bottom of the door glass is located at a compliant 43" above finished floor.

21. JURY CHECK-IN OFFICE

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,(16),(a)} & {4.30}

Agreed Solution: Will add appropriate signage.

- B. The entrance door is a compliant 36" wide single door.
C. The push side clearance of the door is compliant.
D. The interior floor space is compliant.
E. The door is equipped with a non-compliant cylindrical knob. {4.13.9}

Agreed Solution: Replace cylindrical knob with compliant hardware.

- F. The bottom of the door glass is located a compliant 43" above finished floor.

22. ACCESSIBLE PATH OF TRAVEL TO THE SECOND FLOOR GENERAL SESSIONS COURT

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,(16),(a)} & {4.30}
B. The path of travel to the second floor is accomplished by a non-compliant stair and the non-compliant presence of many loose mats along the way. {4.5.3} See Item 31 below.

Agreed Solution: No action required due to new Judicial Building.

23. ACCESSIBLE PATH OF TRAVEL TO THE SECOND FLOOR CLERK & MASTER

- A. The path of travel to the second floor is accomplished by a non-compliant stair

and the non-compliant presence of many loose mats along the way. {4.5.3} See Item 31 below.

Agreed Solution: No action required due to new Judicial Building.

24. SECOND FLOOR CLERK & MASTER DOOR

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,(16),(a)} & {4.30}
- B. The entrance door is a single door with a non-compliant 33 inch door leaf. {4.13.5 & Fig. 24}
- C. The push side clearance of the door is non-compliant due to the 5 ¾" side clearance. {Page 38, Figure 25(a)}
- D. The interior floor space has a non-compliant dimension of 46 ½". {Page 38, Figure 25(a)}
- E. The door is equipped with a non-compliant cylindrical knob {4.13.9} and a closer with a compliant closing force of 5 pounds. The door has a compliant closing period of 4.7 seconds.
- F. The bottom of the door glass is located a compliant 39" above finished floor.

Agreed Solution: No action required due to new Judicial Building.

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

- A. The path of travel to the second floor is accomplished by a non-compliant stair and the non-compliant presence of many loose mats along the way. {4.5.3} See Item 31 below.

Agreed Solution: No action required due to new Judicial Building.

26. SECOND FLOOR GENERAL SESSIONS COURTROOM DOOR

- A. The signage was non-compliant because of the location, size of characters and the lack of Braille. {4.1.3,(16),(a)} & {4.30}
- B. The entrance door is a compliant double door with two 36" door leafs.
- C. The left door is equipped with compliant push/pull hardware located at 38" above the floor and a closer with a non-compliant closing force of 7 pounds {4.13.11(2), (b)}. The door has a non-compliant closing period of 2.88 seconds {4.13.10}

- D. The bottom of the door glass is located a non-compliant 58" above finished floor. {Figure A3}
- E. The right door is equipped with compliant push/pull hardware located at 38" above the finished floor. The door has a closer with a non-compliant closing force of 7 pounds {4.13.11(2), (b)} and a non-compliant closing period of 2.65 seconds. {4.13.10}
- F. The exterior and interior floor space of the courtroom door is compliant.
- G. The door access is non-compliant due to a carpet edge strip that exceeds the 1 to 2 maximum slope. {4.5.2}

Agreed Solution: No action required due to new Judicial Building.

27. SECOND FLOOR GENERAL SESSIONS COURTROOM

- A. The courtroom will seat approximately (56) people in the wooden pew area and an additional (12) in the rolling chairs in front of the bar rail. There are no wheel chair locations provided. The ADA requires (2) compliant wheel chair locations to be provided. {4.1.3(19)(a)}
- B. The front aisle/bar width is a compliant 76-3/4".
- C. The side aisle is a non-compliant width of 34". {4.2.1}

Agreed Solution: No action required due to new Judicial Building.

28. ACCESSIBLE PATH OF TRAVEL IN THE SECOND FLOOR GENERAL SESSIONS COURTROOM TO THE WITNESS STAND

- A. The compliant passageway thru the bar rail opening is 36".
- B. The narrowing non-compliant passageway width is 32-5/8" to 33-5/8". {4.3.3}
- C. The entrance to the witness box is a non-compliant width of 25 1/2". {4.2.1}
- D. The witness stand is also non-compliant due to the presence of (1) 9" step and an additional 8-1/2" step. {4.3.8}

Agreed Solution: No action required due to new Judicial Building.

29. WITNESS STAND ON THE SECOND FLOOR

- A. The witness stand is non-compliant due to the presence of one 9" step and an additional 8 1/2" step to access the raised level. A sign has been placed stating "Caution High Steps". {4.5.2}
- B. The witness stand has a compliant opening of 40 1/4" and a non-compliant

maneuvering space within the witness stand of 34-1/2" x 54". {4.2.3}

Agreed Solution: No action required due to new Judicial Building.

30. DRINKING FOUNTAIN

- A. The drinking fountain is a non-compliant type, the height to the spout is a non-compliant 43" above the floor, {4.15.2} the non-compliant control location is on the spout, {4.15.4} and water stream is a compliant height of 6-1/2".

Agreed Solution: No action required due to new Judicial Building.

31. STAIR TO THE SECOND FLOOR

- A. This stair is a non-compliant means of egress.
B. The treads are 12".
C. The risers are 6 3/4".
D. The square nosings are a non-compliant 1-1/2". {4.9.3}
E. The wall handrails are a compliant 1-3/4" from the wall and a non-compliant 2-3/8" wide and 1-3/4" thick. {There are no handrail extensions. {4.9.4(3), {4.26.2}, {4.9.4(2)}}
F. The open side rail is 29" above the nosings. {4.9.4 (5)} & {2000 Edition of NFPA 101, 7.2.4.6(1)}
G. The non-compliance landing head clearance of the highest landing is 69", {4.4.2}
H. The guardrail/wall on the second floor is 28-3/4" high and a safety hazard. The Life Safety Code requires a minimum of 42" of guardrail/wall. {2000 Edition of NFPA 101, 7.2.2.4.6(2)}
I. There is unlawful unprotected chemical storage under the stair.

Agreed Solution: No action required due to new Judicial Building.

32. ELEVATOR

- A. There is no elevator in this building. {4.14 & 4.5.2}

Agreed Solution: No action required due to new Judicial Building.

33. PUBLIC PHONE

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

Agreed Solution: No action required due to new Judicial Building.

34. DIRECTIONAL SIGNAGE

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

Agreed Solution: Will add appropriate signage.

- B. Non-compliant directional signage for accessible toilet. {4.1.2,(7),(d)}

Agreed Solution: Will add appropriate signage.

35. 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: No action required.