

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 – BLEDSOE 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 Bledsoe 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 Bledsoe County Courthouse or the Bledsoe County Judicial Center, including, but not limited to, all claims for back pay, lost wages, compensatory damages, injuries to person and property, reimbursement of out of pocket expenses, physical or emotional injury and stress, any punitive type damages, attorneys fees, costs, experts’ witness fees and any and all other damages.

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

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

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

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

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

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

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

13. Notwithstanding any unforeseen future contingencies that might impact the Alterations set forth in Appendix A, Defendant County agrees to refrain from taking any action that will diminish the level of physical accessibility of the judicial program conducted in Defendant County's subject facilities as achieved through the Alterations enumerated in

Appendix A. This paragraph shall not be read to prohibit the curtailment of a judicial program, service, or activity at any of Defendant County's subject facilities for reasons unrelated to compliance with the ADA unless such action eliminates the only such accessible program, service, or activity in Defendant County's subject facilities.

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

ENFORCEMENT AND MONITORING

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

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

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

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

19. If at any time Defendant County wishes to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, Defendant County's designated representative will promptly notify Plaintiffs in writing (at the address for Plaintiffs set forth in Paragraph 18), setting forth the facts and circumstances thought to justify

modification and the substance of the proposed modification, and provide evidence to support their position that such modification is necessary. Until there is written assent or agreement by Plaintiffs to the proposed modification, the proposed modification will not take effect. If the requested modification is not approved within thirty (30) days of the date of written notification of such need, then Defendant County may proceed as a Complaining Party under the provisions of Paragraph 16 of the Agreement.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

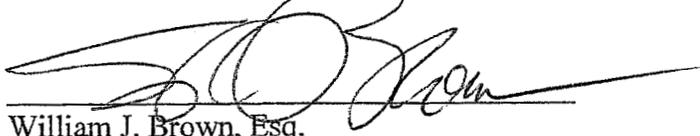
26. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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

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

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

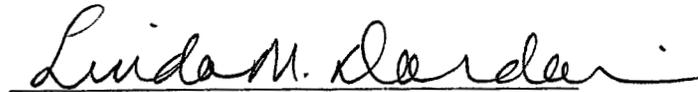
For Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola, Ralph E. Ramsey, Sr., Dennis Cantrel, and A. Russell Larson:



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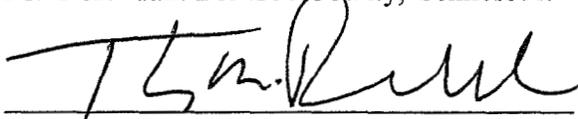


Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
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Oakland, CA 94612-3534
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Attorneys for Plaintiffs

Date: 2/15/05

For Defendant Bledsoe County, Tennessee:



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

Date: 1-26-05

For Defendant County:

Bledsoe County, Tennessee

By: 

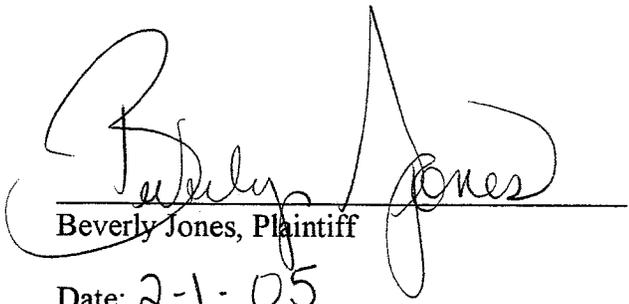
Name: George J. Rich

Title: Magistrate

Date: 1-24-05

George Lane
George Lane, Plaintiff

Date: 1-1-05


Beverly Jones, Plaintiff
Date: 2-1-05

BLEDSON COUNTY

Plaintiff:



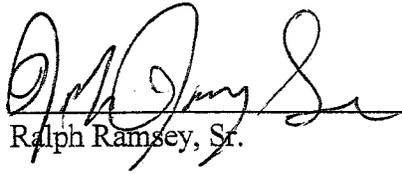
Ann Marie Zappala

2/17/05

Date

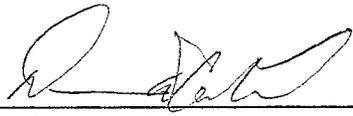
BLEDSON COUNTY

Plaintiff:



Ralph Ramsey, Sr.

2-23-05
Date



Dennis Cantrel, Plaintiff

Date: 2/5/2005



A. Russell Larson, Plaintiff

Date: 2-15-05

AGREED SETTLEMENT BLEDSOE COUNTY

1. Parking Area for the Courthouse

- A. *There are (61) parking spaces around the perimeter of the building. The ADA requires that (4) spaces be designated as handicapped accessible. The (2) existing designated parking spaces on the Main Street side are non-compliant since they do not have any designated aisles located on the side of the parking space. {4.6.6} {Page 26, Fig. 10}*
- B. *The width of these parking spaces is a non-compliant 116" from the curb. {4.6.3 & 4.3.3}*
- C. *The curb length of these two spaces is a compliant length of 240" and 244".*
- D. *There is a compliant asphalt ramp from the street level to the curb and sidewalk with a compliant slope of 10%.*
- E. *The (2) handicap parking spaces have a non-compliant average running slope of 1.95% and non-compliant cross slopes up to 6%. {4.6.3 & 4.7.2}*
- F. *There was no signage for these handicap parking spaces except the symbol that is painted on the street in the center of each. {4.6.4}*
- G. *A van accessible space has not been designated with the required compliant signage. {4.6.4}*

AGREED SOLUTION: No action as all parking spaces and sidewalks belong to the City of Pikeville.

2. Accessible Path of Travel from Parking Area to Entrance Door of First Floor of Courthouse

- A. *There is a 60" sidewalk parallel to the street and a 35'-3" long by 72" wide compliant walkway to the ramp area at the front entrance to the building.*
- B. *The average slope from the curb to the handicap ramp area at the entrance for the building is a compliant 2.2%.*
- C. *The landing area at the bottom of the handicap ramp to the entrance of the building is a non-compliant 47" by 53". {4.8.4(2)}*
- D. *The ramp length is 10'-3". The width between the handrails is a compliant 47-1/4".*
- E. *The handrail varies between a compliant height of 36-1/4" and 37-3/4".*
- F. *There is no required edge on the ramp, to protect against the 10" vertical drop. {4.8.7}*

AGREED SOLUTION: County will modify the landing area at the bottom of the handicap ramp (Item 2(C)) and the edge on the ramp (Item 2(F)) in accordance with the ADA.

3. Entrance Door to the First Floor of the Courthouse

D. There is a non-compliant large door mat that encumbers the inside floor at the doorway.

Agreed Solution: No action required.

4. First Floor Chancery Court Clerk Office

B. The room identification signage is completely non-compliant based on {4.1.3, 16, (a)} & {4.30}.

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

F. The push force to open the door is a non-compliant 6 lbs. {4.113.11(b)} and the closure time is a compliant 4.9 seconds.

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

5. First Floor Chancery Courtroom Door

A. The room identification signage is completely non-compliant based on {4.1.3, 16, (a)} & {4.30}.

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

D. The push pressure to open this door is a non-compliant 7 lbs. {4.13.11(b)} and the swing time is a compliant 6.8 seconds.

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

6. First Floor Chancery Courtroom

A. The visitor seating has (24) fixed seats and 13) movable chairs. There is compliant area for the required wheelchair positions. This courtroom is 26'-8" by 30'-3" or approximately 806 square feet. The ADA requires (4) compliant wheel chair locations to be provided.

Agreed Solution: No action required.

7. First Floor Chancery Courtroom Witness Stand

- B. *There is a handrail on only one side of this ramp and the ADA requires a handrail to be located on both sides. {4.8.5(1)} The handrail does not extend beyond the ends of the ramp extensions which is non-compliant. {4.8.5(2) & Page 31, Fig. 17}*

Agreed Solution: No action required.

- C. *The distance from the floor to the top of the handrail is a non-compliant 33-1/2". {4.8.5(5), Page 31, Fig. 17}*

Agreed Solution: No action required.

- D. *The space between the wall and the handrail becomes non-compliant as one proceeds up the ramp because of finished woodwork that comes behind it near the top end reducing the handrail clearance space to almost zero. {4.8.5(3) & Page 51, Fig. 39}*

Agreed Solution: No action required.

8. First Floor Men's Public Restroom

- B. *The signage on the door is non-compliant {4.30.1} and is a non-compliant height of 63" from the floor. {4.30.6}*

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

- C. *The door to this toilet is a compliant 36" wide and equipped with a closer. It has non-latching push/pull hardware, a compliant closure time of 17.8 seconds, and a non-compliant push pressure of 7 lbs. {4.13.11(b)} The inside pull side clearance is a non-compliant 7-3/4". {Page 38, Fig. 25(a)} The outside push side clearance is a compliant 11".*

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

- E. *There is a sink counter with (3) sinks. The countertop is a non-compliant height of 35-7/8" from the floor. {4.19.2} The clear access width for the underside of the first sink is a non-compliant 28". {4.19.3} The other (2) sinks have a compliant underside access width of 30-3/4".*

Agreed Solution: Lower countertop to 34".

- F. *The plumbing under these sinks is non-compliant since it is not insulated. {4.19.4}*

Agreed Solution: Insulate exposed under-lavatory pipes at all three sinks in accordance with {4.19.4}.

- G. *The paper towel dispenser over the sink counter is a non-compliant 52-7/8" from the floor since a forward reach is required. {Page 19, Fig. 6(a)}*

Agreed Solution: Lower dispenser to meet requirements of {Fig. 6(a), page 19}.

- J. The bottom of the mirror is a non-compliant distance from the floor of 40-1/2". {4.19.6}

Agreed Solution: Lower mirror to 40".

- N. The toilet is a non-compliant 19" to center from the wall. {4.16.5 & Page 43, Fig. 30(a)}
The seat height is a compliant 17-1/4".

Agreed Solution: No action required.

- P. The grab bar is a non-compliant height of 36-1/4" from floor. {Page 42, Fig. 29} This is an "L" shaped grab bar that is non-compliant because the front edge of the sidewall grab bar is 50" from the back wall. {Page 42, Fig. 29}

Agreed Solution: No action required.

- Q. The urinal is a non-compliant height of 18-3/4" from the floor {4.18.2} and a compliant 14" from the back wall. The center of the urinal from the side wall is a non-compliant 13". {4.18.3} The flush valve is a compliant 39-3/8" from the floor and has a compliant pull pressure of 5 lbs.

Agreed Solution: Urinal shall be lowered to 17".

9. First Floor Women's Public Restroom

- B. The signage on the door is non-compliant {4.30}, and in a non-compliant location and a non-compliant height of 63" from the floor. {4.30.6}

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

- C. The door to this toilet is a compliant 36" wide and equipped with a closer. It has a non-latching push/pull hardware, a compliant closure time of 8.15 seconds, and a non-compliant push pressure of 7 lbs. {4.13.11(2)(b)} The inside pull side clearance is a non-compliant 7-3/4". {Page 39, Fig. 25(a)} The outside push side clearance is a compliant 11".

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

- D. The inside area for the door is a non-compliant alcove measuring 48" wide by 60" long. {Page 38, Fig. 25(a)}

Agreed Solution: No action required.

- E. There is a sink counter with (3) sinks. The countertop is a non-compliant height of 36-1/8" from the floor. {4.19.2 & Page 44, Fig. 31} The clear access width for the underside of the

first sink is a non-compliant 27-1/4". {4.19.3} The other (2) sinks have a compliant underside access width of 31" and 32".

Agreed Solution: Lower countertop to 34".

- F. The plumbing under these sinks is non-compliant since it is not insulated. {4.19.4}

Agreed Solution: Insulate exposed under-lavatory pipes at all three sinks in accordance with {4.19.4}.

- G. The paper towel dispenser over the sink counter is a non-compliant 52-7/8" front reach from the floor since a forward reach is required. {Page 18, Fig. 5}

Agreed Solution: Lower dispenser to meet requirements of {Fig. 6(a), page 19}.

- J. The bottom of the mirror is a non-compliant distance from the floor of 41-3/8". {4.19.6}

Agreed Solution: Lower mirror to 40".

- L. The door has compliant hardware and a non-compliant coat hook at 56" from the floor. {Page 18, Fig. 5(a)} & {Page 19, Fig. 6(b)}

Agreed Solution: Lower coat hook to meet requirements of {Fig. 5(a), Page 18 and Fig. 6(b), Page 19}.

- P. The grab bar is a compliant height of 34-5/8" from floor. This is an "L" shaped grab bar that is non-compliant because the end of the side wall grab bar is only 49-5/8" from the back wall. {Page 42, Fig. 29}

Agreed Solution: No action required.

10. First Floor Public Telephone

- A. The public telephone protrudes a non-compliant 7-1/8" from the wall. {4.4.1}

Agreed Solution: County will contact telephone company to determine if phone can be relocated. If it cannot, County will remove the phone.

- D. There is no compliant volume control. {4.31.5(2)}

Agreed Solution: No action required.

11. First Floor Public Drinking Fountain

- B. The lower fountain spout is a non-compliant 34" from the floor since the mounting location does not permit the required clearance below the front of the unit. {4.15.2}

Agreed Solution: No action required.

- C. *The water flow height is non-compliant at less than 2". {4.15.3}*

Agreed Solution: Adjust water flow height in accordance with {4.15.3}.

- D. *The under side of the fountain is a non-compliant height of 26-1/2" from the floor. {4.15.5(1) & Page 41, Fig. 27}*

Agreed Solution: Raise water fountain so that bottom of apron is at least 27" from the floor.

- E. *The base of the fountain protrudes a non-compliant 6-3/4" from the wall {4.15.5 & Page 41, Fig. 27} and is a compliant 8 1/2" horizontal clearance from the front and 10 1/2" vertical clearance from the floor.*

Agreed Solution: No action required.

12. First Floor Fire Extinguisher

- A. *On the First Floor in the main hallway there is a fire extinguisher mounted at a non-compliant height of 80" above the floor. {Page 18, Fig. 5(a)} & {Page 19, Fig. 6(b)}*

Agreed Solution: Lower fire extinguisher to meet requirements of {Fig. 5(b), Page 18 and Fig. 6(b), Page 19}.

13. Elevator

- B. *The height of the center line of the call button was a non-compliant 40-3/8" on the First Floor and a non-compliant center height of 41-3/4" on the Second Floor. {4.10.3}*

Agreed Solution: No action required.

- C. *The emergency phone system was not well designated, had no calling instructions, had no volume control and no Braille and is non-compliant. {4.10}*

Agreed Solution: County will add instructional signage which complies with ADAAG 4.10.

14. Second Floor Circuit Court Clerk Office

- B. *The room identification signage is completely non-compliant based on {4.1.3, 16, (a)} & {4.30}.*

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

15. Second Floor Circuit Courtroom Door

- B. *The signage for this courtroom is non-compliant because of height, character size and the lack of Braille. {4.30}*

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

- C. *The entrance to this court is through a non-compliant double acting swinging (2) leaf door, each being 30" wide. {4.13.4} The push force for both doors is a compliant 1.5 lbs.*

Agreed Solution: Provide kick plates on doors.

16. Second Floor Circuit Courtroom

- B. *The visitor's section has (154) fixed seats. In front of the bar, there are (6) movable chairs and (2) benches that will seat (3) people each. There are no designated locations for handicapped. There should be a minimum of (4) handicap spaces. {4.1.3(19)(a)} & {4.33}*

Agreed Solution: Plaintiffs agree that there is sufficient floor space to accommodate five wheelchairs at the front of the courtroom. County will ensure that no wheelchair is placed in any path of travel. County will also install appropriate signage designating these spaces as handicapped seating.

17. Second Floor Circuit Courtroom's Witness Stand/Jury Box Access

- B. *The railings for the ramp are at a non-compliant height from the floor of 33-1/2" and 33-3/8". {4.8.5(5)} Both handrails are non-compliant since they do not extend beyond the length of the ramp. {4.8.5(2)}, {Page 31, Fig. 17} & {Page 51, Fig. 39}*

Agreed Solution: No action required.

- C. *The space from the top end of the ramp to the wall is a non-compliant 47-1/2" x 49". {4.8.4(3)}*

Agreed Solution: No action required.

18. Second Floor Circuit Courtroom Jury Box

- A. *The non-compliant entrance to the front row in the jury box is by way of one 6-3/4" step {4.5.2}. The front row jury box entrance is a compliant width of 39-1/2" and has (6) movable chairs.*

- B. *The non-compliant entrance to the back row in the jury box is by two 6-3/4" steps up to that level {4.5.2}. The back row jury box entrance is a compliant width of 42-1/2" and has (6) movable chairs.*

Agreed Solution: Plaintiffs agree that the jury box and location of the jury are part of the state judicial program and will be addressed by the state.

19. Second Floor Circuit Court Jury Room

- A. The signage for the room is non-compliant because of height {4.30.6}, character size {4.30.3} and the lack of Braille. {4.30.4}

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

- D. The push pressure to open the door is a non-compliant 9 lbs., {4.13.11(b)} and the closure time is a compliant 8 seconds.

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

- E. The Jury Room is a large room with a refreshment cabinet at a non-compliant height of 34". There is a sink mounted at a non-compliant height of 36" with compliant wrist blades. {Page 19, Fig. 5(b)} & {Page 19, Fig. 6(c)}{4.32.4}{5.2}

Agreed Solution: No action required.

20. Second Floor Men's Toilet for Circuit Court Jury Room

- A. The entrance area to the men's restroom is compliant.
- B. The signage on the door is non-compliant {4.1.3(16)(a)} and is in a non-compliant location and located a non-compliant height of 61-7/8" from the floor. {4.30.6}
- C. The door to this toilet is a compliant 36" wide door. It has compliant lever hardware and a compliant closure time of 7.2 seconds. The push pressure to open the door is compliant 8 lbs. since it is a rated door. The threshold is smooth and compliant.
- D. The inside area of this restroom is non-compliant, primarily because the door opens to the inside and encroaches on the clear floor space. {4.22.2}{4.22.3}
- E. The top of the sink is 33-1/2" from the floor making the underside non-compliant. {Page 44, Fig. 31} The plumbing piping is non-compliant since the piping is not insulated. {4.19.4} The distance from the sink center line to the side wall is a non-compliant 12". {4.19.3}
- F. The paper towel dispenser with a front approach only is a non-compliant 53-1/2" from the floor. {Page 18, Fig. 5} & {Page 19, Fig. 6}
- G. The soap dispenser is a compliant height of 40-3/4" from the floor.
- H. The bottom of the mirror is a compliant distance from the floor of 40".
- I. The accessible toilet is a non-compliant 22" to center from the wall. {Page 42, Fig. 28} The seat height is a compliant 17-1/2".
- J. The toilet paper dispenser is compliant with (2) rolls at 21" from the floor and an overall distance from the back wall of 36".

- K. The grab bar is a compliant height of 34-1/4" from floor to center. This is an "L" shaped grab bar that is non-compliant because the side wall grab bar front edge is 50" from the back wall. {4.17.6 & Page 42, Fig. 29}

Agreed Solution: No action required. Modify room identification from Men's to Unisex (symbol of accessibility is not to be provided). Signage will comply with {4.30.6}.

21. Second Floor Women's Toilet for Circuit Court Jury Room

- A. The entrance area to the women's restroom is compliant.
- B. The signage on the door is non-compliant {4.30.1} and is located a non-compliant height of 62-3/4" from the floor. {4.30.6}
- C. The door to this toilet is a compliant 36" wide door. It has compliant lever hardware and a compliant closure time of 5.5 seconds. The push pressure to open the door is compliant 7 lbs. since it is a rated door. The threshold is smooth and compliant.
- D. The inside area of this restroom is non-compliant, primarily because the door opens to the inside and encroaches on the clear floor space. {4.22.2}{4.22.3}
- E. The top of the sink is 33-1/2" from the floor making the underside non-compliant. {4.19.2} & {Page 44, Fig. 31}. The plumbing piping is non-compliant since the piping is not insulated. {4.19.4} The distance from the sink center line to the side wall is a non-compliant 13 1/4". {4.19.3} & {Page 44, Fig. 32}
- F. The paper towel dispenser with front only access is a non-compliant 54" from the floor. {Page 18, Fig. 5(a)} & {Page 19, Fig. 6(b)}
- G. The soap dispenser is a compliant height of 41" from the floor.
- H. The bottom of the mirror is a compliant distance from the floor of 39-1/2".
- I. The accessible toilet is a non-compliant 20" to center from the wall. {Page 42, Fig. 28} The seat height is a compliant 17-1/2".
- J. The toilet paper dispenser is compliant with (2) rolls at 21" from the floor and an overall distance from the back wall of 36".
- K. The grab bar is a compliant height of 34" from floor to center. This is an "L" shaped grab bar that is non-compliant because the side grab bar front edge is 50" from the back wall. {4.17.6} & {Page 42, Fig. 29}

Agreed Solution: Make this a unisex accessible restroom in accordance with {4.22}. Reverse door swing and provide Unisex accessible room identification signage.

22. Directional Signage

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

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

23. 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: Provide an area of rescue assistance in accordance with {4.3.11}.