

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 – LEWIS 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 Lewis 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. Lewis County is a Public Entity as that term is defined in 42 U.S.C. § 12131(1). Lewis 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 Lewis 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 Lewis 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 Plaintiff's claims against the Defendant County, arising out of the alleged inaccessibility of the Lewis 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 Lewis 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 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 at completing 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 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 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 have ever attempted to access judicial proceedings that are offered in Defendant 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 Defendant 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.

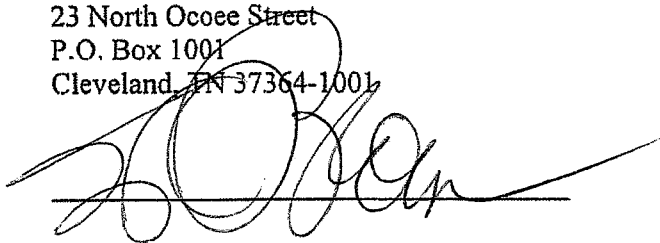
27. This Agreement shall become effective once signed by all parties and the effective date will be the date of the last signature affixed hereto.

28. This Agreement is contingent on the State of Tennessee approving the Compromise and Settlement Agreement between Plaintiffs and the State of Tennessee 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 by through December 17, 2004 and not paid by the State. In the event that the Memorandum of Understanding 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 and all defenses, otherwise available, would continue to be available included but not limited to standing and are not waived by this Agreement.

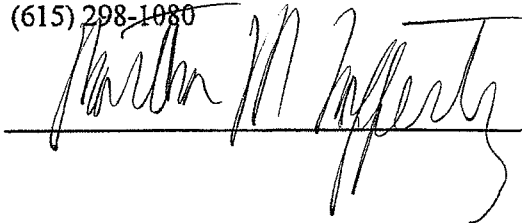
IN WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

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

A handwritten signature in black ink, appearing to read "W. J. Brown", written over a horizontal line.

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

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

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

Linda M. Dardarian

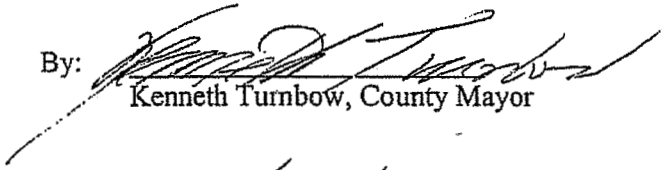
Attorneys for Plaintiffs

Date: _____

For Defendant County:

Lewis County, Tennessee

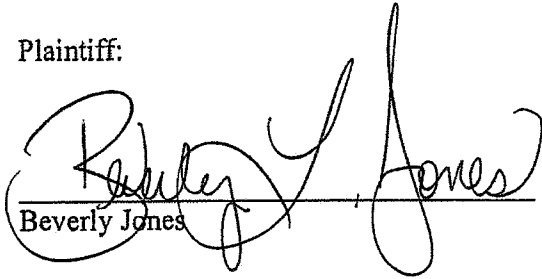
By:


Kenneth Turnbow, County Mayor

Date:

4/27/2005

Plaintiff:


Beverly Jones

2-11-05
Date

LEWIS COUNTY

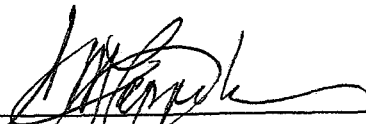
Plaintiff:

2-14-05 *George Lane*
George Lane

2-14-05
Date

LEWIS COUNTY


Plaintiff:



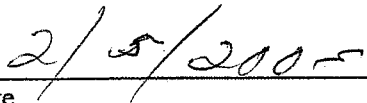
Ann Marie Zappola

2/17/05
Date

Plaintiff:



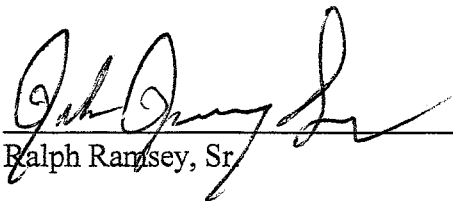
Dennis Cantrel



Date

LEWIS COUNTY


Plaintiff:



Ralph Ramsey, Sr

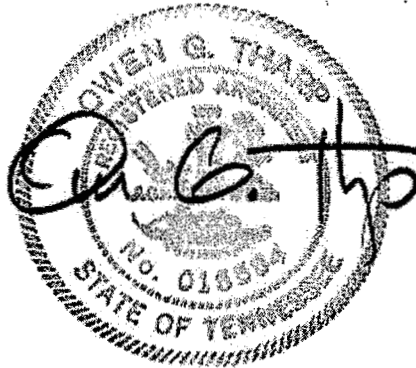
2-23-05
Date

Plaintiff:


A. Russell Larson

2-15-05
Date

REVIEW OF ADA ISSUES
JUDICIAL SERVICES
FOR
LEWIS COUNTY COURTHOUSE



The information contained in this Review is described in the Work Statement contained in Section I. The information contained in this Review is copyrighted and may be used only by the parties associated with litigation in the case of Lane et.al v. the State of Tennessee et.al that is pending in the Federal District Court for the Middle District of Tennessee Docket No. 3:98 CV 0731.

Issue Date: June 22, 2004
Site Visit Date: June 18, 2004
Revised: August 23, 2004

BWSC | BARGE
WAGGONER
SUMNER &
CANNON, INC.

211 Commerce Street, Suite 600
Nashville, Tennessee 37201
Phone: 615-254-1500
Fax: 615-255-6572

APPENDIX A

TABLE OF CONTENTS

I.	INTRODUCTION.....	Page 2
	A. Work Statement	
	B. The Americans With Disabilities Act	
II.	FACILITY BACKGROUND.....	Page 3
III.	FACILITY EVALUATIONS/COMPLIANCE STRATEGIES/OPINIONS	Page 3 - 8
	A. Accessible Parking	
	B. Accessible Route from Parking to Entrance Door	
	C. Accessible Path of Travel, Elevator Lobby	
	D. Elevator	
	E. Path of Travel to Second Floor Small Courtroom	
	F. Second Floor Courtroom Witness Stand	
	G. Path of Travel to the Second Floor Large Courtroom	
	H. Second Floor Large Courtroom Door	
	I. Second Floor Large Courtroom Witness Stand	
	J. Second Floor Large Courtroom Jury Box	
	K. Accessible Toilet Room	
	L. Drinking Fountains	
	M. Fire Extinguishers	
	N. Interior Signage	
	O. Area of Rescue Assistance	

ATTACHMENTS

- A. Site

LOCATION:

Lewis County Courthouse
110 North Park Street
Hohenwald, TN 38462

I. INTRODUCTION**A. WORK STATEMENT**

This report is prepared by Barge Waggoner Sumner & Cannon, Inc. (BWSC) at the request of Manier & Herod. The information contained herein is a response to the ADA Compliance Report, Judicial Services, on the Lewis County, TN, Courthouse, prepared by Falconnier Design Co. (FDC) and dated April 19, 2004. Data for this report was obtained in a field investigation by BWSC on June 18, 2004. This report responds to items noted and issues raised in the report by FDC. Recommendations are made with the goal of providing access for the disabled to judicial services now provided within the building.

Accessibility Compliance for the purposes of this report means compliance with ADAAG regulations (Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities Appendix A to Part 36 – Standards for Accessible Design Federal Register / Vol. 56, no. 144 / Friday, July 26, 1991, Rules and Regulations.)

This report is not intended to be a complete review of the designated building in relation to requirements of the Americans with Disabilities Act. It addresses only accessibility issues relative to the judicial services provided in the building. It does not address Building Code compliance or Life Safety issues. Alterations undertaken to provide greater accessibility may trigger requirements for Building Code compliance. Any alterations to the building should be designed and reviewed on site by a design professional licensed in the State of Tennessee and must be approved by any Building Authority having jurisdiction.

B. THE AMERICANS WITH DISABILITIES ACT

The American with Disabilities Act (ADA) is a federal civil rights act enacted in 1990 prohibiting discrimination against people with disabilities. There are five sections, or "titles," which cover different aspects of discrimination:

- Title I Employment
- Title II State and Local Government
- Title III Public Accommodations and Commercial Facilities
- Title IV Telecommunications
- Title V Miscellaneous provisions of the law

The judicial services provided in this courthouse fall under the requirements of Title II. The following excerpts from "The Americans with Disabilities Act Title II Technical Assistance Manual" explain some of these requirements.

“Title II of ADA covers programs, activities, and services of public entities. It is divided into two subtitles. Subtitle A is intended to protect qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments.”

“A public entity may not deny the benefits of its programs, activities, and services to individuals with disabilities because its facilities are inaccessible. A public entity’s services, programs, or activities, when viewed in their entirety, must be readily accessible to and usable by individuals with disabilities. This standard, known as “program accessibility,” applies to all existing facilities of a public entity. Public entities, however, are not necessarily required to make each of their existing facilities accessible.”

“Public entities may achieve program accessibility by a number of methods. In many situations, providing access to facilities through structural methods, such as alteration of existing facilities and acquisition or construction of additional facilities, may be the most efficient method of providing program accessibility. The public entity may, however, pursue alternatives to structural changes in order to achieve program accessibility. Nonstructural methods include acquisition or redesign of equipment, assignment of aides to beneficiaries, and provision of services at alternate accessible sites.”

“Unlike private entities under Title III, public entities are not required to remove barriers from each facility, even if removal is readily achievable. A public entity must make its “programs” accessible. Physical changes to a building are required only when there is no other feasible way to make the program accessible.”

In altering facilities in order to make them accessible, government entities must comply with the ADA Standards (ADAAG) unless it is “technically infeasible” to do so. If technically infeasible, the alteration must comply “to the maximum extent feasible.” “Technically infeasible” is defined as having little likelihood of being done because a major structural member would have to be moved or because an existing physical or site constraint prohibits compliance.

II. FACILITY BACKGROUND

The Lewis County Courthouse is a two-story building with a basement, constructed in 1939. The construction is load-bearing masonry walls with concrete slab floors supported on steel bar joists. Interior walls are masonry finished with plaster or wood paneling.

Some alterations have been made in the recent past with the goal of providing greater accessibility. These include the addition of an elevator serving the two floors, the basement, and a new at-grade Entrance/Elevator Lobby. An accessible Unisex Toilet Room was also added on the First Floor.

III. FACILITY EVALUATIONS/COMPLIANCE STRATEGIES/OPINIONS

NOTE: The FDC Report contains sections discussing rooms and paths of travel which are acknowledged by FDC to be completely compliant with ADAAG regulations. For

clarity, this report will respond only to areas and items of non-compliance identified in the FDC Report.

RECOMMENDATIONS ARE TO BE FOLLOWED UNLESS OTHERWISE NOTED HEREIN

A. ACCESSIBLE PARKING

ISSUE: (Ref: Sec. 1, FDC Report) The primary deficiencies in accessible parking for this building are the number of handicap spaces and the height of signage designating those spaces.

RECOMMENDATION: Due to the generous aisle provided between the two existing spaces, it is possible to add a handicap space by simply re-striping the area without losing any other spaces. The two spaces should be striped in such a way as to allow two standard handicap spaces and one van space with two required access aisles. Additionally, all signage, including the two existing "elevator" signs at the east and west entrances to the building, the two existing handicap parking signs and one new handicap van parking sign, should be placed into appropriate new locations and raised to meet ADA requirements.

B. ACCESSIBLE ROUTE FROM PARKING TO ENTRANCE DOOR

ISSUE: (Ref: Sec. 2, FDC Report) The existing path in general is an accessible walkway, but curb cuts and sidewalks will be needed to connect the parking spaces to the accessible route.

RECOMMENDATION: Sidewalks and curb cuts connecting the aisles between handicap spaces to the existing sidewalk should be installed where necessary. These new sidewalk connectors should meet ADA requirements.

C. ACCESSIBLE PATH OF TRAVEL, ELEVATOR LOBBY

ISSUE: (Ref: Sec. 3, FDC Report). The floor space in the Elevator Lobby is smaller in one direction than the required maneuvering room. The exterior door threshold is too high and does not have the required beveled edge.

RECOMMENDATION: ADAAG regulations require a 60" diameter clear floor space for wheelchair turning. If the short dimension of this Lobby was ½" larger, the 60" clear space would be available (including the 11" recess to the elevator door). The existing design would be unacceptable as proposed new construction. However, the condition is existing; the walls are masonry construction and there is additional floor space within the Lobby, but outside the required turning circle. Although the space does not meet the letter of the requirements, the path of travel is accessible.

The exterior door threshold should be replaced with a compliant model.

At the exterior door to the Elevator Lobby, the door closer should be adjusted to a compliant closing period and the threshold replaced with one having a total height of no more than ½”.

D. ELEVATOR

ISSUE: (Ref: Sec. 4, FDC Report) The height of the hall call buttons on all floors, the height of the floor identification numbers on the elevator door jambs on all floors, and the height of the door reopening device are all non-compliant by less than an inch. The in-cab lanterns that point up or down illuminate in a sequence that is non-compliant. The star on the car control buttons is next to the wrong floor designation. The elevator was marked incorrectly as an exit.

RECOMMENDATION: ADAAG regulations give a single dimension for the centerline mounting heights of the hall call buttons and floor designations rather than identifying an acceptable range of heights. ADAAG also makes no allowance for the small errors that typically occur in the course of building construction. While these items are technically non-compliant, no functional advantage would be gained by repositioning them. At the time of BWSC’s site visit, the star designation for main entry floor on the control buttons had been moved to identify the correct floor, and the signage identifying the elevator as an exit had been removed.

The in-cab lantern functions should be corrected by building management as a maintenance issue.

E. PATH OF TRAVEL TO SECOND FLOOR SMALL COURTROOM

ISSUE: (Ref: Sec. 11, FDC Report) The path of travel to the Second Floor Small Courtroom passes through a short corridor, just outside the Small Courtroom door, which is too narrow to provide the required 48” clear space in front of the door.

RECOMMENDATION: The corridor is enclosed with masonry walls. BWSC was told by the County Executive that this room is used as a courtroom at most 5 times per year. It functions as an “overflow” location used for court proceedings involving few participants at times when the schedule for the Large Courtroom is crowded. The county should arrange for another, accessible space to be used when a participant in the proceedings is in a wheelchair.

F. SECOND FLOOR SMALL COURTROOM WITNESS STAND

ISSUE: (Ref: Sec. 14, FDC Report) The Witness Stand is accessed by a 6 ½” step.

RECOMMENDATION: Since it is recommended that the Second Floor Small Courtroom not be used for proceedings in which a person in a wheelchair is a participant, there is no need to alter the access to the Witness Stand.

Per FDC in meeting on 8/6/04: The County should make a rule that in a proceeding where any witness is unable to climb into the Witness Stand, all witnesses will sit at floor level in front of the Witness Stand.

TO FOLLOW STATE PROTOCOL.

G. PATH OF TRAVEL TO THE SECOND FLOOR LARGE COURTROOM

ISSUE: (Ref: Sec. 22, FDC Report) FDC calls the design of the guardrail at the stair non-compliant. The mounting height of signage is too high.

RECOMMENDATION: ADAAG regulations do not cover the design of guardrails.

Signage should be re-mounted at a compliant 60”.

Per FDC at meeting on 8/6/04: Signage shall be remounted immediately below the wood trim rail piece which is existing at 60” above the floor in all corridors of the building.

H. SECOND FLOOR LARGE COURTROOM DOOR

ISSUE: (Ref: Sec. 23, FDC Report) The closer on the Large Courtroom door requires ½ lb. too much push/pull force.

RECOMMENDATION: The door closer should be adjusted to require less force.

I. SECOND FLOOR LARGE COURTROOM WITNESS STAND

ISSUE: (Ref: Sec. 25 & 26, FDC Report) The Witness Stand is accessed by a 6” step. The floor area in the Witness Stand is smaller than the required 60” diameter maneuvering room. In addition, the Path of Travel to the Witness Stand is slightly too narrow as it passes by the step up to the Jury Box.

RECOMMENDATION: There is not enough room available to install either a compliant ramp or a lift to access the Witness Stand. Lowering the Witness Stand to floor level would require rebuilding the entire structure which is the Witness Stand, Judge’s Bench and Clerk’s Desk. The ADAAG regulations for Justice Facilities, which have been proposed but not yet adopted, allow, in existing facilities, an alternative location for witnesses who cannot climb steps to an elevated Witness Stand. Such a witness could sit at floor level near the Witness Stand and use a hand-held microphone.

Per FDC in meeting on 8/6/04: The County should make a rule that in a proceeding where any witness is unable to climb into the Witness Stand, all witnesses will sit at floor level in front of the Witness Stand.

TO FOLLOW STATE PROTOCOL.

J. SECOND FLOOR LARGE COURTROOM JURY BOX

ISSUE: (Ref: Sec. 28, FDC Report) The Jury Box has two seating levels; the lowest is 6" above the Courtroom floor. The lowest level of the Jury Box does not have a compliant wheelchair maneuvering space.

RECOMMENDATION: BWSC was told that the Jury Box is constructed of wood platforms set on the concrete floor slab. As such, it would be feasible to remove the existing Jury Box platforms and rebuild with the lowest level at Courtroom floor level. The existing rail in front of the Jury Box could be retained with minor modifications.

Per FDC in meeting on 8/6/04: In the Jury Box, part of the lower seating platform nearest the Witness Stand should be removed to create a minimum 30" x 48" space for a wheelchair at floor level. The rest of the Jury Box may remain as it is.

PER 1/25/05: NO PHYSICAL CHANGES WILL BE MADE TO THE JURY BOX. INSTEAD, STATE PROTOCOL WITH REGARD TO JURY BOX WILL BE FOLLOWED.

K. ACCESSIBLE TOILET ROOM

ISSUE: (Ref: Sec. 10 & 32, FDC Report) Within the First Floor designated accessible Unisex Toilet Room, the sink is non-compliant because of the design of the fixture, location of the drain piping, and lack of insulation on the piping. The mirror is mounted too high. The room identification signage is mounted too high, and is of a non-compliant design because the International Symbol of Accessibility is too small (less than 6" dimension for the border of the symbol.)

There is a non-accessible Toilet Room adjacent to the Second Floor Jury Room.

RECOMMENDATION: The Building is required to have a minimum of one accessible Unisex Toilet Room. The First Floor Unisex Toilet Room fulfills that requirement. Therefore the Second Floor Jury Room Juror's Toilet Room is not required to be accessible.

Per FDC in meeting 8/6/04: No modification of the Second Floor Jury Room Jurors' Toilet Room is required if the County creates and enforces a rule banning use of the Jurors' Toilet Room whenever a jury includes a person in a wheelchair. In such a case the, the Jurors' Toilet Room shall be locked.

The sink in the First Floor Unisex Toilet Room should be made compliant. It may be possible to accomplish this by re-installing the existing sink at a different height and reconfiguring the drain piping. It may be necessary to install a new fixture of a type specifically designed to meet ADAAG requirements. Piping below the sink should be covered with insulation. The mirror should be lowered so that the bottom of the reflective surface is at a height of 40" above the floor. Room identification signage should be replaced with a sign that is compliant in design and mounting height.

Per FDC in meeting on 8/6/04: The sink must be replaced with a compliant model. Signage may be mounted below the wood trim that runs along the corridor walls at 60" above the floor.

L. DRINKING FOUNTAINS

ISSUE: (Ref: Sec. 6 & 16, FDC Report) Both the First Floor and Second Floor Drinking Fountains are non-compliant. The non-compliance is due to the units being mounted slightly too low and protruding too far into the corridor.

RECOMMENDATION: The drinking fountains should be made compliant or replaced with an accessible system. BWSC was told that the County prefers removing the existing drinking fountains and installing bottled water fountains, and was shown an example of the proposed compliant installation.

M. FIRE EXTINGUISHERS

ISSUE: (Ref: Sec. 8 & 17, FDC Report) Fire extinguishers in the First and Second Floor corridors are enclosed in cabinets flush with the corridor wall. The cabinets are located at a non-compliant height and require more than the allowable pull force to open.

RECOMMENDATION: The fire extinguishers should be made accessible. The County may choose whether to relocate the existing cabinets and adjust the required door opening force, or it may install extinguishers in wall brackets at a compliant height.

N. INTERIOR SIGNAGE

ISSUE: (Ref: Sec. 34 and throughout FDC Report) Room identification and directional signage inside the building is generally of a compliant design. However, it is generally not mounted at the required height of 60" to the centerline.

RECOMMENDATION: Interior signage should be re-installed at a compliant height. On the exterior of the building, the accessible entrance should be identified, and signage at other entrances should indicate the route to the accessible entrance.

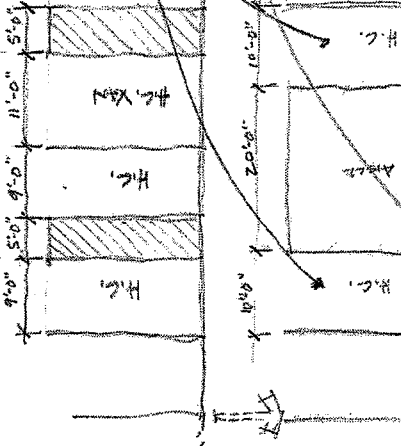
Per FDC in meeting on 8/6/04: Signage may be mounted immediately below the wood trim rail that runs along the corridor walls at 60" above the floor.

O. AREA OF RESCUE ASSISTANCE:

ISSUE: ADA and Building Codes require an Area of Rescue Assistance where disabled persons can await rescue in the event of a fire if there is no accessible means of egress from that part of the building. There is no Area of Rescue Assistance in this building. None of the three floors has an exit at grade.

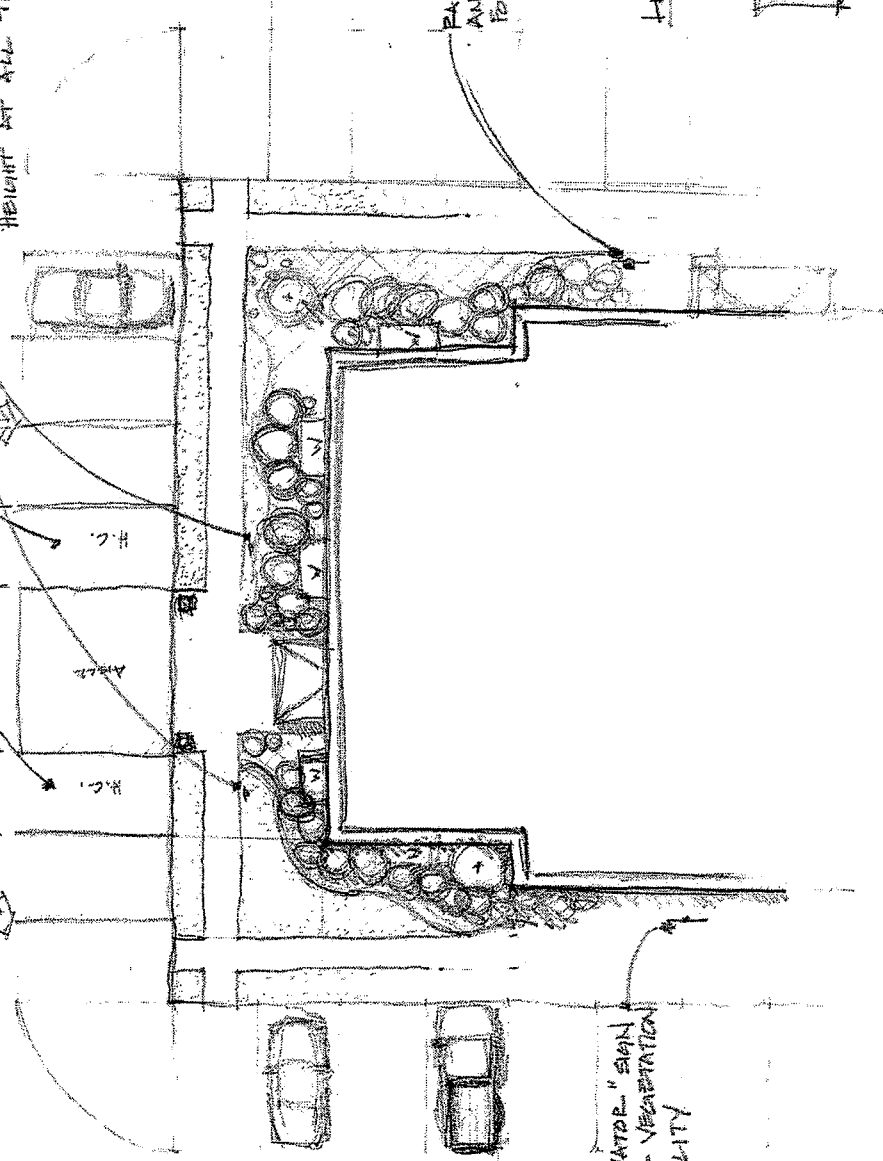
RECOMMENDATION: ADAAG regulations exempt alterations to existing buildings from the requirement for Area of Rescue Assistance. This building is of non-combustible construction, and has only one, unenclosed stair. While not required by ADAAG regulations, the county should work with a design professional to determine feasible locations and design requirements for construction of an Area of Rescue Assistance on each of the three floors.

NEW PARKING LAYOUT



EXISTING H.C. SPACES

INSTALL NEW SIGNS TO MEET ADA REQUIREMENTS FOR HEIGHT AT ALL THREE SPACES



RAISE "ELEVATOR" SIGN AND CLEAR VEGETATION FOR VISIBILITY

RAISE "ELEVATOR" SIGN AND CLEAR VEGETATION FOR VISIBILITY

LEWIS COUNTY COURTHOUSE
06.04



**ATTACHMENT A
SITE**