

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 – MOORE 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 Moore 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. Moore County is a Public Entity as that term is defined in 42 U.S.C. § 12131(1). Moore 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 Moore 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 Moore 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 Moore 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 Moore 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.

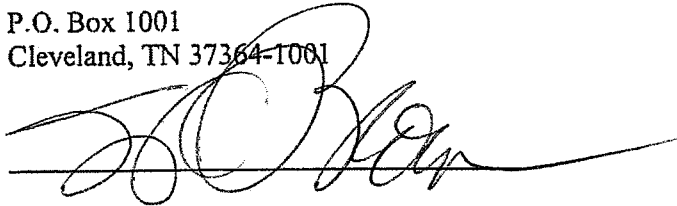
27. This Agreement shall become effective once signed by all parties and the effective date will be the date of the last signature affixed hereto.

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.

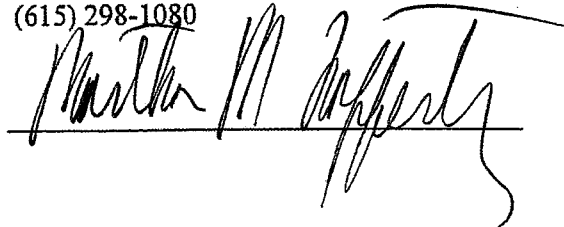
IN WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

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



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



Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN
300 Lakeside Drive, Suite 1000
Oakland, CA 94612-3534
(510) 763-9800

Linda M. Dardarian

Attorneys for Plaintiffs

Date: 2/15/2005

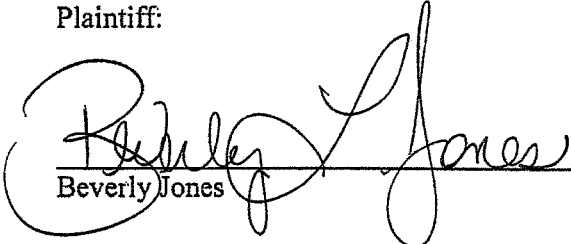
For Defendant County:

Moore County, Tennessee

By: Peggy B Gattis
Peggy Gattis, County Mayor

Date: 1-28-05

Plaintiff:


Beverly Jones

2-11-05
Date

MOORE COUNTY


Plaintiff:

George Lane
George Lane

2-14-05
Date

MOORE COUNTY

Plaintiff:




Ann Marie Zappola


2/17/05

Date

Plaintiff:



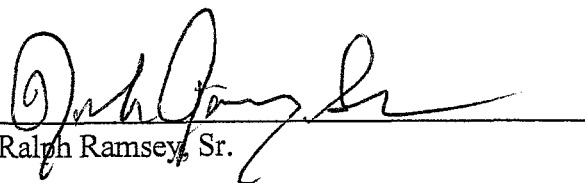
Dennis Cantrel



Date


MOORE COUNTY

Plaintiff:


Ralph Ramsey, Sr.

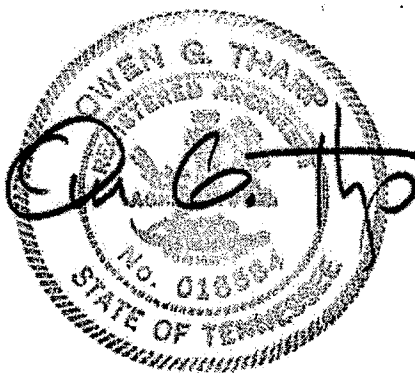
2-23-05
Date

Plaintiff:


A. Russell Larson

2-15-05
Date

REVIEW OF ADA ISSUES
JUDICIAL SERVICES
FOR
MOORE COUNTY COURTHOUSE



The information contained in this Review is described in the Work Statement contained in Section 1. 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 15, 2004
Site Visit Date: June 9, 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

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- A. Site

LOCATION:

Moore County Courthouse
196 Main Street
Lynchburg, TN 37352

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 Moore County, TN, Courthouse, prepared by Falconnier Design Co. (FDC) and dated March 19, 2004. Data for this report was obtained in a field investigation by BWSC on June 9, 2004. This report responds to items noted and issues raised in the report prepared 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 Moore County Courthouse is a two-story structure located at 196 Main Street in the center of Lynchburg, Tennessee. It was built in 1885 and is listed on the National Register of Historic Places. The exterior retains its historic character, despite an addition in 1968. Parts of the interior were significantly remodeled at that time. No documents related to the remodeling of the building are available for review.

III. FACILITY EVALUATIONS/COMPLIANCE STRATEGIES/OPINIONS

RECOMMENDATIONS ARE TO BE FOLLOWED UNLESS OTHERWISE NOTED HEREIN

A. ACCESSIBLE PARKING

ISSUE: (Ref: Sec. 1, FDC's Report) Two accessible spaces are required for this building. One of the two existing accessible spaces is not along the accessible route and the other has running slopes and cross slopes in excess of those allowed.

RECOMMENDATION: The proposed solution to these issues is, instead of regrading and trying to fix the existing handicap spaces, to move those spaces to a more suitable location on the site. Two new accessible parking spaces should be provided in the northeast parking lot to either side of the existing walk (which exits from the north door and splits to the east). These two spaces would have a 2.0% running slope and a 1.7% cross slope (for the space north of the walkway) and a 1.8% running slope and a 1.3% cross slope (for the space south of the walkway). The two spaces should be 8'-0" wide at a minimum and the area exiting the walkway would be used as the 5'-0" min. striped area between the two spaces. New handicap parking signage at a compliant height, should then be installed at each space. These spaces would both be along the new accessible route (see B. below).

B. ACCESSIBLE ENTRANCE

ISSUE: (Ref: Sec. 2, FDC's Report) FDC's report details the problems with what is referred to as "the existing west ramped entrance." This ramp is actually on the east side of the building. The existing ramp is too steep, the landing at the top of the ramp is too small, and the handrails do not meet ADA requirements.

RECOMMENDATIONS: While it is possible to fix this ramp and to have the accessible route to the building continue to be through the east entrance, this accessible route into the building would still have to pass through a doorway which is non-compliant and structurally difficult to alter.

A more feasible accessible route could be created through the north entrance. As such, it is proposed that a landing be constructed at the north entrance. This landing would extend out approximately 10'-0" and would meet all requirements at the door threshold. The landing would step down to the walkways heading west and north and also would ramp down to the walk heading east. This new ramp would be constructed at no more than 8.3% slope and the approximate 18" of drop to ground level would require a minimum of 18'-0" length of ramp. An ADA compliant railing would also be installed including the 1'-0" minimum railing extensions which return to the rail. The north entry doors should then be brought into compliance for door hardware, push pressure and closing sweep. A fixed entry mat should then be installed inside the building at the north entrance.

C. ACCESSIBLE PATH OF TRAVEL, FIRST FLOOR

ISSUE: (Ref: Sec. 4, FDC's report) The existing accessible route is from the East entrance, past the "back" stairs, through a door into a corridor leading to the main north-south hall of the building. The door by the back stairs appears to be a fire rated assembly, but has no closer. Both the push-side and pull side clearances are non-compliant.

RECOMMENDATIONS: This route could be made compliant by removing the door from the frame, but this may be a life-safety violation. Because of the stairs and mechanical equipment in an adjacent room, it is infeasible to increase the clearances at the side of the door.

If the North entrance is made accessible as suggested above, the accessible route is directly into the main hall, which is compliant, and off of which opens the First Floor Clerk and Master Office.

D. ACCESSIBLE PATH OF TRAVEL TO THE SECOND FLOOR COURTROOM AND COURT CLERK

ISSUE: (Ref: Sec. 9, FDC Report) The Second Floor is accessed by a staircase rising from the main hall on the First Floor. There is no elevator in this building. The handrails of the existing stair are non-compliant.

RECOMMENDATION: The addition of an elevator on the exterior of this building would seriously compromise the historic character which has been so carefully preserved. Installation of an elevator inside the existing building envelope, while possible, would require extensive alteration of the building and would reduce the already limited useable floor space. In addition, the Second Floor Courtroom is not accessible to persons in wheelchairs due to a sloping floor (Ref: Sec. 12, FDC Report), and it is structurally impracticable to correct this condition.

Title II allows government entities to use alternative means in order to provide program accessibility. At present, persons unable to climb stairs may be assisted in their business with the Circuit Court Clerk's Office by having an employee come down to the First Floor and transact that business. Some means of direct communication between the First Floor level and the Circuit Court Clerk's Office, such as a buzzer or telephone could be set up.

INSTEAD OF DIRECT COMMUNICATION BETWEEN THE FIRST FLOOR LEVEL AND THE CIRCUIT COURT CLERK'S OFFICE, SIGNAGE IS IN PLACE FOR INDIVIDUALS TO SEEK ASSISTANCE IN THE CLERK & MASTER'S OFFICE.

At present, the County uses the meeting room on the lower level of the County Building at 241 Main Street for County Commission meetings. This space could be used as an alternate location for court proceedings when persons unable to climb stairs are participants in those proceedings. There are at present a number of non-compliant aspects to this location, including toilet rooms, parking spaces, and door widths. However, correction of these deficiencies would be more readily achievable than making the Second Floor of the Courthouse fully accessible.

Persons who desire to view the proceedings held in the Second Floor courtroom, but who are unable to climb stairs, could be accommodated by a closed circuit TV system. Such a system would allow viewing from one of the First Floor offices by visitors who would not in any case be participants in the proceedings.

The stairs should be brought into compliance by installation of new handrails at the required height and diameter. The new handrails should extend the required distances beyond the stair to the extent possible due to plan configuration.

E. FIRST FLOOR CLERK & MASTER OFFICE

ISSUE: (Ref: Sec.8, FDC Report) This space is compliant except for the signage and door hardware.

RECOMMENDATION: Compliant room identification signage should be installed and the lockset replaced with a compliant design.

F. SECOND FLOOR CIRCUIT COURT CLERK'S OFFICE

ISSUE: (Ref: Sec. 10, FDC Report) The room identification signage and door hardware are non-compliant.

RECOMMENDATION: Compliant room identification signage should be installed and the lockset replaced with a compliant design.

G. SECOND FLOOR COURTROOM DOOR

ISSUE: (Ref: Sec. 11, FDC Report) The door area has no compliant identification signage, clearances are non-compliant, and the door hardware is non-compliant.

RECOMMENDATIONS: Compliant hardware and signage should be installed. The door clearances are based on requirements for wheelchair access. Since the general recommendation of this report is that the Second Floor of this building will remain inaccessible to persons in wheelchairs, the clearances at the door need not be changed.

H. SECOND FLOOR COURTROOM

ISSUE: (Ref: Sec. 12, 13, 14 & 15, FDC Report) The items cited as non-compliant are all related to requirements for wheelchair accessibility in the room. These include the sloping floor of the visitors section of the room, the elevation of the witness stand, and the width of passage to the witness stand and jury box.

RECOMMENDATIONS: Since the general recommendation of this report is that the Second Floor of this building will remain inaccessible to persons in wheelchairs, it is also the recommendation that these items do not require correction.

WILL FOLLOW STATE PROTOCOL REGARDING USE OF ALTERNATE SITES.

I. SECOND FLOOR COURTROOM JURY ROOM

ISSUE: (Ref: Sec. 16, FDC Report) The doors have non-compliant hardware. In addition the passageways into and out of the room are non-compliant.

RECOMMENDATION: The door hardware should be replaced with a compliant design. Since the general recommendation of this report is that the Second Floor of this building will remain inaccessible to persons in wheelchairs, it is recommended that the width of the passageways remain as they are.

J. ACCESSIBLE TOILET ROOM

ISSUE: (Ref: Sec. 6, 7, 17 & 18, FDC Report) The First Floor Men's and Women's Toilet Rooms are generally non-compliant in their design. In addition, the floor space outside each Toilet Room door is non-compliant. The Second Floor Jury Toilet is also generally non-compliant. This building is required to have a minimum of one accessible Toilet Room.

RECOMMENDATION: By Building Code, this building should have a minimum of 5 water closets: 3 for women and 2 for men. Currently there are 2 water closets in the First Floor Women's Toilet Room, 2 water closets and 1 urinal in the First Floor Men's Toilet Room, and 1 water closet in the unisex Jury Toilet room on the Second Floor. The First Floor Men's Toilet Room is large enough that it could be remodeled into two small rooms: an Accessible Unisex Toilet Room and an inaccessible Men's Toilet Room with a minimum of one water closet. The wall at the Unisex Toilet Room would be recessed to give the required 48" clear in the corridor in front of the door. This arrangement would meet the code minimum for fixture counts.

K. FIRST FLOOR DRINKING FOUNTAIN

ISSUE: (Ref: Sec. 3, FDC Report) The existing drinking fountain at the East end of the First Floor is non-compliant.

RECOMMENDATION: The drinking fountain should be replaced with an accessible model. If the accessible entrance is moved to the north doors, the drinking fountain should be installed in the main hall. Design and installation should be compliant with ADAAG requirements.

L. FIRST FLOOR FIRE EXTINGUISHER

ISSUE: (Ref: Sec.5, FDC Report) The fire extinguisher on the First Floor is mounted at a non-compliant height.

RECOMMENDATION: The existing fire extinguisher should be re-mounted at a compliant height of 54" for side reach or 48" if forward reach is required.

M. INTERIOR SIGNAGE

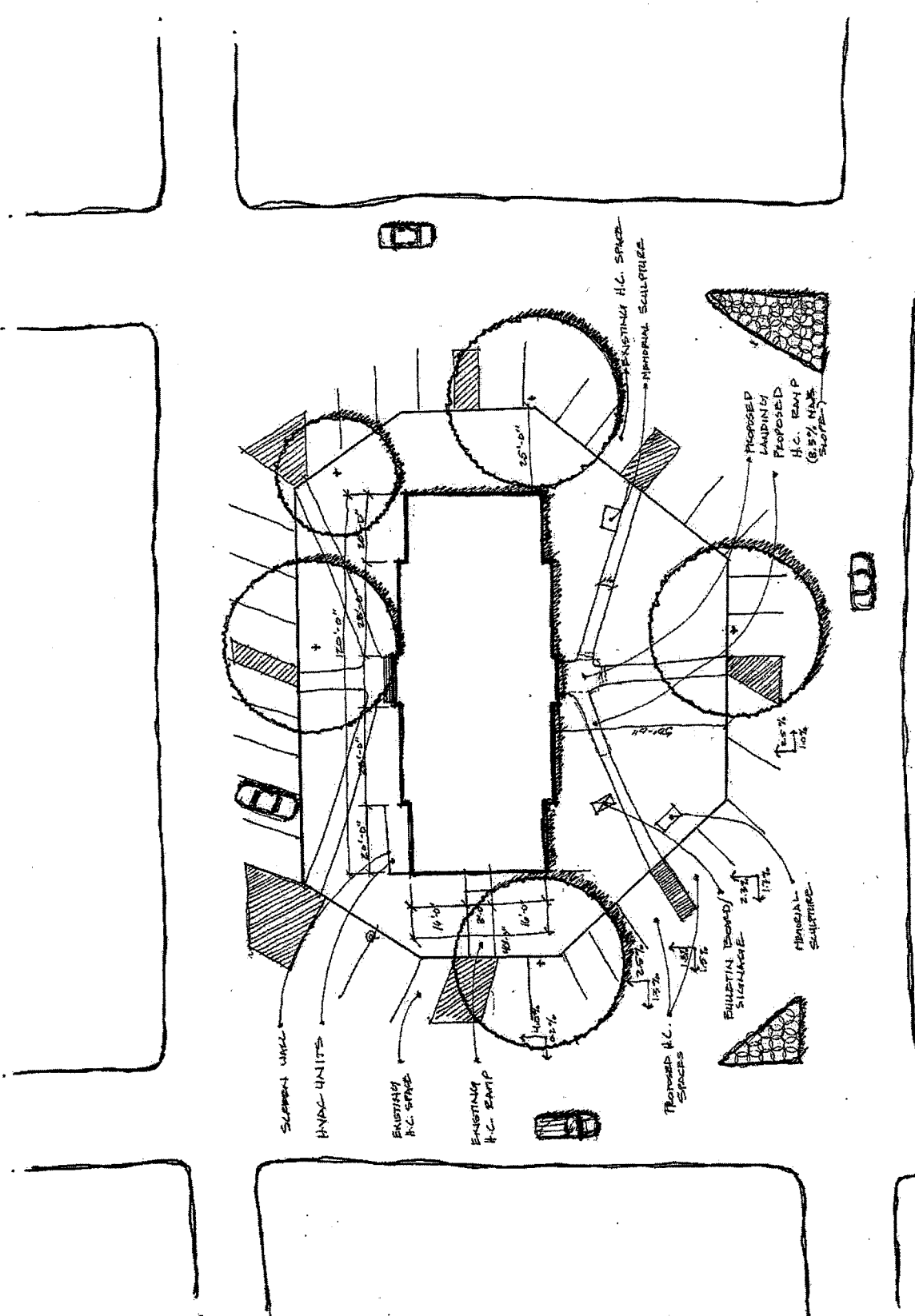
ISSUE: (Ref: Sec. 21, and throughout FDC Report) There is no compliant signage in this building.

RECOMMENDATION: Compliant signage should be installed to designate permanent rooms and spaces throughout the building, and to provide directions to or information about functional spaces of the building. 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.

N. 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 not an accessible means of egress from that part of the building. There is no Area of Rescue Assistance on the Second Floor of this building.

RECOMMENDATION: It is the general recommendation of this report that the County has the option of providing programs and services at an alternate location for persons who cannot climb stairs. In that case, the Second Floor would not be made accessible to persons who cannot climb stairs, and therefore no area of rescue assistance would be required.



MOORE COUNTY COURTHOUSE
06.09.04

