

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 – PERRY 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 Perry 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 Perry County Courthouse or the Perry 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 Perry County Courthouse or the Perry 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 Perry 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 Perry 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.

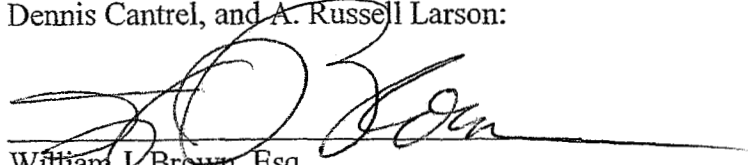
26. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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.

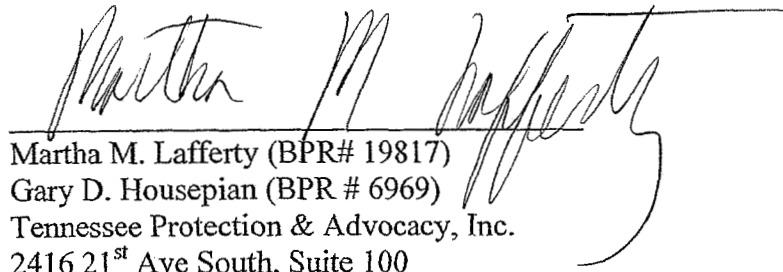
28. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant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

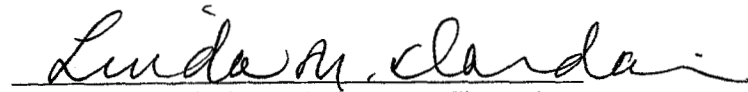
For Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola, Ralph E. Ramsey, Sr., Dennis Cantrel, and A. Russell Larson:



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 21<sup>st</sup> Ave South, Suite 100  
Nashville, TN 37212  
(615) 298-1080

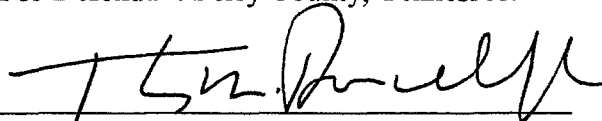


Linda M. Dardarian, admitted Pro Hac Vice  
Roberta L. Steele, admitted Pro Hac Vice  
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612-3534  
(510) 763-9800

Attorneys for Plaintiffs

Date: 2/15/05

For Defendant Perry County, Tennessee:



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

Date: 1-26-05



For Defendant County:

Perry County, Tennessee

By: Benny R. Howard

Name: Benny R. Howard

Title: County Mayor

Date: 1-20-05

George Lane  
George Lane, Plaintiff

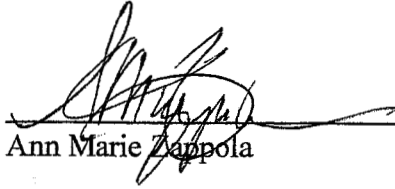
Date: 6-1-05

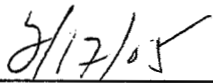
Beverly Jones  
Beverly Jones, Plaintiff

Date: 2-1-05

PERRY COUNTY

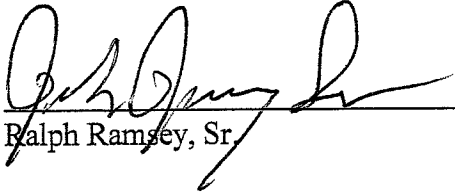
Plaintiff:

  
Ann Marie Zappola

  
Date

PERRY COUNTY

Plaintiff:

  
\_\_\_\_\_

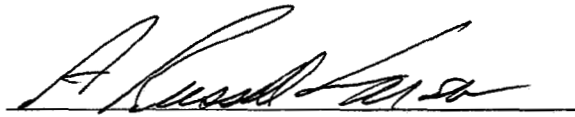
Ralph Ramsey, Sr.

2-23-05  
Date



Dennis Cantrel, Plaintiff

Date: 2/5/2005



A. Russell Larson, Plaintiff

Date: 2-15-05

# AGREED SETTLEMENT PERRY COUNTY

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## 1. PARKING

- A. *The adjacent parking is on the street around the courthouse. There are a total of (35) marked parking places of which there are (3) designated spaces in compliance with ADA{4.1.2(5)} which requires (2). In this report, the (2) spaces on the North side of the courthouse will be titled DP-1 and DP-2, and the single space on the East side will be titled DP-3.*
- B. *There is no van accessible space provided. A minimum of (1) is required by ADA {4.1.2(5)(b)}.*

**Agreed Solution: Use north parking area to meet requirements for accessible parking (two spaces required) as enumerated below.**

## 2. DESIGNATED DP-1 AND DP-2 PARKING SPACES LOCATED ON THE NORTH SIDE OF THE COURTHOUSE

- A. *Space DP-1 does not have the required curb sign. {4.6.4}*

**Agreed Solution: Provide signage in accordance with {4.6.4}.**

- B. *Space DP-1 has a non-compliant cross slope of 2.6% at the curb {4.8.6}. The cross slope at the street is a compliant 1.3%.*

**Agreed Solution: No action required.**

- E. *Space DP-2 has a curb sign but the bottom of the sign is mounted at a non-compliant height of 50" above the ground. {4.6.5}*

**Agreed Solution: Provide signage in accordance with {4.6.4}.**

- G. *Space DP-2 has a non-compliant cross slope of 2.2% at the curb. The cross slope at the street is a compliant 0.2%.*

**Agreed Solution: No action required.**

- J. *Spaces DP-1 and DP-2 have a generous aisle between them measuring 23'-0" in width. However, this aisle is non-compliant as it has not been so designated or striped as an access aisle. {4.6.3}*

**Agreed Solution: Stripe aisle appropriately.**



- L. *The 42" wide built-up curb ramp leading from the common access aisle has compliant running slopes varying between 5.43% and 7.43% and compliant cross slopes of 0.96% and 0.12%. However, it is non-compliant due to its irregular and rough surface where it meets the paved aisle, due to its abrupt level change between the low point of ramp and the paved aisle {4.5.1}, and due to numerous loose gravel in this area which encumber the path of travel. {4.5.1} This built-up curb ramp is also non-compliant because it has no detectable warning on its surface. {4.7.7}*

**Agreed Solution: Repair surface in accordance with {4.5.1}.**

3. **PATH OF TRAVEL FROM DESIGNATED SPACES DP-1 AND DP-2 TO THE ACCESSIBLE ENTRANCE ON THE EAST SIDE OF THE BUILDING**

- B. *Segment PT-1 has a compliant width of 100" with compliant cross slopes varying between 0.96% and 0.3% and non-compliant running slopes varying between 4.89% and 5.11%. This requires the sidewalk to be classified as a ramp. {4.3.1 and 4.3.7} This section of ramp is non-compliant because it has no handrails {4.8.5} and does not have the required landings at each end. {4.8.4}*

**Agreed Solution: No action required.**

4. **DESIGNATED PARKING SPACE DP-3 LOCATED ON THE EAST SIDE OF THE COURTHOUSE**

- A. *The curb signage for designated parking space DP-3 on the East side of the courthouse is a non-compliant height of 60" from the ground making it difficult to see from the street behind a park vehicle. {4.6.5}*
- B. *Space DP-3 has a compliant width of 115".*
- C. *Space DP-3 has compliant cross slopes of 0.31% and 0.63% and compliant running slopes of 0.38% and 0.96%.*
- D. *Space DP-3 has an access aisle that is a compliant 9'-0" wide but is non-compliant because it is not adequately marked as such. {Page , Figure 9} The access aisle has a compliant cross slope of 0.5% and compliant running slopes varying between 0.13% and 0.38%.*
- E. *The built-up curb ramp leading from the access aisle at DP-3 to the sidewalk leading to the accessible ramp at the East side entrance has compliant cross slopes of 0.59% and 1.9% but has non-compliant running slopes varying between 6.6% and 10.67%. {4.8.2} This built-up curb ramp is non-compliant due to its irregular and rough surface where it meets the paved aisle, due to the abrupt level change between the low point of ramp and the paved aisle {4.5.1}, and due to numerous loose gravel in this area which encumber the path of travel. {4.5.1} This built-up curb ramp is also non-compliant because it has no detectable warning on its surface. {4.7.7} The built-up curb ramp also has non-compliant flared sides with excessive slopes. {4.7.5}*
- F. *The upper landing for this built-up curb ramp has non-compliant slopes varying between 1.9% and 7.4%. {4.8.4}*

- G. *The 17'-4" walkway leading from the curb ramp to the descending ramp to the accessible entrance has compliant cross slopes varying between 0.1% and 1.9%. This walkway has running slopes as high as 7.5%, thus requiring handrails. {4.3.7}*

**Agreed Solution: No action required.**

5. **PATH OF TRAVEL FROM DESIGNATED SPACE DP-3 TO THE ACCESSIBLE ENTRANCE ON THE EAST SIDE OF THE BUILDING**

- A. *The path of travel from the accessible aisle at space DP-3 to the accessible entrance on the east side of the building is by way of a sidewalk with a compliant width of 41".*
- B. *The path of travel has compliant cross slopes varying between 0.1% and 1.9%.*
- C. *The path of travel has running slopes which vary between 1.6% and 7.5% requiring it to be classified as a ramp. {4.3.1 and 4.3.7} The ramp is non-compliant because it has no handrails {4.8.5} and no compliant landings at each end. {4.8.4}*
- D. *Note that this sidewalk/ramp terminates at the entrance to the accessible ramp on the East side of the building and at the end of the sidewalk leading to the accessible parking spaces DP-1 and DP-2.*

**Agreed Solution: No action required.**

6. **PATH OF TRAVEL ALONG THE RAMP TO THE EAST ENTRANCE BASEMENT LEVEL DOOR**

- A. *The paths of travel from parking spaces DP-1, DP-2, and DP-3 all lead to a descending ramp that has (2) landings; (1) at the top and (1) at the bottom of the ramp, (3) ramped sections and (2) intermediate landings. For discussion purposes in this report, the ramp runs will be designated as R-1 (upper ramp), R-2 (middle ramp), and R-3 (lower ramp), and the landings will be designated as L-1 (top landing at sidewalk), L-2 (first intermediate landing), L-3 (second intermediate landing), and L-4 (lower landing at stair and ramp).*

**Agreed Solution: Fix deteriorating concrete at lower landing; fix drain.**

- B. *There is a non-compliant 1/2" vertical offset at an expansion joint at the top of the ramp between landing slab L-1 and ramp slab R-1. {4.3.8}*

**Agreed Solution: Repair vertical offset to meet requirements of {4.3.8}.**

- C. *All handrail gripping surfaces were non-compliant due to their 1-7/8" diameter. {4.26.2}*

**Agreed Solution: No action required.**

- D. *The ramp R-1 and landing L-1 open edges were non-compliant due to the lack of edge protection. {4.8.7}*

**Agreed Solution: No action required.**

- I. *The ramp R-2 open edge is non-compliant due to the lack of edge protection. {4.8.7}*

**Agreed Solution: No action required.**

- J. *Ramp R-3 has a handrail on just one side and is non-compliant. {4.8.5(1)} This rail is at the compliant height of 35-3/4" above the ramp and landing surface.*

**Agreed Solution: No action required.**

- L. *These handrails are non-compliant because they do not have the required 12" extensions. {4.8.5(2)}*

**Agreed Solution: No action required.**

- N. *Landing L-1 is non-compliant because it is not level. It has varying slopes between 1.0% and 1.1%. {4.8.4}*

**Agreed Solution: No action required.**

- O. *Ramp R-1 has non-compliant cross slopes that vary between 0.39% and 2.8%. {4.8.6}*

**Agreed Solution: No action required.**

- R. *Landing L-2 is non-compliant because it is not level but has varying slopes between 0.48% and 1.3%. {4.8.4}*

**Agreed Solution: No action required.**

- T. *Ramp R-2 has non-compliant running slopes varying between 8.76% and 9.2%. {4.8.2}*

**Agreed Solution: No action required.**

- V. *Landing L-3 is non-compliant because it is not level but has varying slopes between 0.0% and 3.8% and because the floor drain elevation and location impedes access. {4.8.4}*

**Agreed Solution: No action required.**

- W. *Ramp R-3 has non-compliant cross slopes varying between 0.2% and 2.4%. {4.8.6}*

**Agreed Solution: No action required.**

- X. Ramp R-3 has non-compliant running slopes varying between 10.14% and 12.0%. {4.8.2}

**Agreed Solution: No action required.**

- Z. Landing L-4 and the entrance door is non-compliant because it has a drain that recesses below the concrete surface {4.3.8} and non-compliant slopes varying between 1.0% and 2.4%. {4.8.4}

**Agreed Solution: Repair landing, to the maximum extent possible, to meet requirements of {4.3.8 and 4.8.4}.**

7. ACCESSIBLE BASEMENT LEVEL ENTRANCE DOOR

- A. The concrete slab adjacent to the aluminum threshold just outside this door is non-compliant due to deteriorating and rough concrete. {4.5.1}

**Agreed Solution: Repair landing, to the maximum extent possible, to meet requirements of {4.3.8 and 4.8.4}.**

- F. The aluminum threshold is a non-compliant 5/8" high. {4.13.8}

**Agreed Solution: Provide new threshold to meet requirements of {4.13.8}.**

9. ACCESSIBLE ENTRANCE INTO THE BASEMENT LEVEL OVERFLOW JURY ROOM

- C. The door had a non-compliant cylindrical knob and no closer. {4.13.9}

**Agreed Solution: Replace hardware with compliant hardware in accordance with {4.13.9}.**

- D. The clear door opening was a non-compliant 29-1/2". {4.13.5}

**Agreed Solution: No action required.**

12. ENTRANCE INTO BASEMENT LEVEL MEN'S PUBLIC TOILET ROOM

- A. The door signage was non-compliant in its location on the door. {4.30.6}

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

13. BASEMENT LEVEL MEN'S PUBLIC TOILET ROOM

- E. The bottom edge of mirror was at a non-compliant 41-1/2" above the floor. {4.19.6}

**Agreed Solution: Lower mirror to meet the requirements of {4.19.6}.**

- F. *The paper towel dispenser was a non-compliant 58" above the floor {4.2.6} and protruded a non-compliant 9-1/2" from the face of the wall in the path of travel to the sink. {4.4.1}.*

**Agreed Solution: Lower dispenser to meet requirements of {4.2.6 and 4.4.1}.**

- G. *The bottom of the wall mounted trash can is located 10" above the floor. Its leading edge protrudes 11-3/4" from the face of the wall and results in a non-compliant encumbered path of travel to the sink. {4.3.3}*

**Agreed Solution: Relocate trash can so that the path of travel to the sink is not encumbered {4.3.3}.**

- H. *The clear opening between the privacy screen and the side wall is a non-compliant 29-7/8". {4.18.3}*

**Agreed Solution: No action required.**

- I. *The non-compliant path of travel required for a front approach to the urinal is encumbered by a toilet partition that protrudes 3" past the face of the toilet wall. {4.3.3}.*

**Agreed Solution: No action required.**

- J. *The urinal has a compliant elongated bowl with the rim at a non-compliant 17-3/4" above the floor. {4.18.2}*

**Agreed Solution: No action required.**

- Q. *The coat hook on the toilet stall door is a non-compliant 62-3/4" above the floor {4.2.6}*

**Agreed Solution: Lower coat hook to meet requirements of {4.2.6}.**

- S. *The center line of the toilet is located at a non-compliant 20" from the face of the side wall. {Page 43, Figure 30 (a)}*

**Agreed Solution: No action required.**

- T. *The flush valve is located on the non-compliant side of the room. {4.16.5}*

**Agreed Solution: No action required.**

- W. *The side wall grab bar is a compliant 43-3/8" long, but the leading edge is a non-compliant 3-1/4" from the back wall. {Page 43, Figure 30(a)}*

**Agreed Solution: No action required.**

17. ENTRANCE INTO BASEMENT LEVEL PUBLIC WOMEN'S TOILET ROOM

A. *The door signage was non-compliant in its location on the door. {4.30.6}*

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

B. *The door signage was installed at the non-compliant height of 61" above the floor. {4.30.6}*

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

G. *The door has non-compliant cylindrical hardware {4.13.9} and no closer.*

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

18. BASEMENT LEVEL WOMEN'S PUBLIC TOILET ROOM

A. *The sink was at the compliant height of 32-1/8" above the floor and the underside was at the non-compliant height of 27-5/8" above the floor. {Page 44, Figure 31}.*

**Agreed Solution: Relocate sink to meet requirements of {Fig. 31, Page 44}.**

C. *The soap dispenser was mounted at the non-compliant height of 48-1/2" above the floor. {4.2.5}*

**Agreed Solution: Lower dispenser to meet requirements of {4.2.6 and 4.4.1}.**

D. *The bottom edge of the mirror was at a non-compliant 41-1/8" above the floor. {4.19.6}*

**Agreed Solution: Lower mirror to meet requirements of {4.19.6}.**

F. *The factory supplied latching mechanism for the toilet stall door was broken and the replacement mechanism was non-compliant due to the requirement of pinching and grasping. {4.17.5}*

**Agreed Solution: Replace latch to meet requirements of {4.17.5}.**

H. *The coat hook was mounted a non-compliant height of 60" above the floor. {4.2.6}*

**Agreed Solution: Lower coat hook to meet requirements of {4.2.6}.**

I. *The toilet stall had a non-compliant size of 60" wide by 58-1/4" deep. {Page 43, Figure 30(a)}*

**Agreed Solution: No action required.**

- J. *The centerline of the toilet fixture was located at the non-compliant dimension of 20" from the face of the side wall. {Page 43, Figure 30(a)}*
- K. *The toilet fixture seat is a compliant 17-3/8" from the floor.*
- L. *The toilet valve is on the compliant side of the stall.*
- M. *The centerline of the toilet paper dispenser was located a compliant 30" from the back wall and a compliant 20-3/4" above the floor.*
- N. *The rear wall grab bar was a compliant 37" long with the end located a compliant 3-1/2" from the side wall.*
- O. *The side wall grab bar is a compliant 43-1/4" long, but the leading edge is a non-compliant 5-1/4" from the back wall. {Page 43, Figure 30(a)}*

**Agreed Solution: No action required.**

- P. *There was a non-compliant floor cleanout cap on the left side of the toilet that projected above the floor surface creating a tripping hazard to anyone using the toilet room. {4.3.8}*

**Agreed Solution: Adjust cleanout cap to be at finished floor elevation to meet requirements of {4.3.8}.**

21. BASEMENT, FIRST AND SECOND FLOOR ELEVATORS

- B. *The clearance between the car platform sill and edge of elevator hoist way threshold was a non-compliant 1-5/16" at the Basement Level and 1-5/16" on the Second Floor. The maximum clearance permitted is 1-1/4". {4.10.9}*

**Agreed Solution: No action required.**

- C. *The hall call button was located a non-compliant 41-1/4" above the floor on the Basement Level, a non-compliant 40-1/2" above the floor on the First Floor, and a non-compliant 42-1/2" above the floor on the Second Floor. {4.10.3}*

**Agreed Solution: No action required.**

- D. *The raised characters on the elevator jamb were a non-compliant height from centerline to floor of 59-1/2" at left jamb and 59-3/4" at right jamb on the Basement Level, 59-3/4" at left jamb and 59-3/4" at right jamb on the First Floor, and 59-3/4" at left jamb and 59-5/8" at right jamb on Second Floor. {4.10.5}*

**Agreed Solution: No action required.**

- E. *The in-cab emergency communication system was not operational at this time. {4.10.14} The County Executive was informed that the emergency communications did not work and he found that the sheriff's phone number had*

*been changed about a year ago and the elevator phone dialing operation was not corrected at that time.*

- F. *The visual indicator light on the in-cab emergency communication system was not working. {4.10.14}*
- G. *The in cab controls call button marked with a star, indicating the main entry floor, was incorrectly marked as First Floor 1 rather than Basement Level of Exit Discharge. {4.10.12(2)}*

**Agreed Solution: No action required.**

**23. FIRST FLOOR DRINKING FOUNTAIN**

- A. *The First Floor Drinking Fountain is located in the main corridor just outside the elevator lobby.*
- B. *This drinking fountain is an older, non-compliant freestanding floor model with the spout at a non-compliant height of 42-1/2" above the floor. {4.15.2}*
- C. *The drinking fountain has non-compliant controls mounted on the back of the unit {4.15.4} which require tight grasping, pinching, and twisting. {4.27.4}*
- D. *The water flow is a compliant 5-1/2" high.*

**Agreed Solution: County will bring drinking fountain into compliance.**

**24. FIRST FLOOR FIRE EXTINGUISHER**

- A. *The Fire Extinguisher is located a non-compliant 60" above the floor on the First Floor main corridor just outside the Trustee's office and is supported on a wall bracket. {4.2.5}*

**Agreed Solution: Adjust fire extinguisher height to meet requirements of {4.2.5}.**

**25. FIRST FLOOR ELEVATOR LOBBY**

- A. *The identifying signage at the First Floor Elevator Lobby is non-compliant in location, size, and design. {4.30.1}*

**Agreed Solution: Provide new room identification signage in accordance with {4.30.1}.**

**27. ENTRANCE INTO THE SECOND FLOOR GENERAL SESSIONS/ JUVENILE COURT CLERK/CIRCUIT COURT CLERK OFFICE SUITE**

- B. *This door has non-compliant cylindrical hardware {4.13.9} and no closer.*

**Agreed Solution: Door will remain open during business hours.**



D. *The pull side clearance is a non-compliant 5". {Page 38, Figure 25(a)}*

**Agreed Solution: No action required.**

29. ENTRANCE INTO THE SECOND FLOOR CLERK AND MASTER'S OFFICE

B. *This door has non-compliant cylindrical hardware {4.13.9} and no closer.*

**Agreed Solution: Door will remain open during business hours.**

30. SECOND FLOOR FIRE EXTINGUISHER

B. *The Fire Extinguisher is wall mounted on a bracket at the non-compliant height of 58-3/4" above the floor. {4.2.6}*

**Agreed Solution: Lower fire extinguisher to meet requirements of {4.2.6}.**

31. ACCESS TO THE SECOND FLOOR ELEVATOR LOBBY

A. *The identifying signage at the Second Level Elevator Lobby is non-compliant in location, size, and design. {4.30.1}*

**Agreed Solution: Provide new room identification signage in accordance with {4.30.1}.**

34. ENTRANCE INTO THE SECOND FLOOR LARGE COURTROOM

A. *The exterior signage on this room is non-compliant in mounting height, location, and design. {4.30.1}*

**Agreed Solution: Provide new room identification signage in accordance with {4.30.1}.**

B. *Entrance into the Second Floor Courtroom from the main corridor is through a pair of double acting, spring hinge loaded doors. The clear opening of the right hand leaf, viewed from the corridor side of the doors, measures a non-compliant 27". {4.13.4 and 4.13.5}*

**Agreed Solution: Provide kick plates on both doors.**

C. *The push/pull pressure of these doors was very light and compliant and the closing period was a non-compliant (1) second. {4.13.10}*

**Agreed Solution: No action required.**

35. SECOND FLOOR LARGE COURTROOM

- A. *The Courtroom is 40'-8" wide by 36'-3" deep or approximately 1,474 square feet. This Courtroom will seat (100) people in the fixed seats in the visitors' area. There are no compliant wheelchair positions provided. The ADA requires (4) compliant wheelchair positions to be provided {4.1.3(19(a))}.*
- B. *The main center aisle was a compliant 39-1/8" wide.*
- C. *The bar rail opening aligns with the main center aisle and its clear opening is a compliant 78-3/4".*
- D. *The floor on each side of the bar rail is on the same elevation with no step.*

**Agreed Solution: Remove existing seating to provide two wheelchair spaces near the bar or remove filing cabinets in the rear of the courtroom to provide wheelchair seating that is not in the path of travel.**

36. PATH OF TRAVEL FROM THE SECOND FLOOR LARGE COURTROOM VISITOR'S SEATING AREA TO THE SECOND FLOOR WITNESS STAND

- A. *The path of travel is by way of the compliant main center aisle through the bar rail opening into the judiciary area and along a compliant and unencumbered path of travel to the Witness Stand.*
- B. *At the Witness Stand there is a compliant passage width of 40-5/8" between the Witness Stand raised platform and an adjoining rail between the Jury Box and the Witness Stand.*

**Agreed Solution: No action required.**

37. SECOND FLOOR LARGE COURTROOM WITNESS STAND

- A. *The Witness Stand is located on a non-compliant raised platform with a single riser measuring 7-3/4" high. {4.5.2}*
- B. *The Witness Stand platform opening is a compliant 33-1/4" wide.*
- C. *The platform itself is a non-compliant 33-1/4" wide by 50" deep which is insufficient space to maneuver a wheelchair within. {4.2.3}*

**Agreed Solution: Plaintiffs agree that the witness stand and location of witnesses are part of the state program and will be addressed by the state.**

38. PATH OF TRAVEL FROM THE SECOND FLOOR LARGE COURTROOM VISITOR'S SEATING AREA TO THE SECOND FLOOR JURY BOX

- A. *The path of travel is by way of the compliant main center aisle, through the bar rail opening into the judicial area, and along a compliant and unencumbered path of travel along the bar rail to the Witness Stand.*

- B. *At the Jury Box there is a compliant passage width of 49" between the Witness Stand raised platform and the adjacent bar rail at the main entrance into the Jury Box.*

**Agreed Solution: No action required.**

39. ENTRANCE INTO THE SECOND FLOOR LARGE COURTROOM JURY BOX

- A. *One enters the Jury Box from the 49" wide passageway between the Jury Box and the front bar rail and through a non-compliant 33-1/4" wide opening {4.3.3} in the Jury Box rail.*
- B. *There is a non-compliant 8" step up at the Jury Box entrance opening from the passage way just outside the Jury Box. {4.5.2}*

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

40. SECOND FLOOR LARGE COURTROOM JURY BOX

- A. *The Jury Box consists of (3) non-compliant raised platforms each accessed by a single step up from the previous platform. The second and third raised platform is raised a non-compliant 8-1/2" and 8-1/4" respectively above the previous levels. {4.5.2}*
- B. *The first raised platform is a non-compliant 35-1/4" wide. The second raised platform is a non-compliant 35-1/2" wide. The third raised platform is a non-compliant 37" wide. {4.2.3}*

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

41. PATH OF TRAVEL FROM THE SECOND FLOOR LARGE COURTROOM JURY BOX TO THE JURY ROOM

- A. *Path of travel from the Second Floor Large Courtroom Jury Box to the Jury Room is by way of the compliant passageway between the Jury Box and the bar rail leading to the Jury Room door.*

**Agreed Solution: No action required.**

42. ENTRANCE INTO THE SECOND FLOOR LARGE COURTROOM JURY ROOM

- A. *Entrance into the Second Floor Large Courtroom Jury Room is by way of a door with a non-compliant 27-3/8" clear opening. {4.13.5}*
- B. *This door has non-compliant cylindrical hardware {4.13.9} and no closer.*

**Agreed Solution: Jury will be relocated when there is a juror with a mobility disability. Relocating the jury is part of the state program and will be addressed by the state.**

43. SECOND FLOOR LARGE COURTROOM JURY ROOM

- A. *The Second Floor Courtroom Jury Room has a clear and unencumbered floor area consisting of movable furniture and storage cabinets.*

**Agreed Solution: No action required.**

44. ENTRANCE INTO THE SECOND FLOOR LARGE COURTROOM JURY ROOM UNISEX TOILET ROOM

- A. *This toilet room is accessed directly off of the Jury Room through a non-compliant door whose opening is encumbered by storage cabinets located in the Jury Room. This door can only be partially opened to a clear width of 24". {4.13.5}*
- B. *This door has non-compliant cylindrical hardware {4.13.9} and no closer.*

**Agreed Solution: Jury will be relocated when there is a juror with a mobility disability. Relocating the jury is part of the state program and will be addressed by the state.**

45. SECOND FLOOR LARGE COURTROOM JURY ROOM UNISEX TOILET ROOM

- A. *The room size is a non-compliant 48-1/4" deep by 60-1/4" wide and does not have the required 60" diameter maneuvering space. {4.2.3}*
- B. *The sink is mounted in a vanity cabinet top which is at the compliant height of 31" above the floor.*
- C. *Since the sink is located in a vanity top, there is no clearance underneath to accommodate a wheelchair and is therefore non-compliant. {4.19.2}*
- D. *The centerline of the sink is located a non-compliant 14-5/8" off the side wall. {Page 44, Figure 32}*
- E. *The sink has non-compliant faucet knobs which require tight grasping and twisting. {4.19.5}*
- F. *The soap dispenser is a compliant 42-1/2" above the floor.*
- G. *The bottom edge of the mirror is a non-compliant 52-7/8" above the floor. {4.19.6}*
- H. *The paper towel dispenser is located at the non-compliant height of 62" above the floor. {4.2.6}*
- I. *The centerline of the toilet is located a non-compliant 14" off the side wall. (Page 42, Figure 28)*

- J. *The toilet seat is located at the non-compliant height of 15" from the floor. {Page 42, Fig, 26}*
- K. *The toilet flush valve is located on the non-compliant side of the toilet. {4.16.5}*
- L. *The toilet paper dispenser is non-compliant due to it's location on the front wall of the toilet rather than the side wall. {Page 42, Figure 29(b)}*
- M. *This toilet is non-compliant because it has neither sidewall nor back wall grab bars. {4.17.6}*

**Agreed Solution: Jury will be relocated when there is a juror with a mobility disability. Relocating the jury is part of the state program and will be addressed by the state.**

#### 48. DIRECTIONAL SIGNAGE

- A. *No compliant exterior directional signage exists on the South side. {4.1.2,(7),(c)} If all entrances are not accessible then directional signage is required to indicate the route to the nearest accessible entrance.*

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

#### 49. 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} if possible within the existing structure. County will confer with its architect on this issue.**