

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 – TROUSDALE COUNTY**

This Settlement Agreement (hereinafter “Agreement”) is entered into this 27 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 Trousdale County (hereinafter “Defendant County”).

This Agreement resolves all of Plaintiffs’ claims for injunctive relief against Defendant County. It does not resolve Plaintiffs’ claims for damages or attorneys’ fees and costs.

**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.

### **OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY**

6. 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.

7. 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. Defendant County will complete as soon as practicable the items delineated in Appendix A. All of the Alterations delineated in Appendix A shall be completed within five (5) years of the Effective Date.

8. 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.

9. 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 insure 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**

10. Upon the Effective Date, the parties agree to execute an agreed order of dismissal with prejudice as to Plaintiffs' claims for injunctive relief against Defendant County. This Agreement shall be made an exhibit to the dismissal order.

11. 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.

12. All claims resolved by this Agreement shall be dismissed with prejudice upon the Effective Date of this Agreement.

13. 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.

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

15. Defendant County shall provide to Plaintiffs (at the address for Plaintiffs set forth in Paragraph 22) 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 during each sixty (60) day time period. When the Defendant County has completed making 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.

16. 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 13 of the Agreement.

#### **MISCELLANEOUS PROVISIONS**

17. 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.

18. By entering into this Agreement, Defendant County does not waive its defense based on Plaintiffs Zappola, Lane, Cantrel, Ramsey and Larson's 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 Defendant County.

19. This Agreement will be null and void as to Plaintiffs Zappola, Lane, Cantrel, Ramsey and Larson 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 although that Plaintiff allegedly has never attempted to access judicial proceedings that are offered in Defendant County. Defendant County does not dispute that Plaintiff Jones has standing to enforce this Agreement.

20. 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.

21. 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.

22. All notices and other correspondence sent by Plaintiffs and Defendant County to one another relating to this Agreement shall be sent to the following addresses or at such other address as the parties may designate in writing in the future:

For Defendant County:

Jerry Clift  
Trousdale County Mayor  
210 Broadway, Room #5  
Hartsville, TN 37074

For Plaintiffs:

William J. Brown & Associates  
23 North Ocoee Street  
P.O. Box 1001  
Cleveland, TN 37364-1001

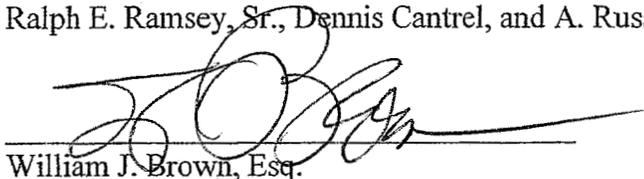
23. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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

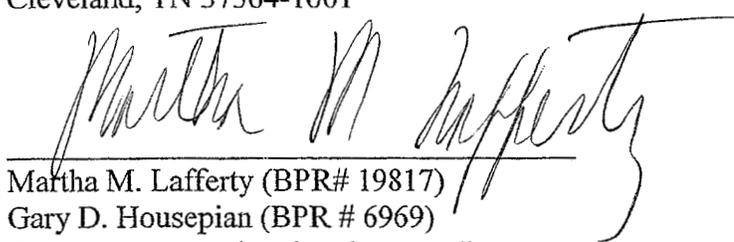
25. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant 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 WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

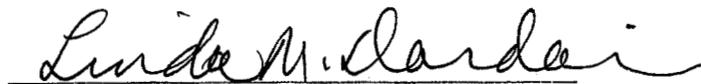
For Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola,  
Ralph E. Ramsey, Sr., Dennis Cantrel, and A. Russell Larson:



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)  
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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  
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300 Lakeside Drive, Suite 1000  
Oakland, CA 94612-3534  
(510) 763-9800

Attorneys for Plaintiffs

Date: 2/15/05

For Defendant Trousdale County, Tennessee:



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

Date: 1-26-05

For Defendant County:

Trousdale County, Tennessee

By: Young Clift

Name: Young Clift

Title: COUNTY EXECUTIVE

Date: 1-24-04

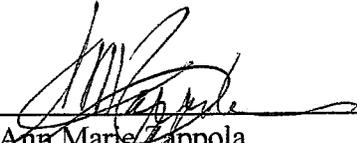
George Lane  
George Lane, Plaintiff

Date: 1-1-05

Beverly Jones  
Beverly Jones, Plaintiff  
Date: 2-1-05

TROUSDALE COUNTY

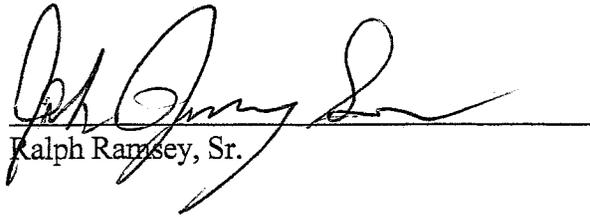
Plaintiff:

  
\_\_\_\_\_  
Anna Marie Cappola

5/17/05  
\_\_\_\_\_  
Date

TROUSDALE COUNTY

Plaintiff:

  
Ralph Ramsey, Sr.

2-23-05  
Date

D. Cantrel

Dennis Cantrel, Plaintiff

Date: 2/5/2005



A. Russell Larson, Plaintiff

Date: 2-15-05

# AGREED SETTLEMENT TROUSDALE COUNTY

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## 1. PARKING AREA

- C. *This West space is non-compliant because it is not located near the accessible entrance. {4.6.2}*
- D. *The West space is non-compliant because it measures 92" by 210". {4.6.3}, {Page 26, Fig. 10}*
- E. *The West space is non-compliant because it has no above ground signage. {4.6.4}*
- F. *The West space is non-compliant because it has no adjacent curb ramp. {4.7.1}*
- G. *The West space is non-compliant because it has excessive cross slopes up to 3.3%. {4.6.3}*
- H. *The West space is non-compliant because it has excessive running slopes up to 2.5%. {4.6.3}*
- I. *The West space is non-compliant because it has no designated accessible aisle. {4.6.3}*
- J. *The West space is non-compliant because a passenger loading zone is not provided. {4.6.6}*
- L. *This South space is non-compliant because the size is 92" by 212". {4.6.3} {Page 26, Fig 10}*
- M. *This South space is non-compliant because it has no above ground signage. {4.6.4}*
- N. *This South space is non-compliant because it has no curb ramp. {4.7.1}*
- O. *This South space is non-compliant because it has excessive cross slopes up to 5.7%. {4.6.3}*
- P. *This South space is non-compliant because it has no designated accessible aisle. {4.6.3}*
- Q. *A van accessible space has not been provided with the designated signage and stripping. {4.1.2(5)(b)}*

**Agreed Solution: Move handicapped parking to front of the courthouse to meet all applicable requirements and provide one handicap parking space that is van accessible and that complies with ADAAG 4.6.**

**No action required with regard to the west parking area.**

2. PATH OF TRAVEL FROM THE SOUTH DESIGNATED PARKING SPACE TO THE REAR ENTRANCE OF THE BUILDING

- A. *The path of travel from the handicap parking space in the street on the South or rear side of the building is adjacent to the sidewalk with no compliant curb cut (4.7.1) One must travel along a public sidewalk to a non-compliant ramp that leads to a pair of double doors at the top of the ramp. See non-compliant regulations below for ramp deficiencies.*

**Agreed Solution: No action required.**

3. REAR ENTRANCE RAMP AND REAR ENTRANCE DOOR

- B. *The access ramp has non-compliant landings at both the top (61" x 45 ½") (4.8.4) and bottom of the ramp. (4.5.2)*

**Agreed Solution: Fix landing at the bottom of ramp to meet requirements of {4.5.2}. No action required at top landing.**

- C. *The entrance ramp has a non-compliant running slope of 11.8%. (4.8.2)*

**Agreed Solution: Replace or modify ramp to meet requirements of {4.8.2}.**

- D. *This ramp has no protective curb for the 22 ½" drop. (4.8.7)*

**Agreed Solution: Provide edge protection to meet requirements of {4.8.7}.**

- E. *This non-compliant ramp has a handrail on one side only {4.8.5(1)} located at non-compliant heights of 20-½" and 34" above the surface. {4.8.4(5)}*

**Agreed Solution: Provide handrails to meet requirements of {4.8.5}.**

- F. *At the top landing of this ramp, one turns 90o to enter a non-compliant entrance alcove that is 52" wide by 58" deep {4.8.3} leading to the non-compliant 56" wide double door entrance. (4.13.4)*

**Agreed Solution: No action required.**

- G. *The entrance door has (2) non-compliant 28" wide leaves. The active leaf has a non-compliant passage access of 25-1/2". (4.13.5)*

**Agreed Solution: County will replace with a 36" compliant door.**

- H. *The glass in these doors is a non-compliant height of 45" from the floor. (Page A3, Fig. A3)*

**Agreed Solution: County will replace with a 36" compliant door.**

- M. *There was a non-compliant loose laid mat encumbering the interior accessible door space. {4.5.3}*

**Agreed Solution: No action required.**

4. FIRST FLOOR DRINKING FOUNTAIN

- A. *Note: The drinking fountain is near the south door in the corridor. This fountain was not functioning at the time of the site visit.*
- B. *The fountain spout was a non-compliant height of 41-1/2" from the floor. {4.15.2}*
- C. *This was a non-compliant drinking fountain with a top control. {4.15}*

**Agreed Solution: County will replace current water fountain with a bottled water cooler.**

5. FIRST FLOOR MEN'S PUBLIC TOILET ROOM

- A. *The signage is located on the door at a non-compliant height of 65" above the floor. {4.30.6}*
- B. *The signage for this toilet is non-compliant as to location {4.30.6}, letter and figure size and lack of Braille. {4.30.3 & 4.30.4}*
- C. *The door is a non-compliant 30" wide and opens into an alcove. The clear accessible passage space through this door is a non-compliant 27". {4.13.5}*
- D. *The door is equipped with compliant push/pull hardware with a non-compliant pressure of 7 lbs. {4.13.11(2)(b)}*
- E. *The closing period for this door was a compliant 3.07 seconds.*
- F. *The threshold has a non-compliant vertical edge of 1/2" on the inside. (4.5.2)*
- G. *The door enters into a non-compliant alcove that is 41" wide by 65-1/2" long. {Page 38, Fig. 25(a)}*
- H. *The non-compliant pull side clearance is 6-1/2". {4.13.6} & {Page 38, Fig 25(a)}*
- I. *The passage from the alcove to the toilet and sink area is through a non-compliant 35-1/2" access route. {4.3.3}*
- J. *The signage for the designated handicap stall is non-compliant and located 65 1/2" above the floor. {4.30}*
- K. *The handicap designated stall is a non-compliant 33" wide and 53-1/2" deep. {4.17.3} & {Page 43, Fig. 30(b)}*
- L. *The grab bars were a non-compliant length of 33" and a non-compliant distance of 14 1/4" from the back wall. {Page 43, Fig. 30(b)}*

- M. *The toilet fixture had a non-compliant seat height of 15-3/4" from the floor. {4.16.3} & {Page 43, Fig. 30(d)}*
- N. *The toilet flush valve activation pressure was a non-compliant 9.5 lbs. {4.27.4}*
- O. *The toilet fixture was a non-compliant 19 1/2" and 15" from the side walls. {4.16.2} & {Page 43, Fig. 30(b)}*
- P. *The toilet paper dispenser was a compliant 22" high and a non-compliant distance of 37-1/2" from the back wall. {Page 43, Fig. 30(d)}*
- Q. *The paper towel dispenser is a non-compliant height of 56" above the floor. {Page 19, Fig. 6(b)}*
- R. *The mirrors are a non-compliant height of 52" above the floor to the bottom edge. {4.19.6}*
- S. *The soap dispenser is at a compliant height of 46 3/4".*
- T. *The sinks are non-compliant due to a low sink height of 29-7/8" {4.19.2}, the lack of required knee clearance below {4.19.2}, the lack of required piping insulation {4.19.4}, and the use of hardware which requires pinching/grasping {4.19.5}*
- U. *The urinal edge is a non-compliant height of 26" above the floor. {4.18.2}*
- V. *The urinal flush valve is located a compliant 39 1/2" above the floor and has a compliant flush valve activation pressure of 4 lbs.*
- W. *The inside floor space of this toilet is compliant and large enough for a 60" diameter turning space.*

**Agreed Solution: Renovate restroom to comply with ADA 4.22.**

**6. FIRST FLOOR WOMEN'S PUBLIC TOILET ROOM**

- A. *The signage is located on the door at a non-compliant height of 65-1/4" above the floor. {4.30.6}*
- B. *The signage for this toilet is non-compliant as to location {4.30.6}, letter and figure size and lack of Braille. {4.30.2; 4.30.3; & 4.30.4}*
- C. *The door is a non-compliant 30" door with a non-compliant clear accessible passage space through the door of 27". {4.13.5}*
- D. *The door is equipped with compliant push/pull hardware. The push/pull pressure is a non-compliant 11 lbs. {4.13.11(2)(b)}*
- E. *The closing period for this door was a non-compliant 2.87 seconds. {4.13.10}*
- F. *The threshold is compliant with 3/16" and 1/4" edges.*
- G. *The door enters into a compliant alcove that is 51-1/4" wide and 61" long.*

- H. *The passageway from the alcove to the toilet and sink area is through a non-compliant 29-3/8" wide access route. {4.3.3}*
- I. *The paper towel dispenser is at a non-compliant height of 52" above the floor. {Page 19, Fig. 6(b)}*
- J. *The mirrors are a non-compliant height of 49-1/2" above the floor. {4.19.6}*
- K. *The soap dispenser is a non-compliant height of 49-1/2" above the floor. {Page 18, Fig. 5(a)}*
- L. *The sinks are totally non-compliant due to sink height {4.19.2}, the lack of required knee clearance below {4.19.2}, the lack of required piping insulation {4.19.4}, the use of handles that requiring pinching/grasping. {4.19.5}*
- M. *There is a compliant interior clear path of travel to the handicap designated stall.*
- N. *The signage for the designated handicap stall is a non-compliant 57 1/2" above the floor. {4.30.6}*
- O. *The passageway through the door of this stall is compliant at 37" wide and the path of travel to the accessible stall is 58-1/2".*
- P. *The handicap designated stall was a compliant 68" wide and 77-3/4" deep.*
- Q. *The grab bar requirements are non-compliant since there is only one side grab bar in this stall. {4.16.4}The grab bar is a non-compliant length of 33" {Page 43, Fig. 30(a)} and a non-compliant distance of 10-3/4" from the back wall. {Page 43, Fig. 30(a)}*
- R. *The toilet fixture has a non-compliant distance of 19-1/4" from the side wall. {Page 43, Fig. 30(a)}*
- S. *The toilet paper dispenser was a compliant 28" above the floor and a non-compliant distance of 36-1/2" from the back wall. {Page 43, Fig. 30(d)}*
- T. *The toilet seat was a non-compliant 15" above the floor. {4.16.3} & {Page, 43, Fig. 30(d)}*
- U. *The flush valve is located on the non-compliant side of the toilet. {4.16.5}*
- V. *The flush valve activation pressure was a compliant 5 lbs.*
- W. *The door to this stall has non-compliant pinching and grasping hardware. {4.17.5}*

**Agreed Solution: Renovate restroom to comply with ADAAG 4.22.**

**7. PATH OF TRAVEL TO FIRST FLOOR COURTROOM AND CLERK OFFICES**

- A. *The path of travel to the Courtroom and the First Floor Clerk Offices is accomplished by continuing down the first floor corridor, going through a compliant doorway (no doors), and over a non-compliant loose rug adjacent to the doorway. {4.5.3}*

**Agreed Solution: No action required.**

**8. FIRST FLOOR COURT CLERK OFFICE**

- B. *The signage for this office is non-compliant in type, location, and height. {4.30}*

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

- F. *The door swings to the inside of this office. The counter is 42" from the inside of the door creating a non-compliant inside clear area to the counter. {Page 38, Fig. 25(c)}*

**Agreed Solution: No action required.**

9. FIRST FLOOR FIRE EXTINGUISHER NEAR THE COURT CLERK

- A. *This fire extinguisher is a non-compliant height of 78-1/2" from the floor. {Page 19, Fig. 6(b)}*

**Agreed Solution: Adjust height of fire extinguisher to meet requirements of {Fig. 6(b), Page 19}.**

10. FIRST FLOOR CLERK AND MASTER OFFICE

- A. *The signage for this office is non-compliant in type, size, and location. {4.30}*

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

11. FIRST FLOOR SMALL COURTROOM DOOR

- B. *The sign for this courtroom is a non-compliant height of 48-1/2" above the floor in the corridor. {4.30.6} The signage for this room is non-compliant in type, size, and location. {4.30.6}*

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

- D. *The door is equipped with non-compliant cylindrical hardware. {4.13.9}*

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

- E. *The door glass is a non-compliant height of 52" above the floor. {Page A3, Fig. A3}*

**Agreed Solution: No action required.**

- I. *These double doors have non-compliant cylindrical hardware. {4.13.9}*

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

- J. *Each door leaf is a non-compliant 24" wide. The accessible passageway through the active door leaf is non-compliant. {4.13.4 & 4.13.5}*

**Agreed Solution: Keep both doors open while court is in session. Provide signage stating that doors are to be left open while court is in session.**

### 13. FIRST FLOOR SMALL COURTROOM WITNESS STAND

- A. *The witness stand is accessed by a non-compliant 6-1/4" step. {4.5.2}*
- B. *The accessible passageway opening into the witness stand is a non-compliant 21-3/8" {4.3.3} which narrows down to a non-compliant 15-1/4". {4.3.3}*
- C. *The witness stand is a non-compliant size of 47" x 65-1/2" since it is insufficient space to maneuver a wheelchair within. {4.2.3}*

**Agreed Solution: The Plaintiffs agree that the witness stand and the location of witnesses is part of the state's judicial program and will be addressed by the state.**

### 15. NON-AUTOMATIC ELEVATOR

- A. *The non-compliant non-automatic elevator {4.10.2} for the handicapped is in the corridor near the North entrance doors. This elevator is also non-compliant as a platform lift in section since an assistant is required to operate the gates on each end of the platform. {4.11.3} It is our understanding that the key for this elevator is stored in the Clerk and Master's Office and a courthouse employee is required to assist a person with a disability to operate the elevator. The lighting fixtures in the elevator were not working at the time of the inspection but the elevator company had been called to find and repair the problem. Lighting measurement could not be performed by the research team because of this problem.*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- B. *In front of the North entrance doors is a non-compliant loose mat on the floor. {4.5.3}*

**Agreed Solution: No action required.**

- E. *The inside floor of the elevator was a non-compliant 42" by 58". {Page 34, Fig. 22}*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- F. *The accessible entrance into this elevator was a non-compliant 33" {measured from the strike jamb to the edge of the retracted accordion gate which protrudes past the edge of the opened door on the hinge side of the door. {Page 34, Fig. 22}*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- G. *In order to call the elevator while at another floor, a key must be inserted into the switch and turned and the button held in the on position. This is non-compliant operation requires pinching and grasping. {4.13.9}*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- H. *The hall call button measuring a compliant 3/4" by 3/4" must be depressed and held until the elevator arrives at that requested floor positions. The elevator cab internal controls were compliant in size and height.*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- I. *The area on the external wall with the switch, floor number and key stop is compliant. The centerline of the hall call indicator number is a non-compliant 46" above the floor {4.10.5} and the centerline of the hall call button is a non-compliant 41-1/2" above the floor. {4.10.3} The digital hall call number is a compliant 1-1/4" high.*

**Agreed Solution: No action required.**

- J. *This elevator door has a hinged door which provided a non-compliant opening of 33".{Page 34, Fig. 22} This door opens automatically when the elevator arrives at the floor and remains open for 18.9 seconds before it closes automatically. This fire rated door has a compliant closing force of 11 pounds.*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- K. *Once the hinged door is open, both at the First and Second Floors, there is an accordion metal gate which must be manually opened by sliding it to one side of the opening. The opening force at each level on this gate was a compliant 4 lbs. The problem with this elevator is the elevators enters on one side on the First Floor and discharges on the Second Floor from the opposite end of the elevator. This opposite door configuration and the non-compliant size of the cab without a 60' turning radius would require the person in the wheelchair to turn around in their chair backwards to open the gate to exit the elevator on the Second Floor if the person backed on to the elevator platform on the First Floor.*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- L. *The external non-compliant type floor indicator signage, {Page 33, Fig 20} for this elevator on the First Floor consisted of a square floor indicator sign on the non-compliant wall {4.30.6} just outside the elevator at the non-compliant height of 62" {4.30.6} above the floor and one on the inside face of the door at 64" above the floor with non-compliant Braille and raised character. {4.10.5} The elevator door has a handicap sign on the exterior of the door at the non-compliant height of 57-1/2" above the floor. {4.30.6} The sign is non-compliant due to the lack of Braille {4.30.4} and lack of raised characters*

{4.30}. The handicap symbol was a compliant 4" high and the letters a non-compliant 1/2" tall {4.30.4}.

**Agreed Solution: Replace or modify signage to meet requirements of {4.30.6, 4.10.5, and 4.30.4}.**

- S. *There was a non-compliant phone in this elevator due to the lack of Braille instructions, lack of a volume control, and the presence of equipment that would only function with audible communication. {4.10.14} The phone number posted in the elevator, 9-374-2114, is not an emergency response phone number. The report team called the number and got the county jail. The team member asked "If this was an emergency, would this number be the one to call?" and the person said "No, this is the county jail." It was asked "If I had an emergency, what number should be called?" and the person said to "Call 9-374-3994 for an emergency." This emergency number was not noted in the elevator.*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- U. *The grab bar heights within the cab were a non-compliant 32-1/2" above the floor. {4.26.2}*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- V. *The clear width to exit the elevator at the Second Floor is a non-compliant 32-1/2". {Page 34, Fig. 22}*

**Agreed Solution: County will bring elevator into compliance with the ADA.**

- W. *The area on the external wall at the Second Floor below the switch, floor number and key stop is clear and compliant. The centerline of the hall call indicator number is a non-compliant 46-3/8" above the floor {4.10.5} and the centerline of the hall call button is a compliant 42" above the floor. The digital hall call number is a compliant 1-1/4" high.*

**Agreed Solution: No action required.**

- X. *The elevator door at the Second Floor also has a hinged door with a non-compliant 32" clear opening between the door jamb and the accordion gate edge. {Page 34, Fig. 22} This door opens automatically when the elevator arrives at the floor and will remain open 21.25 seconds before it closes automatically and has a closing period of 3.88 seconds. If the rated door on the Second Floor was to close on someone it would take a compliant 12 lbs. to hold this door in the open position.*

**Proposed Solution: County to check with elevator manufacturer to determine if gates can be reconfigured, eliminated or controlled electronically to provide for operation without the use of assistance.**

- Y. *The external non-compliant type floor indicator signage, {Page 33, Fig 20}, for this elevator on the Second Floor consisted of a square floor indicator sign on the non-compliant wall {4.30.6} just outside the elevator at the non-compliant height of 66" above*

the floor. {4.30.6} The internal non-compliant type floor indicator signage on the inside face of the door is located 64" above the floor {4.30.6} with non-compliant Braille and raised character. {4.10.5} The elevator door has a handicap sign on the exterior of the door at the non-compliant height of 57-1/2" above the floor. The sign is non-compliant due to the lack of Braille {4.30.4} and lack of raised characters {4.10.5}. The sign location is non-compliant. {4.10.5} The handicap symbol was a compliant 4" high and the letters a non-compliant 1/2" high {4.30.4}.

**Agreed Solution: Provide signage to meet requirements of {4.30.6, 4.10.5, and 4.30.4}.**

- AA. *The Second Floor area on the external wall with the switch, floor number and key stop is compliant. The centerline of the hall call indicator number is a non-compliant 46" above the floor. {4.10.5} The digital hall call number is a compliant 1-1/4" high. The centerline of the hall call button is a compliant 42" above the floor.*

**Agreed Solution: No action required.**

## 17. SECOND FLOOR COURTROOM ENTRANCE

- B. *This door has non-compliant cylindrical hardware. {4.13.9} There are (2) non-compliant locking devices located above the door knob that require grasping and turning. {4.13.9} The top latch is located at the non-compliant height of 52-1/4" above the floor. {4.13.9} The middle latch is located at a compliant height of 45-1/2" above the floor.*

**Agreed Solution: Replace operating device with compliant hardware in accordance with {4.13.9} or install ADA lever kit. Remove locking devices located above the operating mechanism or adjust their height to meet requirements of {4.13.9}.**

## 18. PATH OF TRAVEL FROM THE SECOND FLOOR COURTROOM ENTRANCE TO THE LARGE COURTROOM

- A. *The path of travel from the Second Floor courtroom entrance to the Large Courtroom is through an alcove encumbered by a loose bench forcing a person's path of travel through a non-compliant area that tapers from 36" to 49" in width. {Page 38, Figure 25(c)} A person must then proceed through a compliant 36" width opening to the main courtroom aisle.*

**Agreed Solution: Remove bench to provide path of travel.**

- B. *The sheet vinyl flooring at the threshold on the courtroom side of the main entrance door was non-compliant due to the fact that it was coming loose and could possible become a tripping hazard. {4.5.1}*

**Agreed Solution: Repair vinyl.**

## 20. PATH OF TRAVEL TO THE SECOND FLOOR LARGE COURTROOM WITNESS STAND AND JURY BOX

- A. *There are (2) paths of travel from the visitor's area to the Witness Stand and Jury Box, both paths are non-compliant.*
- B. *The first path is down the main right side aisle, leading from the elevator lobby. This aisle is a compliant 43" clear. A person must then proceed through a 34-1/2" non-compliant opening {4.3.3} in the bar rail. At this point there is a single non-compliant 6-3/4" step up {4.5.2} to the bar area at the bar rail. Once inside the bar area, one has a clear and unobstructed path of travel to the witness stand and the jury box.*
- C. *The second path of travel is likewise down the right side aisle and then along the front aisle between the front bench and the bar rail which narrows down at one point to a non-compliant 32-1/2" clear. {4.3.3} One must then follow a series of non-compliant ramps on the extreme left side of the courtroom. These ramps lead to the bar area where the path of travel to the Witness Stand and Jury Box is then clear and unobstructed. See Item No. 21 below for description of ramps at bar area.*

**Agreed Solution: Provide path of travel to Bar area that allows for a 34" minimum clear opening without the use of a step to meet requirements of {4.3.3 and 4.5.2}.**

## 21. SECOND FLOOR LARGE COURTROOM WITNESS STAND

- A. *The Witness Stand is accessed by a non-compliant 6" high step. {4.5.2}*
- B. *The passageway to the Witness Stand is through a non-compliant 30" wide opening. {4.3.3}*
- C. *The floor area of the Witness Stand is a non-compliant 28-1/4 by 42-1/2" 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's judicial program and will be addressed by the state.**

## 22. SECOND FLOOR LARGE COURTROOM JURY BOX

- A. *The jury box has (3) levels all accessed by non-compliant steps varying in height from 6" to 6-1/4" {4.5.2}*
- B. *The jury box landings vary in width from 32" to 54" and are non-compliant due to lack of maneuvering room {4.2.3}*

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

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

- B. *At this access point, the floor begins to slope a non-compliant running slope of 9.6% for 28" in length {4.8.2} down to a non-compliant landing measuring 50" by 44-1/2" {4.8.4(3)}.*

*This landing has a mild, non-compliant cross slope of 0.3% in the direction of travel. {4.8.4} From this mid-level landing the floor slopes in (2) directions, one down to the courtroom floor and one down to the Jury Room floor.*

- C. *The ramp toward the courtroom visitor area is 48" in length with a compliant running slope of 6.9% at the low end of the ramp to the courtroom floor. Where the ramp meets the courtroom floor there is a non-compliant carpet strip with a slope of 78.5 % with a total rise of 1". {4.3.8} At the bottom of the ramp to the courtroom, there is a non-compliant 40" deep landing area {4.8.4(2)} encumbered by a mechanical unit. The clear path of travel to the ramp at this point is a compliant 54-3/4".*
- D. *The section of ramp toward the jury room is 48" in length with a compliant running slope of 6.0%. This section of ramp is non-compliant because there is no landing at the Jury Room door {4.8.4(4)} and the mid-level landing at the top of the 48" ramp is non-compliant due to size. {4.8.4(2)}*

**Agreed Solution: Provide path of travel to Bar area that allows for a 34" minimum clear opening without the use of a step to meet requirements of {4.3.3 and 4.5.2}. No action required regarding level landing in front of jury room door.**

#### 24. ENTRANCE TO THE SECOND FLOOR LARGE COURTROOM JURY ROOM

- A. *The carpet strip at the low end of the ramp near the alcove opening to the Jury Room access door, has a non-compliant slope of 65.4% {4.8.2} and a non-compliant 5/8" offset from the end of the ramp to the adjoining floor area at the entrance alcove. {4.3.8}*

**Agreed Solution: Replace edge strip to meet requirements of {4.8.2 and 4.3.8} as enumerated in Item No. 20 above.**

- C. *This door has non-compliant cylindrical hardware. {4.13.9}*

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

- D. *The height of the door glass is a non-compliant 51-3/4" above the floor {Page A3, Fig. A3} but the glass has been painted so it is nonfunctional.*

**Agreed Solution: No action required.**

- F. *This door has a non-compliant push/pull force of 7.5 lbs. {4.13.11(2)(b)}*

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

#### 25. INTERIOR DIRECTIONAL SIGNAGE

- A. *There was no compliant directional signage inside this building. {4.1.3(16)(b)}*

**Agreed Solution: Provide directional signage to meet requirements of {4.1.316}(b)}.**

26. DIRECTIONAL SIGNAGE

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

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

27. 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 area of rescue assistance in accordance with {4.3.11}.**