

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 - CANNON 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 Cannon 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. Cannon County is a Public Entity as that term is defined in 42 U.S.C. § 12131(1). Cannon 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 Cannon 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 Cannon 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 Cannon 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 Cannon County Courthouse whether asserted in this case or otherwise, including, but not limited to, any and all matters asserted in the case, or which may have been asserted.

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

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

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

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

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

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

13. Notwithstanding any unforeseen future contingencies that might impact the Alterations set forth in Appendix A, Defendant County agrees to refrain from taking any action that will diminish the level of physical accessibility of the judicial program conducted in Defendant County's subject facilities as achieved through the Alterations enumerated in Appendix A. This paragraph shall not be read to prohibit the curtailment of a judicial program,

service, or activity at any of Defendant County's subject facilities for reasons unrelated to compliance with the ADA unless such action eliminates the only such accessible program, service, or activity in Defendant County's subject facilities.

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

ENFORCEMENT AND MONITORING

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

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

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

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

19. If at any time Defendant County wishes to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, Defendant County's designated representative will promptly notify Plaintiffs in writing (at the address for Plaintiffs set forth in Paragraph 22), setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification, and provide evidence to support

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

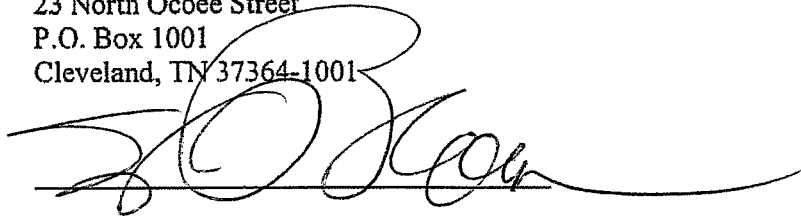
27. This Agreement shall become effective once signed by all parties and the effective date will be the date of the last signature affixed hereto.

28. This Agreement is contingent on the State of Tennessee approving the Compromise and Settlement Agreement between Plaintiffs and the State of Tennessee which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant County, with the exception of the amount of \$2,680.00 which reflects Defendant County's pro rata share of the amount of Plaintiffs' expenses and costs accrued by through December 17, 2004 and not paid by the State. In the event that the Memorandum of Understanding is rejected by the State of Tennessee then the dismissal shall be set aside and the case shall be placed back on the active docket for disposition and all defenses, otherwise available, would continue to be available included but not limited to standing and are not waived by this Agreement.

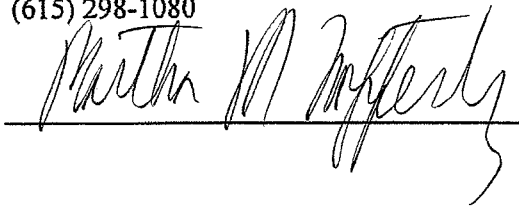
IN WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

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

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

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

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

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

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

Linda M. Dardarian

Attorneys for Plaintiffs

Date: 2/15/2005

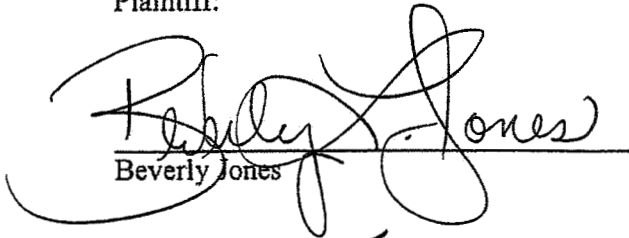
For Defendant County:

Cannon County, Tennessee

By: Mike Gannon
Mike Gannon, County Mayor

Date: 1/20/05

Plaintiff:


Beverly Jones

2-11-05
Date

CANNON COUNTY

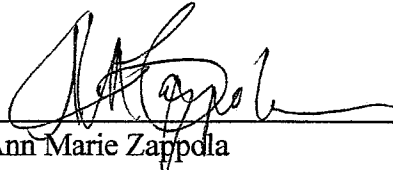
Plaintiff:

George Lane
George Lane

2-14-05
Date

CANNON COUNTY

Plaintiff:



Ann Marie Zappola

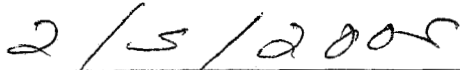
2/17/05

Date

Plaintiff:

A handwritten signature in cursive script, appearing to read "Dennis Cantrel", written above a horizontal line.

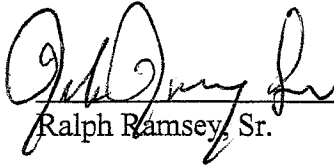
Dennis Cantrel

A handwritten date "2/5/2005" written above a horizontal line.

Date

CANNON COUNTY

Plaintiff:


Ralph Ramsey, Sr.

2-23-05
Date

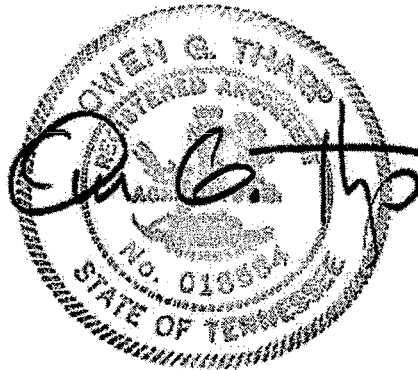
Plaintiff:



A. Russell Larson

2-15-05
Date

REVIEW OF ADA ISSUES
JUDICIAL SERVICES
FOR
CANNON COUNTY COURTHOUSE



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

Issue Date: June 18, 2004
Site Visit Date: June 15, 2004
Revised: August 24, 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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ATTACHMENTS

- A. Site

LOCATION:

Cannon County Courthouse
West Main Street, Public Square
Woodbury, TN 37190

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 Cannon County, TN, Courthouse, prepared by Falconnier Design Co. (FDC) and dated April 6, 2004. Data for this report was obtained in a field investigation by BWSC on June 15, 2004. This report responds to items noted and issues raised in the report by FDC. Recommendations are made with the goal of providing access for the disabled to judicial services now provided within the building.

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

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

B. THE AMERICANS WITH DISABILITIES ACT

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

Title I Employment

Title II State and Local Government

Title III Public Accommodations and Commercial Facilities

Title IV Telecommunications

Title V Miscellaneous provisions of the law

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

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

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

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

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

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

II. FACILITY BACKGROUND

The Cannon County Courthouse is a two-story structure with a basement located on the Public Square on West Main Street in Woodbury, Tennessee. It was built in 1935. There have been some interior alterations since that time, some of these in an attempt to make the building more accessible. An interior platform lift between the First and Second Floors and an accessible Unisex Toilet Room on the Second Floor were installed in 1998.

III. FACILITY EVALUATIONS/COMPLIANCE STRATEGIES/OPINIONS

RECOMMENDATIONS ARE TO BE FOLLOWED UNLESS OTHERWISE NOTED HEREIN

A. ACCESSIBLE PARKING

ISSUE: (Ref: Sec. 1, FDC Report) While six spaces are designated handicap spaces, only five are required at the Courthouse. The existing spaces are non-compliant because of slopes and because of failure to be located along an accessible route.

RECOMMENDATION: To remedy this situation, the handicap spaces are proposed to be moved into one location along the accessible route. The most suitable location for these spaces is at the east side of the parking area south of the courthouse. These spaces have a general cross slope of 0.4% and running slopes ranging from 0.8% to 2.5%. This paving is inconsistent in slope and these inconsistencies create very small areas of slopes which may be non-compliant. While this is permissible at other locations in the parking lot, the handicap parking area should be resurfaced to achieve more consistent slopes. Five handicap spaces should then be striped to meet ADA requirements. The spaces must be 8'-0" wide with a 5'-0" aisle between spaces. These spaces may share an aisle in such a way that two spaces abut each other with an aisle between them and additional spaces. Van spaces should be 11'-0" wide. ADA compliant curb cuts must also be provided at the north end of the aisles into the accessible route (see below). Signage indicating the handicap spaces should also be installed and the handicap symbol should be painted within the spaces, in accordance with ADA requirements.

B. ACCESSIBLE ROUTE FROM PARKING TO ENTRANCE DOOR

ISSUE: (Ref: Sec. 2, FDC Report) The existing ramp from the East parking area to the East entry doors is not compliant. The landing at the top of the ramp is not large enough, and further, BWSC proposes that the level of this landing be raised about 7 1/2" to match the main First Floor level of the building. There are other non-compliant aspects to this route, but they need not be enumerated here since altering the size and elevation of the top landing will require rebuilding the entire ramp.

RECOMMENDATION: Beginning from the East doors, the handicap ramp should be modified to include a landing at least 5'-0" by the width of the ramp. From the landing, the ramp may slope down at a max slope of 8.3%. The ramp should travel for approximately 20'-0" where another landing at least 5'-0" by the width of the ramp should be constructed. At the landing, the ramp should then depart from the path of the existing ramp and turn south toward the new accessible parking spaces. This ramp should also slope down at a max slope of 8.3% and should not run more than 30'-0" without another landing of minimum 5'-0" by the width of the ramp. The path of this ramp may require the demolition or relocation of the planter beds in the courthouse lawn. The entire ramp should have ADA compliant rails including the required 1'-0" handrail extensions. Two sets of stairs that intersect the ramp should be relocated or removed. Stairs may intersect the ramp at landings, if necessary, but they may not intersect the ramp in sloped areas as these slopes are required to have handrails for their entire length.

From the base of the ramp, the accessible route should extend to the south toward the handicap spaces and must be 3'-0" wide minimum. Finally, the accessible route should include a 3'-0" wide minimum route along the north edge of the handicap spaces. In this fashion, an uninterrupted accessible route is established from the handicap parking to the building.

C. ACCESSIBLE PATH OF TRAVEL, FIRST FLOOR

ISSUES: (Ref: Sec. 3, FDC Report) The entrance through the East entrance doors is through exterior doors of a non-compliant width, and immediately up a ramp of 8" rise to the main First Floor level.

RECOMMENDATION: In order to make this entrance accessible, the floor immediately inside the exterior doors should be raised to the main First Floor level. Since the exterior door now has a transom light above, the existing masonry opening could still be used with the new floor level. At the same time, new doors should be installed with at least one leaf having the required 32" clear opening. The required 48" deep maneuvering room would be available in front of at least one leaf of the door. This alteration will add one more step down toward one of the existing Toilet Rooms and the stairs to the Basement.

PER 1/24/05: LOOSE MAT – NO ACTION REQUIRED AS VENDOR HAS INDICATED IT IS COMPLIANT WITH THE ADA.

D. ACCESSIBLE PATH OF TRAVEL TO THE SECOND FLOOR COURTROOM

ISSUE: (Ref: Sec. 5, FDC Report) The accessible path of travel is by way of the platform lift near the East Entrance. The force required to open the lift door, the closing speed of the door, and the relationship of the platform floor to the threshold and ramp are all non-compliant.

RECOMMENDATION: The Platform lift manufacturer and/or installer should make adjustments and/or alterations in the device in order to correct these deficiencies.

The hinges currently on the First Floor lift door are spring hinges. They should be replaced and a closer installed.

E. SECOND FLOOR COURTROOM DOOR

ISSUE: (Ref: Sec. 11, FDC Report) The active door leaf has a non-compliant push pressure and has a small view window at a non-compliant height.

RECOMMENDATION: The active door leaf closer should be adjusted to a compliant push pressure of 5 lbs. The window deficiency should be corrected by installing a larger window useable by both standing and seated persons.

PER 1/24/05: NO ACTION REQUIRED FOR THE GLASS.

F. SECOND FLOOR COURTROOM

ISSUE: (Ref: Sec. 12, FDC Report) The fixed seats in the visitors' section allow no wheelchair locations. The rear row of seats is too close to the wall in places. The exit door in the front of the room has a closer requiring too much force to open and has a closing period 0.03 seconds too fast.

RECOMMENDATION: Some of the fixed seats should be removed to provide the required 4 wheelchair locations, with companion seating as required. Some of the seats in the back row should be removed to provide a compliant path into the courtroom. The closer on the exit door should be adjusted to require a compliant opening force and provide a compliant closing period.

G. SECOND FLOOR COURTROOM JURY BOX

ISSUE: (Ref: Sec. 13, FDC Report) The Jury Box has three levels, the lowest 8" above the Courtroom Floor.

RECOMMENDATION: At present there is no access into the Jury Box for a person in a wheelchair. The jury box is surrounded by a metal railing. 42" beyond the end of the Jury Box is another rail, which forms part of the Bar separating the judicial area from the visitors' section. The least difficult modification would be to modify the railing surrounding the jury box to allow a space at floor level within the enclosure, between the present Jury box and the Bar. The railings should be designed so that a person sitting at floor level has a clear view of the Bench and the Witness Stand. An accessible ramp to the lowest level of the Jury Box would take 8 feet of run, a 5 foot by 5 foot landing and a 60" diameter maneuvering area in the Jury Box. Within the present configuration of the Courtroom, this would take up a large amount of space (at least 74 square feet).

The ADAAG regulations for Justice Facilities, which have been proposed but not yet adopted, allow wheelchair spaces to be located outside the defined area of raised jury boxes or witness stands "where ramp or lift access poses a hazard by restricting or projecting into a means of egress required by the appropriate administrative authority." In order to avoid projection into aisles required for exits, a significant part of the visitors' section of the Courtroom would be lost to that use.

Per FDC in meeting on 8/6/04: Part of the metal railing around the Jury Box, on the side toward the Visitor's Section, should be removed. A juror in a wheelchair can then sit at floor level in the space between the Jury Box platform and the metal Bar rail. If necessary, the metal railing along the front of the Jury Box should be modified to avoid blocking the sight lines of a juror in a wheelchair.

PER 1/24/05: NO PHYSICAL CHANGES WILL BE MADE TO THE JURY BOX. INSTEAD, STATE PROTOCOL WITH REGARD TO JURY BOX WILL BE FOLLOWED.

H. SECOND FLOOR COURTROOM WITNESS STAND

ISSUE: (Ref: Sec. 14, FDC Report) The Witness Stand is inaccessible to a person in a wheelchair because it is 16 ½" above the Courtroom Floor.

RECOMMENDATION: There is not enough room to install either a compliant ramp or a lift to access the Witness Stand. A ramp would require 16'-6" of sloped surface, not including landings and maneuvering space. A lift would require approximately a 5 foot by 5 foot space for the lift plus an equal maneuvering space at the Witness Stand level. The County should provide an alternative location for witnesses who cannot climb steps to an elevated Witness Stand. Such a witness could sit at floor level near the Witness Stand and use a hand-held microphone.

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

TO FOLLOW STATE PROTOCOL.

I. SECOND FLOOR COURTROOM JURY ROOM

ISSUE: (Ref: Sec. 15, FDC Report) The Jury Room is accessed through a door from the courtroom which has a closer with a non-compliant push pressure and closing period. The jury room door has non-compliant hardware.

RECOMMENDATION: The closer should be adjusted to have compliant push pressure and closing period. The hardware on the Jury Room door should be replaced with a compliant model.

J. ACCESSIBLE TOILET ROOM

ISSUE: (Ref: Sec. 8, 9, 17, 18, 25 & 26, FDC Report) The Building is required to have a minimum of one accessible Unisex Toilet Room. The room now designated as the Jury Room Unisex Toilet Room is the most nearly compliant and on the most compliant path of travel of all the Toilet Rooms in the building. Its deficiencies are:

The closer requires too much push pressure and closes too fast.

The signage is non-compliant, in design and location.

The sink is located too close to the side wall.

The drain-pipe sticks into the required clear space under the sink.

The sidewall grab bar is located incorrectly.

The toilet paper dispenser is located incorrectly.

Because it opens off the Jury Room, it is not available when the Jury is deliberating.

RECOMMENDATION: This Toilet Room should be separated from the Jury Room by a partition in the location of the previous wall. This would create a corridor space between the Jury Room and the Unisex Toilet Room, where the accessible drinking fountain is

now located. Signage throughout the building should give directions to this as the Accessible Toilet Room. The deficiencies should be corrected. The drinking fountain should be moved over to give a compliant pull side clearance of 18". The sink, sidewall grab bar and toilet paper dispenser should all be relocated.

Per FDC in meeting on 8/6/04: No change to the drinking fountain location is required. Signage should be installed at the First Floor Toilet Rooms giving directions to the Accessible Toilet Room.

K. SECOND FLOOR CLERK & MASTER OFFICE

ISSUE: (Ref: Sec. 19, FDC Report) Room identification signage and door hardware are non-compliant.

RECOMMENDATION: Compliant signage and door hardware should be installed.

L. BASEMENT CIRCUIT COURT CLERK'S OFFICE

ISSUE: (Ref: Sec. 21, 22, 23 & 24, FDC Report) The Circuit Court Clerk's Office is located in the Basement of the Courthouse. It is accessed by an exterior door reached by stairs from grade, interior stairs from the First Floor, and a non-compliant ramp from the exterior. Inside the basement level, there is a 4" change of level between the West door (at the ramp) and the Circuit Court Clerk's Office and a 3" level change between the Circuit Court Clerk's Office and a Toilet Room. Both of these level changes are now accomplished with non-compliant ramps.

RECOMMENDATION: Significant re-building of the existing exterior ramp would be required to bring it into compliance with ADAAG regulations. Only one of the required alterations would be the rebuilding of the stone exterior stairs to the West First Floor entrance in order to create a large enough flat landing outside the West Basement door under these stairs. Because the ramp slopes and landings are non-compliant, the entire ramp would have to be rebuilt if it were to meet accessibility requirements.

Title II allows government entities to use alternative means in order to provide access to its programs and services. The public conducts business with the Circuit Court Clerk's Office by submitting documents or requesting information at the counter just inside the office door. It may possible to provide these same services to persons unable to climb stairs by having an employee come up 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.

Per FDC in meeting on 8/6/04: Persons unable to climb stairs who have business with the Circuit Court Clerk's Office should be directed to the Second Floor Clerk & Master Office. They will arrange for contact with the Circuit Court Clerk's Office. Signage giving these directions should be installed on the First Floor and on the Exterior at the steps down to the entrance to the Basement.

M. FIRST FLOOR DRINKING FOUNTAIN

ISSUE: (Ref: Sec. 7, FDC Report) The drinking fountain is mounted so that the spout height is too high. Since a drinking fountain is provided on this floor, it must be accessible.

RECOMMENDATION: Re-install the unit at a compliant height, or install a second, accessible drinking fountain on the First Floor.

N. FIRE EXTINGUISHERS

ISSUE: (Ref: Sec. 4 & 20, FDC Report) Fire extinguishers in the First and Second Floor corridors are mounted too high.

RECOMMENDATION: Remount the fire extinguishers at a compliant height of 54".

O. INTERIOR SIGNAGE

ISSUE: (Ref: Sec. 27 and throughout FDC Report) There is a lack of compliant room identification and directional signage both inside and outside the 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.

P. 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: The Jury Room could be altered to make it an Area of Rescue Assistance. The stair nearest to the Jury Room is 41" wide along its narrowest run. The requirement for 48" wide stairs appears in a section of the ADAAG regulations from which existing buildings are exempt.

