

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

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

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

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

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

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

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

13. Notwithstanding any unforeseen future contingencies that might impact the Alterations set forth in Appendix A, Defendant County agrees to refrain from taking any action that will diminish the level of physical accessibility of the judicial program conducted in Defendant County's subject facilities as achieved through the Alterations enumerated in

Appendix A. This paragraph shall not be read to prohibit the curtailment of a judicial program, service, or activity at any of Defendant County's subject facilities for reasons unrelated to compliance with the ADA unless such action eliminates the only such accessible program, service, or activity in Defendant County's subject facilities.

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

ENFORCEMENT AND MONITORING

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

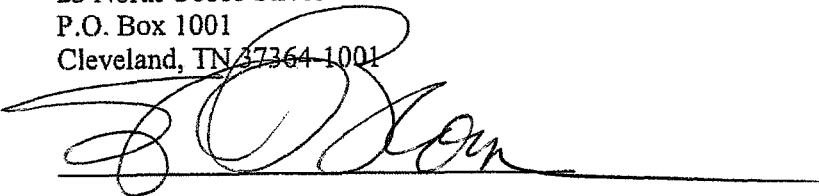
27. This Agreement shall become effective once signed by all parties and the effective date will be the date of the last signature affixed hereto.

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

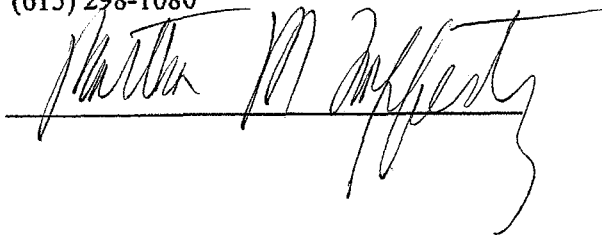
IN WITNESS WHEREOF, Plaintiffs and Defendant County in the above-captioned action have caused this Agreement to be executed as of the dates subscribed below.

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

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



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



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

Linda M. Dardarian

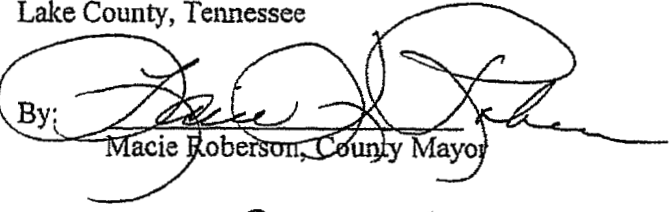
Attorneys for Plaintiffs

Date: 2/15/2005

For Defendant County:

Lake County, Tennessee

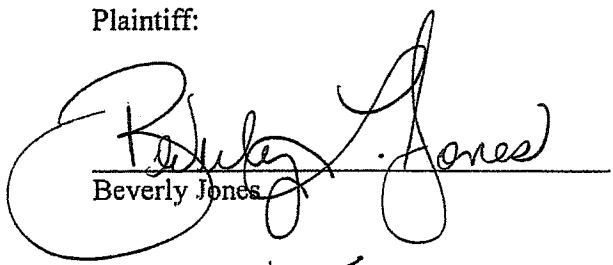
By:


Macie Roberson, County Mayor

Date:

1-28-05

Plaintiff:


Beverly Jones

2-11-05
Date

LAKE COUNTY

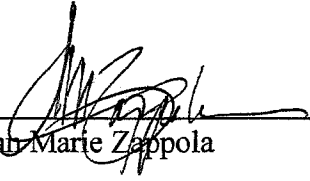
Plaintiff:

George Lane
George Lane

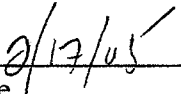
2-14-05
Date

LAKE COUNTY

Plaintiff:




Ann Marie Zappola



Date

Plaintiff:



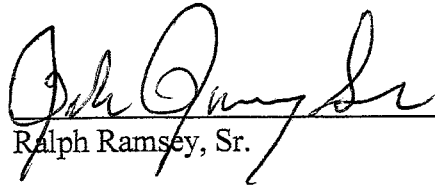
Dennis Cantrel



Date

LAKE COUNTY


Plaintiff:



Ralph Ramsey, Sr.

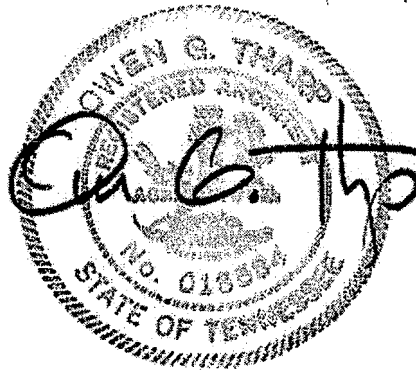
2-23-05
Date

Plaintiff:


A. Russell Larson

7-15-05
Date

REVIEW OF ADA ISSUES
JUDICIAL SERVICES
FOR
LAKE COUNTY COURTHOUSE



The information contained in this Review is described in the Work Statement contained in Section 1. The information contained in this Review is copyrighted and may be used only by the parties associated with litigation in the case of Lane et.al v. the State of Tennessee et.al that is pending in the Federal District Court for the Middle District of Tennessee Docket No. 3:98 CV 0731.

Issue Date: June 25, 2004
Site Visit Date: June 22, 2004
Revised: August 19, 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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LOCATION:

Lake County Courthouse
229 Church Street
Tiptonville, TN 38079

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 Lake County, TN, Courthouse, prepared by Falconnier Design Co. (FDC) and dated April 15, 2004. Data for this report was obtained in a field investigation by BWSC on June 22, 2004. This report responds to items noted and issues raised in the report prepared by FDC. Recommendations are made with the goal of providing access for the disabled to judicial services now provided within the building.

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

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

B. THE AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

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

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

II. FACILITY BACKGROUND

The Lake County Courthouse is a two-story structure erected in 1908. In the 1960’s a one story addition was constructed at the rear of the building. Following a fire in 1990, some repairs and renovations were made; however, the original interior plan does not appear to have been changed. The building retains its historic character on both the interior and exterior. In the recent past an accessible Toilet Room was designated on the First Floor, an automatic opening device was added to the pair of front doors, and a platform lift was added to access the Second Floor.

III. FACILITY EVALUATIONS/COMPLIANCE STRATEGIES/OPINIONS

RECOMMENDATIONS ARE TO BE FOLLOWED UNLESS OTHERWISE NOTED HEREIN

A. ACCESSIBLE PARKING

ISSUE: (Ref: Sec. 1, 2 & 4, FDC Report) There are three designated accessible parking spaces on the street around the courthouse. Only one accessible space is required.

RECOMMENDATION: The number of parking spaces is in compliance with ADA; however, BWSC recommends that two of the three handicap spaces be converted into standard spaces, leaving only the one required space.

Designated Parking on Court Street, DP-1 and DP-2

It is recommended that both existing spaces be converted to standard spaces. The 5th or 6th space from Church Street (if the existing designated spaces are the 1st and 2nd spaces) should be the new accessible space. This space should be leveled out by building up (back filling) the middle of the space to flatten out inconsistencies and make both the running slope and the cross slope compliant. This space should be a van accessible space (11'-0" wide) with a van accessible aisle (8'-0"). An ADA compliant sign indicating the van accessible space should also be provided. This aisle should end in an ADA compliant curb ramp.

Designated Parking DP-3 on Church Street and Accessible Path of Travel to the Main Entrance Doors

It is recommended that this space be converted to a standard space, thereby eliminating the need to provide an accessible route to this parking area.

B. ACCESSIBLE PATH OF TRAVEL TO THE MAIN ENTRANCE DOOR

ISSUE: (Ref: Sec. 3, FDC Report) The existing ramp from the sidewalk up to the porch and entrance doors is non-compliant. The slope of the ramp is too steep in places, the intermediate landing is too small and the handrail is not continuous. There is no level landing in front of the doors.

RECOMMENDATIONS: The sidewalk should be repaved due to the condition of the existing walk (cracks and general degradation of the walk) and to account for the new curb ramp (which must be out of the path of travel). A level landing should also be provided at the base of the Handicap Ramp that goes from the accessible path to the front door. The Handicap Ramp must also be improved.

Beginning at the entrance to the building, a noncompliant ramp slopes up to the doorway. The area outside the door should be level, which may require the construction of a level landing from the door threshold. At least 5'-0" of clear space (exclusive of any architectural elements which protrude into the landing area) at this level landing should

be preserved before the ramp begins to slope down toward ground level. The ramp should have ADA compliant slopes of no more than 8.3% for a run of less than 30'-0" before arriving at a level landing. It is recommended that this landing be roughly at the same place as the existing landing (though it will be built up from that landing). This landing will also be larger than the existing landing and should be 5'-0" by 5'-0". The path should then turn south (instead of north along the existing ramp), again at a slope of no more than 8.3%. It is anticipated that the ramp will reach ground level within 30'-0" of run, but if not, another landing may be required. The ramp should end at a level landing along the accessible route, as described in the paragraph above. This ramp should also have ADA accessible rails with the required 1'-0" rail extensions and should have all required edge protection. The railing must be continuous for the length of the ramp. This may require that railing be attached to the building for some portion of the ramp. The lower run of the existing ramp should be removed.

C. ACCESSIBLE ENTRANCE

ISSUE: (Ref: Sec. 5, FDC Report) The accessible entrance is through a pair of doors equipped with an automatic operator. The operator buttons on both the interior and exterior of the building lack raised characters or Braille on the pad surface. Each single door leaf has a non-compliant clear opening. There are loose mats at both the interior and exterior sides of the doors. There are loose floor tiles on the interior floor surface.

RECOMMENDATIONS: The automatic door operator allows both leaves to open together and thus provide a compliant clear opening. If they are available, the County should install push pads with raised characters and Braille. Current industry standard for this item is recessed characters and accessibility symbol. The loose mats should either be removed or fastened down in a compliant manner. Loose floor tiles should be securely reinstalled or replaced.

PER 1/25/05: LOOSE MAT – NO ACTION REQUIRED AS VENDOR HAS INDICATED IT IS COMPLIANT WITH THE ADA.

D. ACCESSIBLE PATH OF TRAVEL TO THE SECOND FLOOR

ISSUE: (Ref: Sec. 9, FDC Report) The accessible route to the Second Floor is by a Platform Lift located in the main entrance corridor. There are a number of non-compliant items related to the Lift and its access ramps.

RECOMMENDATION: The First Floor ramp to the lift should be replaced so that the slope is a maximum of 1:12 and there is no vertical drop greater than ¼". The warped platform floor should be adjusted to make it more level. This will help eliminate the non-compliant drop between the lift platform and the ramps. The handrail inside the lift should be shimmed out to give a space of 1 1/2" between the rail and the wall. The door closer at the First Floor should be adjusted to have a compliant push/pull pressure and closing time. The seat should be removed from inside the cab. The lift operation should be adjusted to stop the platform within ¼" of the door threshold at the Second Floor. The

Second Floor Ramp should be modified to have a compliant beveled edge where it meets the floor.

Per FDC in meeting on 8/6/04: No change to the handrail is required.

E. FIRST FLOOR CLERK & MASTER OFFICE

ISSUE: (Ref: Sec.11, FDC Report) This space is compliant except for the signage and door hardware.

RECOMMENDATION: Compliant room identification signage should be installed. As the door is always open when the Office is open for business, there is no need for a compliant door handle within the scope of the current lawsuit.

Per FDC in meeting on 8/6/04: Compliant door handles are required at this office.

F. SECOND FLOOR CIRCUIT COURT CLERK'S OFFICE

ISSUE: (Ref: Sec. 19, FDC Report) There are two doors to the Circuit Court Clerk's Office, both opening off the same corridor. The room identification signage and door hardware on each are non-compliant.

RECOMMENDATION: Compliant room identification signage should be installed and the lockset replaced with a compliant design. As one of the doors is always open when the Office is open for business, there is no need for a compliant door handle within the scope of the current lawsuit.

Per FDC in meeting on 8/6/04: Compliant door handles are required at this office.

G. SECOND FLOOR COURTROOM DOOR

ISSUE: (Ref: Sec. 23, FDC Report) The door has non-compliant identification signage and the door hardware on the pair of doors is non-compliant.

RECOMMENDATIONS: Compliant hardware and signage should be installed.

H. SECOND FLOOR COURTROOM JURY BOX

ISSUE: (Ref: Sec. 26, FDC Report) The Jury Box is located on two levels, one step and two steps above the main Courtroom floor. Neither level has an adequate maneuvering space for a wheelchair.

RECOMMENDATIONS: Making the current Jury Box accessible would require installation of a ramp or lift plus a minimum 5 foot square maneuvering space at the level of the Jury Box floor. Such an installation would require reworking the existing access to the Jury Box and would take up a large amount of floor space (50 to 75 square feet plus

an access aisle at floor level.) There is sufficient room on the floor level beside the entrance to the Jury Box for a wheelchair space with good sightlines to the Witness Box, the Judge's Bench and the Attorney's tables. The lectern and tables in the judicial area are moveable and could easily be rearranged if necessary.

Per FDC in meeting on 8/6/04: Modification of the Jury Box in order to enable a person in a wheelchair to participate from a location inside the Jury Box enclosure is required. As a general guideline, it was suggested that part of the solid rail enclosure be removed, and part of the lower seating level (about 36" x 48") be replaced with a removable platform. This would enable a person in a wheelchair to sit at floor level, yet be within the Jury Box enclosure. Provision of a 60" by 60" maneuvering space within the Jury Box is not required. The County should work with a design professional to arrive at a functional solution for this particular Courtroom.

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

I. SECOND FLOOR COURTROOM WITNESS STAND

ISSUE: (Ref: Sec. 27 & 28, FDC Report) The Witness Stand is inaccessible for wheelchair users due to a narrow passage to the entrance beside the Jury Box, two steps up to the seating level and a lack of maneuvering room within the Witness Stand.

RECOMMENDATION: The floor of the Witness Stand is 14" above the Courtroom floor. Installation of a ramp or lift to access this area would require rebuilding the Jury Box, the Witness Stand and the Judge's Bench. Such an installation would also take up a minimum of 50 square feet of area unavailable in the existing plan of the judicial area of the Courtroom. There is area available for a wheelchair space in front of the Witness Stand, within good view of the Jury Box, the Judge's Bench and the Attorney's tables. The County could provide this as an alternative location for witnesses who cannot climb stairs. Such a witness could use a hand-held or portable microphone.

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

TO FOLLOW STATE PROTOCOL.

J. SECOND FLOOR COURTROOM JURY ROOM

ISSUE: (Ref: Sec. 30, FDC Report) The door has non-compliant hardware. The room identification signage is non-compliant.

RECOMMENDATION: Compliant door hardware and signage should be installed.

K. SECOND FLOOR JURY ROOM DRINKING FOUNTAIN

ISSUE: (Ref: Sec. 31, FDC Report) The spout height is ¾” too tall, the water height is ¾” too low and the control is non-compliant.

RECOMMENDATION: A drinking fountain is not required in this location. The County has advised BWSC that the water fountain will be removed and not replaced. If the County wishes to maintain this amenity, a new compliant fixture, designed for a side approach by a wheelchair, should be installed.

L. FIRST FLOOR ACCESSIBLE TOILET ROOM

ISSUE: (Ref: Sec. 15, 16, FDC Report) The Unisex Toilet Room on the First Floor is designated as accessible; however it has a number of non-compliant features.

RECOMMENDATION: The ADA requires a minimum of one unisex, accessible Toilet Room on the First Floor. In order to make the Unisex Toilet Room compliant the following alterations should be made:

- Compliant signage should be installed.
- Compliant door hardware should be installed.
- A new, wall-mounted sink should be installed, compliant with ADAAG regulations.
- New compliant faucet handles should be installed.
- The paper towel dispenser should be installed at a compliant height.
- The toilet should be moved so that the centerline of the fixture is a compliant 18” from the side wall.
- The toilet seat should be raised to a complaint height of 17” to 19”.
- New side and rear wall grab bars of a compliant length should be mounted at a compliant location.
- The toilet paper dispenser should be relocated to a compliant location,
- The coat hook should be relocated to a compliant height.

PER 1/25/05: CHAIN LATCH SHOULD BE MADE COMPLIANT BY REPLACING WITH SLIDING LATCH

M. ACCESSIBLE FIRST FLOOR DRINKING FOUNTAIN

ISSUE: (Ref: Sec.13, FDC Report) The accessible First Floor Drinking Fountain is mounted too high.

RECOMMENDATION: Reinstall the drinking fountain at a compliant height.

N. ACCESSIBLE SECOND FLOOR TOILET ROOM

ISSUE: (Ref: Sec. 20, 21, 32, 33, 34 & 35, FDC Report) There are three Toilet Rooms on the Second Floor: a public Unisex Toilet Room at the head of the stairs, and both a

Men's Toilet Room and a Women's Toilet Room opening off the Jury Room. None of these are accessible.

RECOMMENDATION: ADAAG requires at least one accessible Toilet Room on the Second Floor. Extensive renovation will be required to create an accessible Toilet Room on this floor. The County should identify the most feasible location for either modification of an existing Toilet Room or installation of a new one.

Per FDC in meeting on 8/6/04: No modification of the Second Floor Toilet Rooms is required if the County creates and enforces a rule banning use of the Jury Toilet Rooms whenever a jury includes a member unable to climb stairs. In such a case, the Jury Toilet Rooms shall be locked and all jury members will be required to use the First Floor Unisex Accessible Toilet Room.

O. FIRE EXTINGUISHER

ISSUE: (Ref: Sec. 7 & 36, FDC Report) Fire extinguishers on both the First and Second Floors are mounted at a non-compliant height.

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

P. INTERIOR SIGNAGE

ISSUE: (Ref: Sec. 38, and throughout FDC Report) There is no compliant signage in this building.

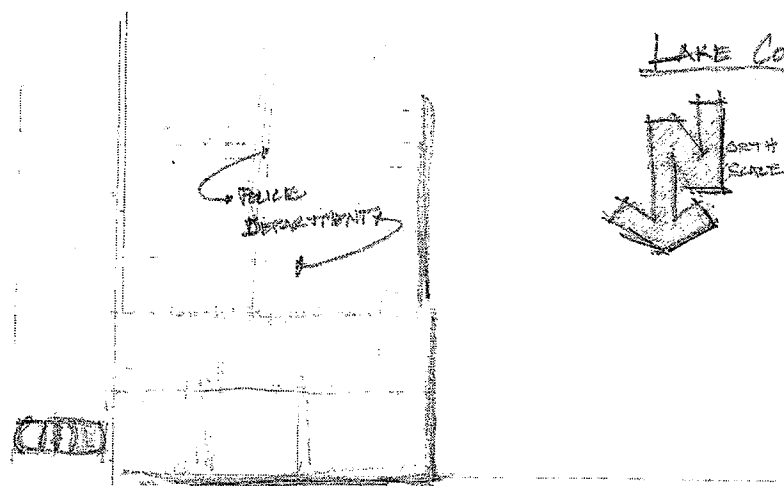
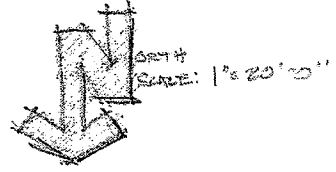
RECOMMENDATION: Compliant signage should be installed to designate permanent rooms and spaces throughout the building, and to provide directions to or information about functional spaces of the building. On the exterior of the building, the accessible entrance should be identified, and signage at other entrances should indicate the route to the accessible entrance.

Q. AREA OF RESCUE ASSISTANCE

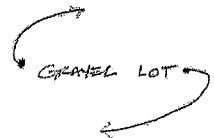
ISSUE: (Ref: Sec. 39, FDC Report) The ADA and Building Codes require an Area of Rescue Assistance where disabled persons can await rescue in the event of a fire if there is not an accessible means of egress from that part of the building. There is no Area of Rescue Assistance on the Second Floor of this building.

RECOMMENDATION: It should be noted that ADAAG exempts existing buildings from the requirement for an Area of Rescue Assistance. However, it is recommended that the County work with a design professional to identify requirements and the most feasible location for an Area of Rescue Assistance on the Second Floor of this Building.

LAKE COUNTY COURTHOUSE



← GRAVEL ROAD →



← GRAVEL ROAD →

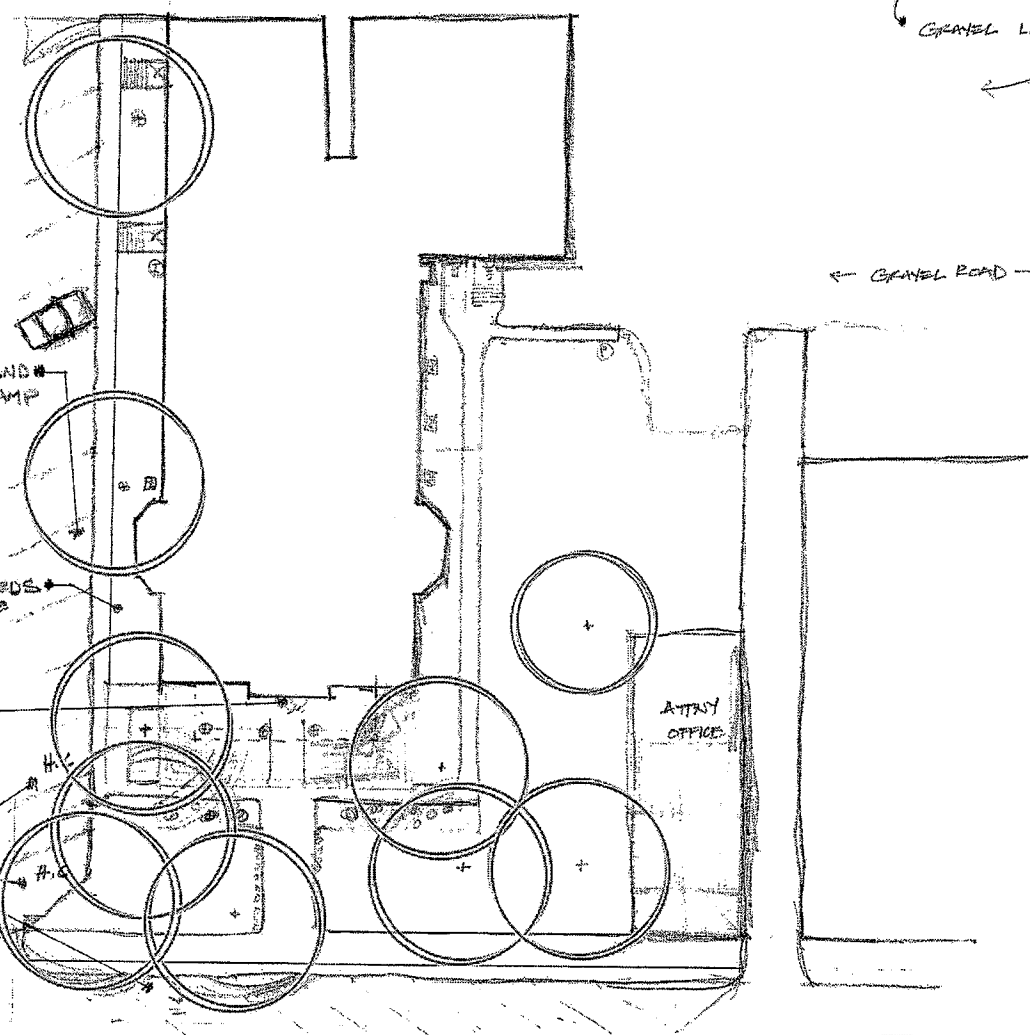
MAKE NEW H.C. SPACE AND
ADD COMPLIANT CURB RAMP

REBUILD RAMP AND
REBUILD TO ADA STANDARDS
FOR WIDTH, CURBS, SLOPE,
LANDING AND FALLING
REQUIREMENTS

BUILD OUT CONCRETE
LANDING FROM FLOOR
LEVEL

TURN EXISTING
H.C. SPACES
INTO STANDARD
SPACES

DRAIN



**ATTACHMENT A
SITE**