

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 – MEIGS 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 Meigs County (hereinafter “Defendant County”).

PARTIES TO THIS AGREEMENT

1. Plaintiffs have alleged they are qualified individuals with disabilities as that term is defined by 42 U.S.C. §12131(2).

2. Defendant County is a Public Entity as that term is defined in 42 U.S.C. §12131(1). Defendant County is subject to Title II of the ADA, 42 U.S.C. §12132, and its implementing regulations, 28 C.F.R. Part 35.

ADDITIONAL DESIGNATIONS

3. As used herein, the State of Tennessee shall refer collectively to the defendant designated as the State of Tennessee in this litigation, all Tennessee Courts exercising jurisdiction under Tennessee law in the courthouse and any other owned or operated facility of the Defendant County, and the AOC (“Administrative Office of the Courts”).

DEFINITIONS

4. Unless otherwise specified in these Definitions, the definitions of terms used in this Agreement shall be the same definitions as are contained in 42 U.S.C. §12131 *et seq.* and 28 C.F.R. Part 35 and 36 and any accompanying explanations as may be contained in the statutes, appendices or regulations associated with those statutes and regulations.

a. “ALTERATION” refers to any modification, improvement, remodeling, renovation or repair to ANY buildings or structures at the SUBJECT FACILITIES.

b. “DEFENDANT COUNTY” as used herein refers to Defendant County and includes any official agency of Defendant County.

c. “EFFECTIVE DATE” means the last date upon which this Agreement was executed by a party.

d. “SUBJECT FACILITIES” refers to any courthouse and/or other buildings owned and/or operated by Defendant County in which judicial programs and services and/or county commission meetings are held.

FACTUAL BACKGROUND

5. Pursuant to the Constitution of the State of Tennessee and state statutes, the State of Tennessee conducts its judicial program in the county courthouses and other facilities of the State. Defendant County is responsible for providing the facilities in which the State’s judicial program is conducted in the Defendant County.

PLAINTIFFS’ RELEASE OF DEFENDANT COUNTY

6. This Agreement constitutes a settlement of all of the Plaintiffs’ claims against the Defendant County, arising out of the alleged inaccessibility of the Meigs County Courthouse or the Meigs County Judicial Center, including, but not limited to, all claims for back pay, lost wages, compensatory damages, injuries to person and property, reimbursement of out of pocket expenses, physical or emotional injury and stress, any punitive type damages, attorneys fees, costs, experts’ witness fees and any and all other damages.

7. Plaintiffs agree to, and hereby do, completely release and discharge Defendant County, including but not limited to, its officials, employees, agents, whether current or former, in all of their official and individual capacities, including, but not limited to, their successors, assigns, servants, agents, attorneys, subsidiaries, affiliates, officers, directors, and representatives, of and from any and all claims, demands, actions, and causes of action of any and every kind and character, known or unknown, that Plaintiffs may have had or may now have against them regarding the alleged inaccessibility of the Meigs County Courthouse or the Meigs County Judicial Center whether asserted in this case or otherwise, including, but not limited to, any and all matters asserted in the case, or which may have been asserted.

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

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

OBLIGATIONS ASSUMED BY THE DEFENDANT COUNTY

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

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

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

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

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

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

ENFORCEMENT AND MONITORING

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

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

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

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

19. If at any time Defendant County wishes to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, Defendant County's designated representative will promptly notify Plaintiffs in writing (at the address for Plaintiffs set forth in Paragraph 18), setting forth the facts and circumstances thought to justify

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

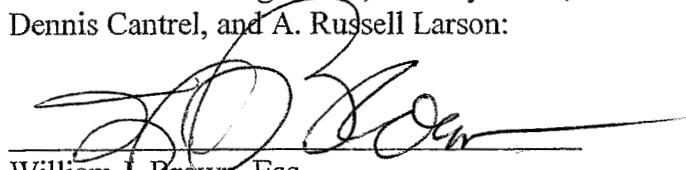
26. This Agreement shall be binding on the parties, and their elected or appointed successors in interest.

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

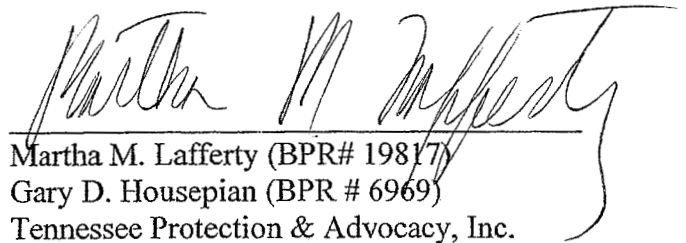
28. This Agreement is contingent on the State of Tennessee executing the Compromise and Settlement Agreement which provides, *inter alia*, that Defendant County will not be responsible for any of Plaintiffs' attorneys' fees, expenses and costs through December 17, 2004, including those relating to Defendant County, with the exception of the amount of Two Thousand Six Hundred Eighty Dollars (\$2,680.00) which reflects Defendant County's pro rata share of the amount of Plaintiffs' expenses and costs accrued through December 17, 2004 and not paid by the State, and the State approving the payments to be made by the State as set out therein. In the event that the Compromise and Settlement Agreement is rejected by the State of Tennessee then the Dismissal shall be set aside and the case shall be placed back on the active docket for disposition.

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

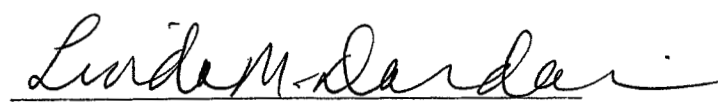
For Plaintiffs George Lane, Beverly Jones, Ann Marie Zappola, Ralph E. Ramsey, Sr., Dennis Cantrel, and A. Russell Larson:



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William J. Brown & Associates
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Gary D. Housepian (BPR # 6969)
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Nashville, TN 37212
(615) 298-1080

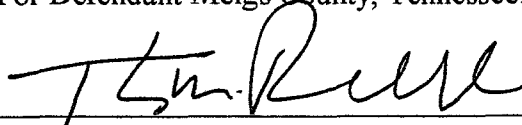


Linda M. Dardarian, admitted Pro Hac Vice
Roberta L. Steele, admitted Pro Hac Vice
GOLDSTEIN, DEMCHAK, BALLER, BORGAN & DARDARIAN
300 Lakeside Drive, Suite 1000
Oakland, CA 94612-3534
(510) 763-9800

Attorneys for Plaintiffs

Date: 2/15/05

For Defendant Meigs County, Tennessee:

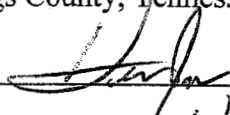


Thomas M. Donnell, Jr.
Stewart, Estes & Donnell
424 Church Street, Suite 1401
Nashville, Tennessee 37219

Date: 1-26-05

For Defendant County:

Meigs County, Tennessee

By: 

Name: Ken Jones

Title: County Mayor

Date: Jan 21, 2005

George Lane
George Lane, Plaintiff

Date: 1-1-05

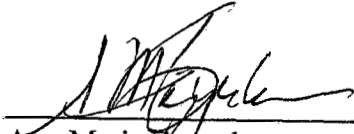
Beverly Jones

Beverly Jones, Plaintiff

Date: *2-1-05*

MEIGS COUNTY

Plaintiff:

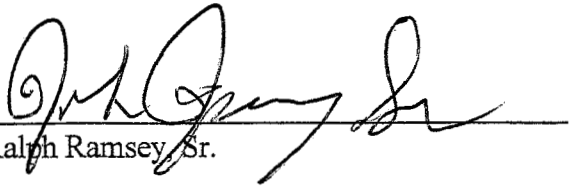


Ann Marie Zappola

2/17/05
Date

MEIGS COUNTY

Plaintiff:




Ralph Ramsey Sr.

2-23-05
Date



Dennis Cantrel, Plaintiff

Date: 2/5/2005


A. Russell Larson, Plaintiff

Date: 2-15-05

AGREED SETTLEMENT MEIGS COUNTY

1. EAST ACCESSIBLE PARKING – (EXISTING)

- A. *There are (44) existing parking spaces within the property lines around the perimeter of the building. The ADA requires that (2) spaces be designated as handicapped accessible. The construction drawings indicate a total of (61) proposed parking spaces which would require (3) spaces to be accessible. {4.1.2(5)(a)}*
- D. *A van accessible space has not been designated with the required compliant signage. {4.6.4}*
- E. *Neither of the (2) existing accessible spaces has the required signage. {4.6.4}*
- F. *The non-compliant 58" accessible access aisle sidewalk along the front of the car does not permit a 36" clear space between the edge of sidewalk and the bumper of the vehicle since no wheel stop exists. {Page 26, Figure 9}, {4.6.3} The front overhang of the vehicle varies from 12" to 24" and the rear overhang of the vehicle varies from 32" to 42".*

Agreed Solution: All accessible parking to be moved to front of courthouse in accordance with {4.6}.

2. ACCESSIBLE ROUTE FROM EAST PARKING TO ENTRANCE DOOR

- C. *A handrail exists on only one side of the 60" wide ramp. A second handrail is required on the adjacent side, but does not exist and is not on the construction drawings. {4.8.5(1)}Handrails are required on both sides {4.8.5(1)}. The handrail is located at a compliant height of 34" above the surface. This one handrail has a non-compliant handrail extension of 2.5"at the top of the ramp in lieu of the required 12" {4.8.5(2)}. The ramp cross slopes are minimal and within compliance at the top and bottom the ramp.*
- E. *The non-compliant 60" x 60" area at the top of the ramp slopes at 3.5% in lieu of the required level area. {4.8.4}*
- F. *The compliant plaza slopes an average 1.56% in the 37'-0" East to West direction. The new ornamental guard railing has circular elements in the design that has openings of up to 4-1/16" depending on how much paint was applied to the railing. The opening is non-compliant with the NFPA Life Safety Code which requires that the rail be designed so that a 4" sphere cannot pass through. {2000 Edition of NFPA 101, A.7.2.2.4.6(3)}*

Agreed Solution: The plaza is not the handicap accessible entrance. Rather, the accessible entrance is on the main street side or east side of the courthouse. This entrance is the entrance to the old courthouse. Meigs County has modified this entrance to add automatic door openers, the appropriate accessibility ramp, and the appropriate signage.

3. SOUTH ACCESSIBLE PARKING – (RECENTLY STRIPED)

- A. *There are (44) existing parking spaces within the property lines around the perimeter of the building. The ADA requires that (2) spaces be designated as handicapped*

accessible. The drawings indicate the total proposed parking spaces to be (61) which would require (3) to be accessible. {4.1.2(5)(a)}

- B. The (1) existing striped accessible parking space and corresponding designated aisle on the South side have slopes in the East/West directions of 4.6% which exceed the maximum allowable slope of 1" rise in 50" run or 2% maximum in all directions. {4.6.3}
- C. No compliant accessible aisle of any size exists adjacent to the parking space. {4.6.3}
- D. The accessible parking space signage is located at the non-compliant height of 34" to the bottom of the sign. {4.6.4}
- E. The van accessible space has not been designated with the required compliant signage. {4.6.4}

Agreed Solution: All accessible parking to be moved to front of courthouse in accordance with {4.6}.

4. ACCESSIBLE ROUTE FROM SOUTH PARKING TO ENTRANCE DOOR

- A. The accessible route from the curb ramp at the street corner is in Highway 30 appears to be a safety concern. The 31'-6" route along the street to the curb ramp has a compliant average slope of 1.4%.
- B. The proposed route has compliant running slopes no greater than 3.86% average and has non-compliant cross slopes up to 4.47% {4.3.7} to access the path to the basement door.
- C. The 40'-2" sidewalk between the masonry walls has an average slope of 4.1% therefore, the existing handrail is not required on either side. The cross slope at the beginning of the wall/sloping sidewalk is 1.6% but the bottom end of the sloping sidewalk has a non-compliant 2.9% cross slope {4.3.7}. The concrete area outside the 48" x 94" basement door has a non-compliant slope as great as 6.9% away from the door in the accessible space outside the door. {4.13.6}

Agreed Solution: All accessible parking to be moved to front of courthouse in accordance with {4.6}.

5. ENTRANCE DOOR ON EAST SIDE - PLAZA LEVEL FIRST FLOOR

- B. The left hand door (active leaf) - The pull/push force to operate the door is a non-compliant 12.5 lbs. {4.13.11(2) (b)}. The door has a non-compliant sweep period of 1.8 seconds {4.13.10}.

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

- D. The threshold has an exterior non-compliant vertical height of 3/8" from the concrete to the bottom of the threshold. A compliant threshold section has been installed at a non-compliant height. {4.13.8}

Agreed Solution: Modify threshold or provide new threshold in accordance with {4.13.8 and 4.5.2}.

- E. Bottom edge of door glass is located at a non-compliant 45-1/4". {Figure A3}

Agreed Solution: No action required.

- F. A 38-3/8" x 10" mechanical unit resting on the floor is located in the push side clearance area of the active leaf with the closest side located 43" from the door. The face of the door frame is located 6" from the side wall. Therefore the presence of the mechanical unit creates a non-compliant condition since it encroaches into the clear floor space leaving a non-compliant dimensioned area of 4" x 17" or a total area of 68" square inches. {Page 38, Figure 25a}

Agreed Solution: The plaza is not the handicap accessible entrance. Rather, the accessible entrance is on the main street side or east side of the courthouse. This entrance is the entrance to the old courthouse. Meigs County has modified this entrance to add automatic door openers, the appropriate accessibility ramp, and the appropriate signage.

6. ENTRANCE DOOR ON SOUTH SIDE - BASEMENT LEVEL ELEVATOR ACCESS

- A. The 48" entrance door has a 107" wide clear accessible area outside the door. The outside concrete surface slopes away from the door with non-compliant slopes as high as 6.9% and non-compliant cross slopes up to 4.1%.{4.13.6}
- D. The pull/push force to operate the door is 7.5 lbs. {4.13.11 (2) (a) does not specify for external doors} and has a non-compliant sweep period of 2.9 seconds {4.13.10}.
- E. The door glass bottom edge is located at a non-compliant 57-5/8" above the floor and is not within the 43" to 51" seated wheelchair range. {Page 61, Figure A3}
- F. The threshold has an exterior vertical height up to 1/2" from the concrete to the bottom of the threshold. A compliant threshold section has been installed at a non-compliant height. {4.13.8}

Agreed Solution: No action required.

14. SECOND FLOOR WEST COURTROOM DOOR

- B. The left door is equipped with a lever and a closer with a non-compliant closing force of 6.5 pounds {4.13.11(2) (b)} and a compliant closing period of 3.5 seconds.

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

- C. The non-compliant pull side clearance is 14-1/2" {Page 38, Fig 25(a)}and the compliant alcove width is 56"

Agreed Solution: No action required.

- D. The bottom of the non-compliant left entrance door glass is 45-1/2" above finished floor. {Figure A3}

Agreed Solution: No action required.

- E. The right door is equipped with a lever and a closer with a non-compliant closing force of 7.0 pounds {4.13.11(2) (b)} and a compliant closing period of 4.0 seconds.

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

- G. The bottom of the right entrance door glass is located a non-compliant 45-3/4" above finished floor. {Figure A3}

Agreed Solution: No action required.

16. ACCESSIBLE PATH OF TRAVEL TO THE WITNESS STAND/JURY PLATFORM IN THE WEST COURTROOM (206)

- A. A ramp has been installed to the right of the raised platform that was not included on the construction drawings. The 74-1/2" long 7.5% sloping ramp to access the 6" raised platform on the right side is 38" wide and does not have compliant handrails on any side of the ramp {4.8.5}. The ramp has a compliant upper landing area of 89-3/4" and the non-compliant bottom landing has an encumbered 56-3/4" floor space {4.8.4(2)}.

Agreed Solution: No action required.

22. ACCESSIBLE PATH OF TRAVEL TO THE MEN'S TOILET ON BASEMENT FLOOR

- A. The accessible path is unencumbered. The exterior required clear floor space is unencumbered.

Agreed Solution: No action required.

23. MEN'S TOILET ON BASEMENT FLOOR

- B. The non-compliant interior pull side clearance is 14-1/2" {Page 38, Figure 25(a)}. The compliant marble threshold height is 1/4" high.
- C. The door is equipped with compliant push/pull hardware and a closer with a non-compliant closing force of 10 pounds {4.13.11(2) (b)} and a compliant closing period of 5.39 seconds.
- F. The sink has compliant drain piping location but is non-compliant due to the absence of pipe insulation {4.19.4}. The sink is located at the compliant height with a compliant single handle faucet.
- H. The mirror is located at a non-compliant height of 41" to the bottom edge of the reflective surface. {4.19.6}
- J. The hand dryer is located the compliant height of 48" and an activation height of 46-1/2". The unit has a total non-compliant protrusion into the path of travel of 8-3/8". {4.4.1}
- K. The urinal is located at the non-compliant height of 17-1/2" {4.18.2}, elongated bowl compliant length of 14-1/2", non-compliant flush valve height of 54" {4.18.4} and a compliant flush valve control operation force of 4 pounds.
- L. The toilet is located at the non-compliant dimension of 16-1/2" from the sidewall. {Page 43, Figure 30(a)}

- M. *The toilet paper dispenser is located the compliant height of 20-1/4" with the front edge located at the non-compliant position of 45-3/8" from the rear wall {Page 43, Figure 30(d)}.*
- R. *The accessible stall is 60-1/2" x 60-1/2". The coat hook is at the non-compliant height of 59-3/8" above the floor {Page 19, Figure 6(b)}. The clear opening at the stall door is 32-1/2" and is equipped with accessible hardware.*
- T. *The height of changing table is a non-compliant 38-1/2". {4.32.4} The unit protrudes a non-compliant 4-1/4" from the face of the wall {4.4.1}; however, does have the 30" x 48" accessible area while in the down position.*

Agreed Solution: No action required.

25. WOMEN'S TOILET ON BASEMENT FLOOR

- B. *The non-compliant interior pull side clearance is 14-1/2" {Page 38, Figure 25(a)}.*
- C. *The non-compliant marble threshold height is greater than 1/4" high. {4.5.2}*
- D. *The door is equipped with compliant push/pull hardware and a closer with a non-compliant closing force of 13 pounds {3.13.11(1)(b)} and a compliant closing period of 3.6 seconds.*
- G. *The sink is located at the non-compliant height of 34-1/2" {4.19.2} and has a non-compliant skirt clear distance of 28-1/2" below {4.19.2}. The sink has compliant drain piping location but is non-compliant due to the lack of required pipe insulation {4.19.4}. The sink is equipped with a compliant single handle faucet.*
- J. *The hand dryer is located at the compliant height of 49" and has an activation height of 44". The unit has a non-compliant 8-3/8" protrusion into the path of travel {4.4.1}.*
- L. *The toilet paper dispenser is located the compliant height of 20-1/4". The front edge is located at the non-compliant position of 39-3/4" from the rear wall {Page 43, Figure 30(d)}.*
- N. *The flush valve is located on the non-compliant side of the toilet {4.16.5} with a compliant flush valve activation force of 3.5 pounds.*
- O. *The toilet seat is located at the non-compliant height of 19-3/8". {4.16.3}*
- P. *The sidewall grab bar is a compliant 43" long, located at the non-compliant height of 32-7/8" {Page 43, Figure 30(c)} and is positioned at the compliant dimension from the back wall of 11-3/8".*
- Q. *The rear wall grab bar has a compliant length of 37", is located at the non-compliant height of 32-5/8" {Page 43, Figure 30(d)} and is positioned at the compliant dimension of 5-3/8" from the back wall.*
- R. *The accessible stall is 60" x 60-3/8". The coat hook is a non-compliant 60-1/2" above the floor {Page 19, Figure 6(b)}. The clear opening at the stall door is 33-1/8" and is equipped with accessible hardware.*
- T. *The height of changing table is a non-compliant height of 37-3/4" above the floor. {4.32.4} The unit is loose and protrudes a non-compliant 5" from the wall {4.4.1}. It has a non-compliant 27-3/4" x 48" clear floor space while in the down position. {4.2.4.1}*

Agreed Solution: No action required.

27. MEN'S TOILET ON FIRST FLOOR

- D. The door is equipped with compliant push/pull hardware and a closer with a non-compliant closing force of 6.5 pounds {4.13.11(2) (b)} and a compliant closing period of 3.6 seconds.

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

- H. The mirror is located at a non-compliant height of 40-7/8" to the bottom edge of the reflective surface. {4.19.6}

Agreed Solution: Adjust mirror height to meet requirements of {4.19.6}.

- L. The urinal is located at the compliant height of 17", compliant elongated bowl length of 14-1/2", non-compliant flush valve height of 45-3/4" {4.18.4} and the compliant flush valve control operation force of 4 pounds. The compliant alcove width is 36".

Agreed Solution: County will install an automatic flush valve.

- M. The toilet paper dispenser is located the compliant height of 20-1/4" and the front edge is located at the non-compliant position of 41-5/8" from the rear wall {Page 43, Figure 30(d)}.

Agreed Solution: Adjust dispenser position to meet requirements of {Fig. 30(d), Page 43}.

- N. The toilet is located at the non-compliant dimension of 17-3/4" from the sidewall. {Page 43, Figure 30(a)}

Agreed Solution: No action required.

- Q. The sidewall grab bar is a compliant 43-1/4" long, located at the non-compliant height of 32-7/8" {Page 43, Figure 30(c)} and is positioned at the compliant dimension from the back wall of 11-3/8".

Agreed Solution: Adjust grab bar height to meet requirements of {Fig. 30(c), Page 43}.

- S. The accessible stall is 60-1/2" x 60-1/4". The non-compliant coat hook is 63-1/8" above the floor {Page 19, Figure 6(b)}. The clear opening at the stall door is 33-3/4" and is equipped with accessible hardware.

Agreed Solution: County will add a second coat hook at the proper height.

- U. The height of changing table is a non-compliant height of 38-7/8" above floor {4.32.4} and has the 30" x 48" clear floor space while in the down position. The unit protrudes a compliant 4" from the wall.

Agreed Solution: Adjust table height to meet requirements of {4.32.4}.

29. WOMEN'S TOILET ON FIRST FLOOR

- C. *The door is equipped with compliant push/pull hardware and a closer with a non-compliant closing force of 7.5 pounds 4.13.11(2) (b)} and a non-compliant closing period of 2.4 seconds. {4.13.10}*

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

- F. *The sink is located at the compliant height of 33-1/2". The skirt clear distance is a non-compliant 27-5/8" {4.19.2}. The sink has compliant drain piping location and is equipped with the required pipe insulation. The sink has a compliant single handle faucet.*

Agreed Solution: Adjust skirt clearance to meet requirements of {4.19.2}.

- G. *The mirror is located at a non-compliant height of 40-1/8" to the bottom edge of the reflective surface. {4.19.6}*

Agreed Solution: No action required.

- K. *The toilet paper dispenser is located the compliant height of 22-3/4" and the front edge is located at the non-compliant position of 38-3/4" from the rear wall {Page 43, Figure 30(d)}.*

Agreed Solution: Adjust dispenser position to meet requirements of {Fig. 30(d), Page 43}.

- L. *The toilet is located at the non-compliant dimension of 18-1/4" from the sidewall.*

Agreed Solution: No action required.

- M. *The flush valve is located on the non-compliant side of the toilet {4.16.5} and has a compliant flush valve activation force of 3.5 pounds.*

Agreed Solution: County will replace the flush valve with an automatic flushing mechanism.

- Q. *The accessible stall is 60-1/4" x 60-3/8". The non-compliant coat hook is at 64-3/4" above the floor {Page 19, Figure 6(b)}. The clear opening at the stall door is 34" and is equipped with accessible hardware.*

Agreed Solution: County will add a second coat hook at the proper height.

- S. *The non-compliant height of changing table is 38-1/4" above the floor. {4.32.4} The unit protrudes a non-compliant 4-1/8" from the wall {4.4.1} and has a non-compliant 26" x 48" clear floor space while in the down position. {4.2.4.1}*

Agreed Solution: Tighten unit and adjust table height to meet requirements of {4.32.4}.

31. MEN'S TOILET ON SECOND FLOOR

- C. The door is equipped with a compliant push/pull and a closer with a non-compliant closing force of 7 pounds {4.13.11(2) (b)} and a non-compliant closing period of 2.7 seconds. {4.13.10}

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

- F. The sink has compliant drain piping location but is non-compliant since it is not equipped with the required pipe insulation. {4.19.4}

Agreed Solution: No action required.

- G. The sink is located at the non-compliant height of 34-3/4" {4.19.2} with a compliant single handle faucet. The sink alcove width is a compliant 38" wide.

Agreed Solution: No action required.

- H. The mirror is located at a non-compliant height of 41-1/2" to the bottom edge of the reflective surface. {4.19.6}

Agreed Solution: Adjust mirror height to meet requirements of {4.19.6}.

- L. The urinal is located at the compliant height of 16-3/4", compliant elongated bowl length of 14-1/2", non-compliant flush valve height of 44-3/8" {4.18.4} and the compliant flush valve control operation force of 4 pounds. The compliant alcove wide is 35-1/4"

Agreed Solution: No action required.

- M. The toilet is located at the non-compliant dimension of 17-1/2" from the sidewall. {Page 43, Figure 30(a)}

Agreed Solution: No action required.

- N. The toilet paper dispenser is located at the compliant height of 19-1/2" and the front edge is located at the non-compliant position of 45-3/8" from the rear wall {Page 43, Figure 30(a)}.

Agreed Solution: Adjust dispenser position to meet requirements of {Fig. 30(d), Page 43}.

- S. The accessible stall is 61" x 60-1/8". The non-compliant coat hook is 63-5/8" above the floor {Page 19, Figure 6(b)}. The clear opening at the stall door is a compliant 34" and is equipped with accessible hardware.

Agreed Solution: County will add a second coat hook at the proper height.

- U. *The con-compliant height of changing table is 38-1/2" above floor {4.32.4} and the unit protrudes a non-compliant distance from the wall of 4-1/4" {4.4.1} and has a non-compliant 28" x 48" clear floor space while in the down position. {4.2.4.1}*

Agreed Solution: Tighten unit and adjust table height to meet requirements of {4.32.4}..

33. WOMEN'S TOILET ON SECOND FLOOR

- C. *The door is equipped with a compliant push/pull and a closer with a non-compliant closing force of 7 pounds {4.13.11(2) (b)} and a compliant closing period of 3.35 seconds.*

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

- F. *The sink is located at the compliant height of 33-1/2" and has a non-compliant skirt clear distance of 27-3/4" {4.19.2}. The sink has compliant drain piping location, non-compliant clear space below the sink skirt {4.19.2} and is equipped with the required pipe insulation. The sink has a compliant single handle faucet.*

Agreed Solution: Correct underside clearance to meet requirements of {4.19.2}.

- L. *The toilet paper dispenser is located at the compliant height of 20" and the front edge is located at the non-compliant position of 42" from the rear wall {Page 43, Figure 30(d)}.*

Agreed Solution: Adjust dispenser position to meet requirements of {Fig. 30(d), Page 43}.

- N. *The sidewall grab bar is a compliant 43-1/4" long, located at the non-compliant height of 32-5/8" {Page 43, Figure 30(c)} and is positioned at the compliant dimension from the back wall of 11-1/4".*

Agreed Solution: Adjust bar height to meet requirements of {Fig. 30(c), Page 43}.

- P. *The accessible stall is 60-1/4" x 60-1/4". The coat hook is located a non-compliant 63-1/2" from finished floor {Page 19, Figure 6(b)}. The clear opening at the stall door is 34" and is equipped with accessible hardware.*

Agreed Solution: County will add a second coat hook at the proper height.

- R. *The height of changing table is a non-compliant 38" above the floor {4.32.4} and protrudes a non-compliant distance of 4-1/4" from the face of the wall {4.4.1} and has a non-compliant 27-3/4" x 48" clear floor space while in the down position. {4.2.4.1}*

Agreed Solution: Tighten unit and adjust table height to meet requirements of {4.32.4}.

36. ELEVATOR

- B. The compliant signage has been located at the non-compliant height of 62" to the centerline on the exterior Basement level elevator door frame in lieu of the required 60" dimension. {4.10.5}
- C. The compliant signage has been located at the non-compliant height of 61" to the centerline on the exterior Second level elevator door frame in lieu of the 60" required dimension. {4.10.5}
- D. The in-car lantern has been located at the non-compliant height of 71-1/2" to the centerline above the floor in lieu of the 72" minimum required. {4.10.4(1)}
- E. The emergency call button has been located at the non-compliant height of 30-1/2" above the floor in lieu of the required 35" minimum. {4.10.12(3)}

Agreed Solution: All issues to be corrected in accordance with {4.10}.

38. 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)}.

39. AREA OF RESCUE ASSISTANCE

- A. The building/addition is non-compliant since it does not provide an area of rescue assistance for all levels above grade. See attachment "C" for details.

Agreed Solution: Provide an area of rescue assistance with appropriate signage in accordance with {4.3.11}.