

LAND LEASE

THIS LEASE, made and entered into between the **COUNTY OF CHATHAM, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as lessor (the "**County**") and the **BOARD OF TRUSTEES OF THE CENTRAL CAROLINA COMMUNITY COLLEGE**, a body corporate which has general control and supervision of all matters pertaining to the Central Carolina Community College, and is duly organized and existing under the laws of the State of North Carolina, as lessee (the "**Community College Board**"). The designations "**County**" and "**Community College Board**" as used herein shall include said parties their successor and assigns, and shall include singular or plural as required by context. The **Effective Date** of this Lease is the date it is executed by the County

WITNESSETH:

WHEREAS, the County and the Community College Board have determined to cooperate in a plan to finance the acquiring, constructing, equipping, and maintaining, of a building for the Community College Board's health sciences programs, including adjacent driveways, parking lots, and walkways on a portion of the County Parcel (hereinafter described), which the Community College Board has found to be necessary and desirable to provide for improved higher education in the County of Chatham; and

WHEREAS, the County owns a tract or parcel of land in Chatham County containing approximately 4.354 acres that is shown as Parcel 6 on that certain plat dated June 5, 2017, entitled "Final Subdivision, Recombination, Easement, and Private Right-of-Way Dedication Plat of SD-West-Parcel 6 and Commercial Common Area #2 for NNP-Briar Chapel, LLC", recorded at PS 2017-411, Chatham County Registry (the "County Parcel") on which the building for the health sciences program will be located; and

WHEREAS, as part of such plan, the County proposes to lease a portion of the County Parcel (the "**Leased Land**") to the Community College Board and the Community College Board has determined to lease the tract or parcel of land from the County and construct the building for the health sciences program thereon;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

The following terms have the meanings specified below, unless the context clearly requires otherwise:

"**Community College Board Representative**" means the Community College Board's Chairman, the Community College President, the Community College Finance Officer or any other person at the time designated, by written certificate furnished to the County and signed on by the Community College Board's behalf by its Chairman, to act on the Community College Board's behalf for the purpose of performing any act under this Lease.

"**County Representative**" means the Chairman of the Board of Commissioners of the County, the County Manager or the Finance Director or any person at the time designated, by a written certificate furnished to the Community College Board and signed on the County's behalf by its County Manager, to act on the County's behalf for the purpose of performing any act under this Lease.

“*Effective Date*” means the date this Lease is executed by the County.

“*Event of Default*” means one or more events of default as defined in Section 12.1.

“*Lease*” means this Lease, as it may be duly amended.

“*Lease Year*” means, initially, the period from the Effective Date of the Lease until, June 30, 2018, and, thereafter, means the twelve-month period of each year commencing on July 1 and ending on the next June 30.

“*Leased Land*” means the portion of the County Land shown on Exhibit A.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II FINANCING PLAN

The County and the Community College Board shall prepare a mutually agreeable plan for the financing by the County of the building for the health sciences program, including ancillary driveways, parking lots, and walkways to be constructed by the Community College Board pursuant to the terms of the Lease.

ARTICLE III REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the Community College Board each represent, covenant and warrant for the other’s benefit as follows:

(a) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach or the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(b) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE IV THE DEMISING CLAUSE

The County hereby leases the Leased Land to the Community College Board and the Community College Board hereby leases the Leased Land from the County, upon the terms and conditions, and in accordance with all of the provisions of this Lease, to have and to hold for the Lease Term. For the avoidance of doubt, the County is leasing only a portion of the 4.354 acre County Parcel to the Community College Board, which leased portion of the County Parcel is hereinafter referred to as the “Leased Land” and is described on Exhibit A.

**ARTICLE V
LEASE TERM**

The term of this Lease shall commence on the Effective Date and continue for a forty (40) year period (the "Lease Term"), which definition includes the initial forty (40) year period and the ten (10) year extension period hereunder, unless modified, earlier terminated, or extended pursuant to the terms hereof. If there is no default hereunder, the Lease Term shall automatically extend for an additional period of ten (10) years unless one party provides the other party written notice of termination not less than twenty-four (24) months prior to the end of the initial forty (40) year period; provided, however, the Lease Term shall not automatically extend unless not less than thirty (30) months, nor more than thirty-two (32) months prior to the end of the initial forty (40) year period the Community College Board provides the County written notice that it does not intend to terminate the Lease and that the Lease will automatically renew if the County does not provide the Community College Board the required written notice of termination.

**ARTICLE VI
QUIET ENJOYMENT; RESERVATION OF RIGHTS**

The County hereby covenants that the Community College Board so, long as it is in compliance with the terms and conditions of this Lease, shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Land without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Land during the Lease Term. The County shall, at the Community College Board's request, join and cooperate fully in any legal action in which the Community Board asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Land. In addition, the Community College Board may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Land, and shall be joined (to the extent legally possible, and at the Community College Board's expense) in any action affecting its liabilities hereunder.

The provisions of this Article are subject to the right hereby reserved to the County to inspect the Leased Land at any reasonable time.

There is reserved to the County the right to use the driveways, parking spaces, and walkways shown on Exhibit A in conjunction with the Future Library depicted thereon and any other use or uses the County determines to make of the portion of the County Parcel not leased to the Community College Board.

**ARTICLE VII
CONSIDERATION FOR LEASE**

Section 7.1 *Use of Leased Land.* The Community College Board hereby covenants and agrees that the Leased Land shall be used for the sole purpose locating a health sciences building, including driveways, parking spaces, walkways, and supporting facilities (collectively the "Health Sciences Building") for Central Carolina Community College thereon, and for no other purpose or purposes without the prior written consent of the County, which may be withheld in the County's sole discretion.

Section 7.2 *Governmental Orders.* The Community College Board, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court

decision, or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Leased Land and (b) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time.

Section 7.3 Payments. In partial consideration for its acquisition of rights to use the Leased Land during the Lease Term, the Community College Board hereby agrees to pay to the County annual rent in the amount of one dollar (\$1.00) payable on the date of execution of this Lease and on the first day of each Lease Year thereafter.

Section 7.4 Construction of Health Sciences Building. The Community College Board, as additional consideration for the Lease, agrees, to construct, equip, and maintain the Health Sciences Building on the Leased Land during the full term of the Lease. Construction shall commence within twelve (12) months of the Effective Date of this Lease and be completed within twenty-four (24) months from the date construction commences.

ARTICLE VIII

ELECTION AND VOTING SPACE

The Community College Board agrees to make available to the County, at no cost or charge, during the Lease Term good, sufficient, and convenient space in the Health Sciences Building and adjacent areas for the Chatham County Board of Election to maintain polling places and to otherwise conduct all elections conducted by said Board of Election, including, without limitation, Early Voting and Elections Day Voting (the "Voting Place"). The Voting Place shall be located in a mutually agreeable area in the Health Sciences Building, and, at a minimum, shall contain the following:

Voting Enclosure is the room within the Voting Place where citizens vote. **The Voting Place** is the building or area of the building that contains the voting enclosure. The Voting Place shall meet the following requirements:

- Contain at least 1,500 square feet and be large enough to have a sufficient number of private spaces (voting booths) for all voters to mark their ballot in secrecy.
- Provide adequate space and furniture for checking in voters, distribution of ballots, and conducting private discussions with voters concerning irregular situations.
- Contain a landline telephone with an active phone line.
- Allow for voting equipment and furniture inside the Voting Place to be arranged so that it can be seen from the public space of the enclosure.
- Be ADA compliant: Meet the guidelines of the US Department of Justice ADA CHECKLIST FOR POLLING PLACES and the North Carolina State Board of Elections Voting Site Accessibility Checklist. These documents are attached hereto as Appendix 1 and Appendix 2 and incorporated herein by reference.
- Be secured and available to the Board of Elections during the early voting period, including the day before, and on Election Day, including the day before.
- Have an entrance that is accessible to voters without interference from students.
- Have locks on the entrance doors to the Voting Enclosure and change those locks before and after each early voting period (Election Day is exempt from lock changes).
- Provide Elections staff with sole custody of the Voting Enclosure. The Board of Elections personnel and voters are the only persons permitted access to the Voting Enclosure during the entire voting period and the Board of Election personnel shall possess the only keys to the voting enclosure during that period.

- Contain a lockable closet provided by the Community College Board that is large enough to store voting supplies at night. The locks for this closet shall also be changed before and after each early voting period (Election Day is exempt from lock changes). The Board of Elections personnel shall be the only persons permitted access to the closet during the entire voting period and shall possess the only keys to the closet.
- The Voting Place shall contain data ports and electrical outlets throughout for computers, printers, and voting equipment. The Board of Elections shall be consulted during the design phase regarding placement of electrical outlets and data ports.
- Restrooms shall be located near the Voting Place entrance.

Parking for Voters. The Community College Board shall provide and ensure the following:

- Adequate parking spaces for voter parking (as requested by the Board of Elections)
- Parking spaces that are near the voter entrance to the Voting Place.
- Three (3) additional parking spaces, separate from handicapped accessible parking, but adjacent to the handicapped accessible parking spaces. The slope from the three (3) additional parking spaces to the sidewalk shall not exceed one vertical inch/horizontal foot. The pathway from the curbside parking spaces cannot be blocked by another parking space or otherwise.

Outdoor Area for Campaigners: The Community College Board shall provide and ensure that a 50-foot buffer is maintained between the Voting Place entrance and persons distributing campaign literature, advertising political parties and/or candidates, soliciting votes, or otherwise engaging in campaign-related activities (known as campaigners). The Community College Board shall provide an area for campaigners that meets this requirement. The area cannot be located in the parking lot. Ideally, a mix of surfaces, grass and concrete, should be provided for this area.

ARTICLE IX CONDITIONS WITH RESPECT TO THE LEASED LAND

This Lease Land is leased subject to the following:

- (a) All restrictions and general notes contained on the Final Plat referenced on Exhibit A;
- (b) The Declaration of Covenants, Conditions, and Restrictions for Briar Chapel Commercial Properties recorded in the Chatham County, North Carolina Office of the Register of Deeds on December 16, 2015 in Book 1833, Page 1, (the "Declaration"), the Supplemental Declaration recorded on December 1, 2017 at Book 1960, Page 341, the Declaration of Reciprocal Parking Easement Relating to Bair Chapel – SD West, recorded on December 1, 2017 at Book, 1960, Page 59, and the Declaration of Easements and Covenants to Share Coasts recorded on December 16, 2016 at Book 1833, Page 119, as amended to add the Leased Land, and all payments required to be made thereunder with respect to the Leased Land, which shall be made by the Community College Board;
- (c) Rights of upper and lower riparian owners in and to the waters of stream, creeks or branches crossing or adjoining the Leased Land, and the natural flow thereof, free from diminution or pollution;
- (d) LEASED LAND IS BEING LEASED "AS IS, WHERE IS", AS SET FORTH BELOW. THE COMMUNITY COLLEGE BOARD ACKNOWLEDGES THAT THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY

REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARATHERWHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE LEASED LAND, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE LEASED LAND FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE LEASED LAND WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERMENTAL AUTHORITY OR BODY, OR (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED LAND SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, THE COMMUNITY COLLEGE BOARD FURTHER ACKNOWLEDGES THAT THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE WITH LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATIONS, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIROMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXSISTENCE, IN OR ON THE LEASED LAND, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIROMENTAL RESPONSE COMPEMSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. THE COMMUNITY COLLEGE BOARD SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE LEASED LAND AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE COUNTY, ITS AGENTS OR CONTRACTORS PRIOR TO OR AFTER THE EXECUTION OF THIS LEASE OR DURING ITS TERM. EXCEPT AS TO THE SPECIAL WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN DEED CONVEYING THE LEASED LAND TO THE COUNTY, THE COUNTY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARATER, EXPRESS, OR IMPLIED, WITH RESPECT TO THE LEASED LAND, ITS PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO. THERE ARE NO ORAL AGREEMEENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE LEASED LAND.

(e) The Community College Board shall first submit any proposed site plans, architectural plans, landscaping and elevations and evaluations to NNP – Briar Chapel, LLC (“Briar Chapel”) for review and approval prior to submitting to the County for any County approval(s). The County’s written approval shall be required under this Lease prior to any land distribution activity or construction (including without limitation the Health Sciences Building) on the Leased Land. The Community College Board acknowledges that the Conditional Use Permit for Briar Chapel issued by the Chatham County Board of Commissioners limits the total impervious surface area that may be created within Briar Chapel. In order to facilitate compliance with such condition and manage the impervious surface area created, Briar Chapel has reserved for itself, its successors, and assigns, all rights to create impervious surface area within Briar Chapel, except to the extent Briar Chapel has expressly assigned such rights to others in writing. In connection with Site Plan review, Briar Chapel has agreed to allocate and assign not less than and not more than 132,048 square feet of impervious surface to the County Parcel (the “ISA Allocation”). The County has agreed to allocate a portion of the ISA Allocation to the Leased Land (the “Leased Land ISA Allocation”). Upon completion of The Community College Board’s construction activities on the Leased Land, the Community College Board shall provide to Briar Chapel and the County a written certificate from a professional engineer as to the impervious surface area on the Leased Land. This Leased Land ISA Allocation maximum shall be binding on the Community College Board, its successors and assigns. In the event that the entire Leased Land ISA Allocation is not used to construct improvement thereon, the Community College Board shall not have the rights to transfer or assign such rights to any other property or any other person or entity.

(f) A general and perpetual utility easement in favor of Briar Chapel, its successors and assigns, within the entirety of the viewshed buffer along Taylor Road.

(g) Stormwater facilities and drainage easements as needed to serve the County Parcel and all other property within SD-West, as reasonably agreed to by Briar Chapel, the Community College Board and the County.

**ARTICLE X
MAINTENANCE, REPAIR, TAXES AND ASSESSMENTS; CERTAIN RELATED
COVENANTS**

Section 10.1 *Maintenance, Repair, Taxes and Assessments.*

(a) *Maintenance; Repair.* The Community College Board shall use, or cause to be used, the Leased Land in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair and maintain the Leased Land, the Health Sciences Building and all other buildings, structures, driveways, parking areas, and walkways constructed thereon, or cause such to be serviced, repaired and maintained.

(b) *Maintenance of County Parcel.* As additional consideration for this Lease, the Community College Board agrees to maintain in a good and presentable condition the portion of the County Parcel not included in the Leased Land.

(c) *Taxes, and Assessments, Fees, and Charges.* The Community College Board shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to all Briar Chapel fees, assessments, or charges and utility charges and maintenance fees, of any type or nature levied, assessed or charged against any portion of the Leased Land by Briar Chapel or any governmental authority having jurisdiction thereon, provided that with respect to special assessments, other governmental charges, or other fees or charges that may lawfully be paid in installments over a period of years, the Community College Board shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(d) *Contests.* The Community College Board may, at its sole expense and in its name, in good faith contest such taxes, assessments, utility and other charges and, if any such contest occurs, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, but before such nonpayment it shall consult with the County and if the County requires, furnish the County with the opinion of a counsel acceptable to the County, to the effect that, by nonpayment of such items, the interest of the County in the Lease Land will not be materially endangered and that the Leased Land will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Community College Board.

Section 10.2 *Modification of Leased Property, Liens.*

(a) *Acquisitions and Construction.* Following the execution of this Lease and the written approval by the County of the plans and specifications for the Health Sciences Building, the Community College Board shall to acquire, construct, and equip the Health Sciences Building on the Leased Land at the location shown on Exhibit A.

(b) *Liens.* The Community College Board will not permit any mechanic's lien to be established or remain against the Leased Land for labor or materials furnished in connection with any acquisitions, construction, additions, modifications or improvements made by the Community College

Board under this Section, but if any such lien is filed or established and the Community College Board first notifies, or causes to be notified, the County of the Community College Board's intention to do so, the Community College Board may in good faith contest any lien filed or established against the Leased Land and in such event, with the prior written consent of the County, which shall not be unreasonably withheld, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the County with full security, acceptable to the County, against such loss or forfeiture which might arise from the nonpayment of any such item. The County will cooperate fully in any such contest on the request and at the expense of the Community College Board.

Except as provided in this Article and except as the County may consent thereto, which consent shall not unreasonably withheld, the Community College Board shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Land, other than the respective rights of the Community College Board and the County as herein provided. Except as provided in this Article, the Community College Board shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Community College Board may contest such liens, charges, encumbrances, or claims if it desires to do so. The Community College Board shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE XI COUNTY OBLIGATION; ADVANCES

Section 11.1 *County's Cooperation.* The County shall cooperate fully with the Community College Board in filing any proof of loss or taking any other action under this Lease. Neither the County nor the Community College Board may voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Land without the other's written consent.

Section 11.2 *Advances; Performance of Obligations.* If the Community College Board fails to take any action required of it under this Lease, then the County may (but is under no obligation to) perform such obligation. The Community College Board agrees to reimburse the County for its costs incurred in connection with performing such obligation.

ARTICLE XII DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 12.1 *Disclaimer of Warranties.* The COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED LAND OR ANY PART THEREOF. The County shall not be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided on the Leased Land. The Community College Board represents and warrants to the County that it has fully inspected the Leased Land and determined that it is in all respect suitable for the purposes as herein set forth. This Lease is a "land lease" and only unimproved, raw real estate is being leased to the Community College Board.

Section 12.2 *Further Assurances; Corrective Instruments.* The Community College Board and the County agree that they will from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may

reasonably be required for correcting any inadequate or incorrect description of the Leased Land hereby leased or intended so to be, or otherwise carrying out the intention hereof.

Section 12.3 *Community College Board and County Representative.* Whenever under the provisions hereof the approval of the Community College Board or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request is to be given for the Community College Board by the Community College Representative and for the County by the County Representative, and the Community College Board and the County are authorized to act on any such approval or request of such representative of the other.

Section 12.4 *Compliance with Requirements.* During the Lease Term, the Community College Board and the County (at the expense of Community College Board) shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Land or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Land or any portion thereof.

ARTICLE XIII TITLE TO LEASED PROPERTY; COUNTY ENCUMBRANCES

Title to the Leased Land shall be held in the County's name, subject only to the terms, conditions, and exception set out in the deed conveying the Leased Land to the County dated the 30th day of November, 2017, and recorded in Book 01960, Page 0368, Chatham County Registry; to the terms, conditions, and exceptions set out in the Purchase Agreement with an effective date of August 30, 2017 between NNR – Briar Chapel, LLC and the County; and such other matters disclosed on the final title insurance policy issued to the County in connection with the purchase of the County Parcel, the provisions of which deed, Purchase Agreement, and the insurance policy are incorporated herein by reference. The Community College Board acknowledges it has reviewed the deed, Purchase Agreement, and title insurance policy referenced above, and that payments are required to be made thereunder by the Community College Board with respect to the Leased Land.

The Community College Board has no right, title or interest in the Leased Land except as expressly set forth in this Lease. The Health Sciences Building shall be attached to and become a part of the Leased Land.

The Community College Board and the County shall work together in good faith to secure financing for the construction of the Health Sciences Building. The financing will require, inter alia, that the Leased Land, the Health Sciences Building, and this Lease be provided as security for such financing, and the Community College Board and the County agree to execute such additional and further documents as may be required with respect to the financing.

ARTICLE XIV SUBLEASING AND INDEMNIFICATION

Section 14.1 *Community College Board's Subleasing.* The Community College Board may not assign or sublease the Leased Land, in whole or in part, without the prior written consent of the County, which consent may be withheld in the County's sole discretion. .

Section 14.2 *Indemnification.* To the extent permitted by law, the Community College Board agrees to indemnify and save the County, its officers, employees and agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or

management of the Leased Land by the Community College Board during the Lease Term, including any claims arising from: (a) any condition of the Leased Land, (b) any act of negligence of the Community College Board or of any of its agents, contractors or employees or any violation of law by the Community College Board or breach of any covenant or warranty by the Community College Board hereunder; or (c) the incurrence of any cost or expense in connection with the construction and other accomplishment of the College Facility in excess of the moneys available therefor in the Acquisition and Construction Fund. The Community College Board further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. The Community College Board shall be notified promptly by the County of any action or proceeding brought in connection with any claims arising out of circumstances described in (a), (b) or (c) above.

ARTICLE XV INSURANCE

During the Lease Term, the Community College Board shall maintain the following policies of insurance, at the Community College Board's cost and expense:

(a) Commercial General Liability Insurance covering liability arising out of the Community College Board's use and occupancy of the Leased Land, including that of the Community College Board's trustees, employees, students, customers, agents, contractors, employers, and members of the public, with combined single limits of not less than \$5,000,000 per occurrence and \$5,000,000 as an annual aggregate, arising out of claims for bodily injury (including death) and property damage.

(b) Casualty insurance insuring the Health Sciences Building against loss or damage by fire, or other insurable hazards and contingencies, including fire and extended coverage, in the amount of full replacement value.

(c) The insurance required by (a) and (b) above shall be issued by a company or companies authorized to do business under the laws of the State of North Carolina rated not less than "A" by A.M. Best and Company. The Community College Board shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to undertaking any activity on the Leased Land. The certificates shall clearly indicate that the Community College Board has obtained insurance of the type, amount, and classification as required by this paragraph, that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County, and that the insurance companies have waived any rights of subordination against the Community College Board or the County. Compliance with the forgoing requirements shall not relieve the Community College Board from any liability or obligation under this Lease.

(d) Worker's Compensation Coverage as required by law

ARTICLE XVI HAZARDOUS MATERIALS

(a) The Community College Board shall not cause or permit any Hazardous Materials to be brought on, kept, used, discharged, leaked, or emitted in, or about at the Leased Land. If the Leased Land contain any Hazardous Materials brought onto the Leased Land by the Community College Board, an affiliate of the Community College Board, or their respective agents, employees, contractors, or invitees, the Community College Board shall remove such material at the Community College Board's cost and expense. Such removal work shall be performed in compliance with all applicable governmental laws, ordinances, rules, regulations, codes, and other governmental restrictions or requirements. The Community College Board shall promptly remedy any damage to the Leased Land

arising from the Community College Board's removal, disturbance, or release of any Hazardous Materials.

(b) **"Hazardous Materials"** means any hazardous, radioactive, or toxic substance, material, or waste, including without limitation, those substances, materials, and wastes (whether or not mixed, commingled, or otherwise combined with other substances, materials, or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state, or federal law, including without limitation any material, waste, or substance which is (i) a petroleum product, crude oil, or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

ARTICLE XVII CASUALTY DAMAGE

If the Health Sciences Building shall be damaged by fire or other casualty, the Community College Board shall give prompt written notice thereof to the County and as soon as reasonably possible after such loss or damage shall commence and diligently proceed to rebuild, restore, and repair the Health Sciences Building to substantially the same condition in which it was immediately prior to the happening of the casualty.

ARTICLE XVIII CONDEMNATION

(a) If during the Lease Term, all or part of the Leased Land shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a **"Taking"**) with the result that, the unaffected portion of the Leased Land is insufficient or otherwise unsuitable for use as a Health Sciences Building (a **"Total Taking"**), then this Lease shall terminate effective as of the date set forth in the notice of the Taking.

(b) If during the Lease Term, all or part of the Leased Land be subject to a Taking that does not constitute a Total Taking (a **"Partial Taking"**) then (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Leased Land, and (ii) this Lease shall continue in full force and effect with respect to the unaffected portion of the Leased Land.

(c) The proceeds of any Taking shall be apportioned as between the County and the Community College Board as follows: The County shall receive an amount equal to the fair market value of the Land subject to the Taking, but not the improvements thereon, and subject to forgoing, the Community College Board shall receive such amounts as are necessary to compensate the Community College Board for the loss of use of the Leased Land so Taken, including any improvements constructed or placed by the Community College Board on the Leased Land, and the loss or interruption of the Community College Board's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses. If after giving effect to the foregoing there remain any an apportioned proceeds, they will be equitably apportioned as between the County and the Community College Board.

**ARTICLE XIX
EVENTS OF DEFAULT**

Section 19.1 *Events of Default.* Each of the following is an “*Event of Default*” under this Lease and the term “*Default*” means, whenever it is used in this Lease, any one or more of the following events:

(a) The Community College Board’s or the County’s failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the defaulting party by the non-defaulting party, unless the non-defaulting party agrees in writing to an extension of such time, which shall in no event exceed sixty (60) days, before its expiration; but if the failure stated in such notice cannot be corrected within the applicable period, the non-defaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until such failure is corrected and, further, if by reason any event or occurrence constituting force majeure the defaulting party is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2), the defaulting party shall not be deemed in default during the continuance of such event or occurrence.

(b) The dissolution or liquidation of the Community College Board or the County or the voluntary initiation by the Community College Board or the County of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Community College Board or the County of any such proceeding which shall remain undismissed for 60 days, or the entry by the Community College Board or the County into an agreement of composition with creditors or the Community College Board’s or the County’s failure generally to pay its debts as they become due.

Section 19.2 *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the non-defaulting party may terminate this Lease and take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenants under this Lease, or to recover any and all damages caused by the default.

Section 19.3 *No Remedy Exclusive.* No remedy herein conferred on or reserved is intended to be exclusive, and every such remedy is cumulative and in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing on any default impairs any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. It is not necessary to give any notice in order to be entitled to exercise any remedy reserved in this Article XVI, other than such notice as may be required in this Article XII.

Section 19.4 *Waivers.* If any agreement contained herein is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder. A waiver of an event of default under this Lease shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

Section 19.5 *Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws.*

The Community College Board and County agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the Community College Board nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the Community College Board and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

**ARTICLE XX
PARK & RIDE FACILITY**

The Community College Board shall construct a "Park & Ride Facility" consisting of a parking lot containing eighteen (18) paved parking spaces with convenient access to U.S. Highway 15-501 and a shelter providing a covered and protected waiting area for the public in the location shown on Exhibit A. The Park & Ride Facility shall be operated, maintained, repaired, and, if necessary, replaced by the Community College Board. The Park & Ride Facility shall be constructed according to plans and specifications prepared by the Community College Board, which plans and specification and the cost of construction, shall be approved in writing by the County and Briar Chapel prior to the commencement of construction. Following completion of construction the Community College Board shall submit an invoice for the cost thereof to Briar Chapel, and Briar Chapel shall reimburse the Community College Board within sixty (60) days of receipt of invoice.

**ARTICLE XXI
CONDITION AT END OF LEASE TERM**

At the end of the Lease Term, by lapse of time or otherwise, the Community College Board shall deliver the Health Sciences Building to the County in the same condition as on the date the certificate of occupancy was issued, normal wear and tear excepted. The Community College Board shall deliver the building to the County broom clean and in good order and repair except for ordinary wear and tear.

**ARTICLE XXII
MISCELLANEOUS**

Section 22.1 Notices. All notices, certificates or other communications hereunder are sufficiently given if given by United States mail in certified form, postage prepaid, and will be deemed to have been received five Business Days (as defined in the Indenture) after deposit in the United States mail in certified form, postage prepaid, as follows:

(a) If intended for the County, addressed to the following address:

County of Chatham, North Carolina
Post Office Box 608
Pittsboro, North Carolina 27312
Attention: Finance Director

(b) If intended for the Community College Board, addressed to the following address:

Central Carolina Community College
1105 Kelly Drive
Sanford, NC 27330
Attention: Vice President of Administrative Services

Section 22.2 Binding Effect. This Lease is binding on and inures to the benefit of the Community College Board and the County, subject, however, to the limitations contained in Article XI.

Section 22.3 Net Lease. This Lease is a "net lease," and the Community College Board shall pay absolutely all expenses during the Lease Term, and all other payments required hereunder, or otherwise with respect to the Leased Land, and the County shall have no obligation to make any payments

to or for the Community College Board with respect to Leased Land, including, without limitation, any conditions or activities thereon.

Section 22.4 *Payments Due on Non-Business Days.* If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding day that is a Business Day with the same force and effect as if done on the normal date provided in this Lease.

Section 22.5 *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 22.6 *Execution in Counterparts.* This Lease may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 22.7 *Applicable Law.* This Lease is governed by and to be construed in accordance with the laws of the State of North Carolina. Any action on this Lease shall be instituted in the Superior Court of Chatham County, North Carolina.

Section 22.8 *Captions.* The captions or headings are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 22.9 *Amendments and Further Instruments.* The County and the Community College Board may, from time to time, execute and deliver such amendments to this Lease and such further instruments as may be required or desired for carrying out the expressed intention of this Lease.

Section 22.10 *Memorandum of Lease.* The County and the Community College Board shall file this Lease or a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes with the Chatham County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

COUNTY OF CHATHAM, NORTH CAROLINA


By: *Renee Paschal*
Renee Paschal
County Manager

Lindsay K. Ray
Lindsay K. Ray
Clerk to the Board of Commissioners



[Counterpart signature page to the Lease]

**BOARD OF TRUSTEES OF CENTRAL CAROLINA
COMMUNITY COLLEGE**

By: 
Julian Philpott
Chairman


T. Eston Marchant
Board Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF CHATHAM)

I, a Notary Public of the County and State aforesaid, certify that Lindsay K. Ray (the "Signatory") personally came before me this day and acknowledged that she is the Clerk of the Board of Commissioners for the County of Chatham, North Carolina and that authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of the Board of Commissioners of the County of Chatham, North Carolina and attested by her as Clerk to said Board of Commissioners.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

(I have personal knowledge of the identity of the Signatory); or

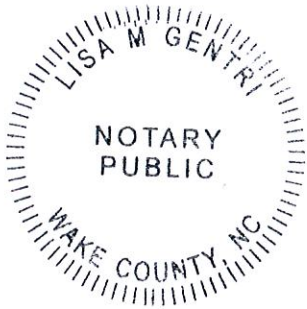
(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)

a driver's license or
 in the form of _____); or

(a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the 15 day of March, 2018.



Lisa M. Gentri
Notary Public

Print Name: Lisa M. Gentri
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 5-4-2018
[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

EXHIBIT A

DESCRIPTION OF THE LEASED LAND

Lying and being in Baldwin Township, Chatham County, North Carolina and more particularly described as follows:

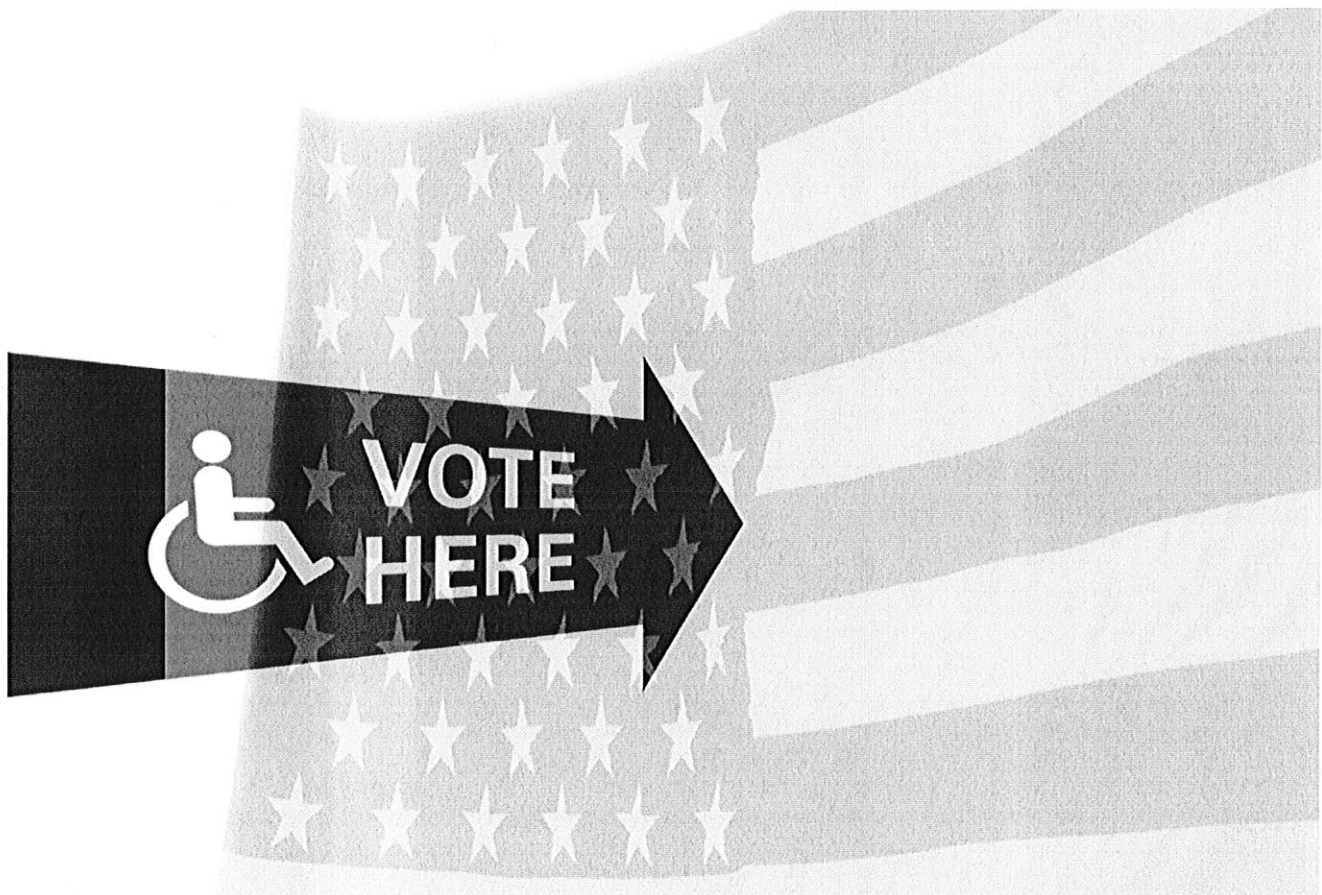
Being that portion of Parcel 6, "Final Subdivision, Recombination, Easement, and Private Right-of-Way Dedication Plat of SD-West – Parcels 6 and Commercial Common Area #2 for NNP-Briar Chapel, LLC," by McKim & Creed and recorded in PS 2017-411, Chatham County Registry, shown as the "Health Science Building" and the shaded areas for driveways, parking, and walkways on the attached Site Plan.

U.S. Department of Justice
Civil Rights Division
Disability Rights Section



Americans with Disabilities Act

ADA CHECKLIST FOR POLLING PLACES



June 2016

Part 1 discusses polling place accessibility with a focus on the areas of a facility that may be used as a polling place on Election Day.

Part 2 includes a list of the tools election officials will need in order to use the Checklist, some helpful tips on taking measurements and photographs, and a useful list of the most common tools for temporary remedies and the circumstances in which they may be used.

Part 3 is the 2016 Checklist.

Disclaimer

The ADA authorizes the Department of Justice to provide technical assistance to individuals and entities that have rights or responsibilities under the Act. This document provides informal guidance to assist you in understanding the ADA and the Department's regulation. However, this technical assistance does not constitute a legal interpretation of the statute. It is intended to be used as a guide for assessing the accessibility of the portions of facilities to be selected for use as polling places on Election Day.

Reproduction of this document is encouraged. Additional copies of this publication may be obtained, viewed or downloaded from the technical assistance section of the ADA Website (www.ada.gov) or by calling the ADA Information Line at 800-514-0301 (voice), 800-514-0383 (TTY).

TABLE OF CONTENTS

Polling Place Accessibility is Required by the Americans with Disabilities Act	1
Requirements for Accessibility	2
Evaluating the Physical Accessibility of Polling Places	2
Getting Started	3
Parking	3
Passenger Drop-off Locations	5
Accessible Routes	5
Ramps	7
Protruding Objects	8
Building Entrance	9
Lifts and Elevators	11
Voting Area	11
Tools for Surveys	12
Tools and Documentation	12
Completing Measurements and Recording Information	12
Taking Photographs	14
Temporary Remedies	14
Polling Place Accessibility Checklist	16

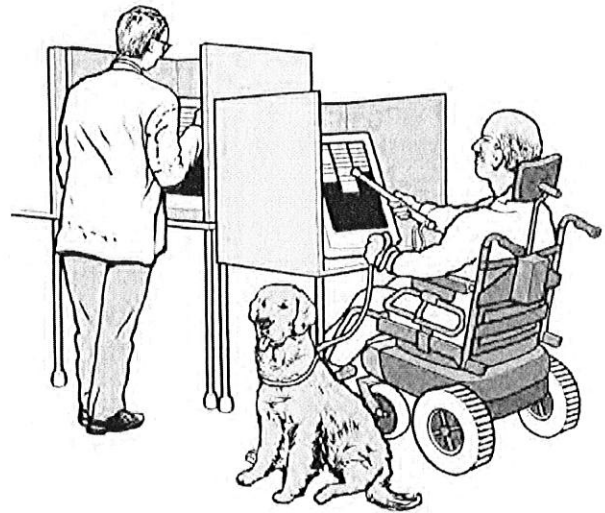
POLLING PLACE ACCESSIBILITY IS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) is a federal civil rights law that provides protections to people with disabilities to ensure that they are treated equally in all aspects of life. Title II of the ADA requires state and local governments ("public entities") to ensure that people with disabilities have a full and equal opportunity to vote. The ADA's provisions apply to all aspects of voting, including polling places (or vote centers). Voting at one's polling place allows voters the chance to interact with neighbors and candidates who talk with voters outside the polling place, and to ask questions of or receive assistance from trained poll workers inside the polling place. Simply put, voting in person at a local polling place is the quintessential American voting experience.

In communities large and small, people cast their ballots in a variety of facilities that temporarily serve as polling places, such as libraries, schools, and fire stations, or churches, stores, and other private buildings. Voters include people with a variety of disabilities, such as those who use wheelchairs, scooters, or other devices, those who have difficulty walking or using stairs, or those who are blind or have vision loss. They are people, young and old, who have come to their polling place to exercise their right to vote. Many public entities report that their polling places are accessible. However, the Government Accountability Office estimates that only 27% of polling places were accessible to people with disabilities in the 2008 elections.¹ This means that 73% of the polling places used in 2008 had architectural barriers that made it difficult or even impossible for people with disabilities to enter their polling place and vote side by side with their neighbors.

People with disabilities must have the opportunity to be full participants in an integrated civic event. The ADA requires that public entities ensure that people with disabilities can access and use all of their voting facilities. Because

a mix of public and private facilities are used as polling places, public entities may ensure Election Day accessibility of a polling place by using low-cost temporary measures, such as portable ramps or door stops, rather than necessarily making permanent modifications to a facility. If temporary measures will not fix a barrier, and public entities are unable to make a permanent modification to fix the barrier, then the public entity must look for an alternative, accessible polling place. In some circumstances, when a public entity is unable to identify or create an accessible polling place for a particular voting precinct or ward, election administrators may instead use an alternative method of voting at the polling place.² Public entities are encouraged to make permanent modifications to their facilities used as polling places, such as



A voter with a disability casting his ballot

schools, community centers, and town halls. The use of temporary measures to provide access to polling places on Election Day does not change a public entity's obligations under the ADA to ensure that its programs and services are accessible to people with disabilities, nor does it mean that a temporary remedy would be appropriate in a public facility on an every-day basis.

REQUIREMENTS FOR ACCESSIBILITY

The ADA's regulations and the ADA Standards for Accessible Design set out what makes a facility accessible and should be used to determine the accessibility of any facility being considered for use as a polling place. This publication, the ADA Checklist for Polling Places (2016 Checklist), provides guidance to election officials for determining whether a polling place already has the basic accessibility features needed by most voters with disabilities or can be made accessible on Election Day using temporary solutions to remove barriers. The updated Checklist includes provisions from the 2010 ADA Standards for Accessible Design ("2010 Standards").³ Any alterations made to a polling place must comply with the 2010 Standards.

Other Justice Department Publications

In addition to the 2016 Checklist, election officials should consult the Department's 7-page publication on the rights of voters with disabilities, *The Americans with Disabilities Act and Other Federal Laws Protecting the Rights of Voters with Disabilities*.

Another Justice Department publication, *Solutions for Five Common ADA Access Problems at Polling Places*, illustrates suggested temporary solutions for several common accessibility problems found at polling places.

This 2016 Checklist and other Justice Department publications, as well as the title II regulation and the 2010 Standards are available at www.ada.gov.

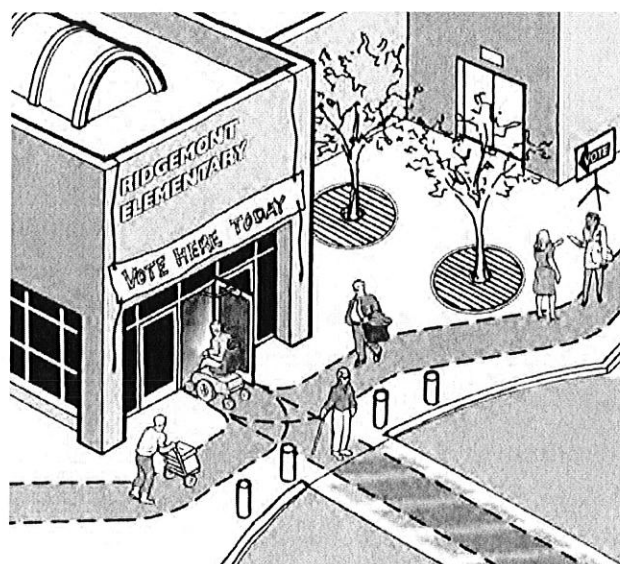
¹U.S. Government Accountability Office Report: Voters with Disabilities; Additional Monitoring of Polling Places Could Further Improve Accessibility; September 2009.

²See U.S. Department of Justice Technical Assistance: "The Americans with Disabilities Act and Other Federal Laws Protecting the Rights of Voters with Disabilities," (September 2014), available at www.ada.gov.

³The requirements that new construction and alterations comply with the 2010 Standards went into effect on March 15, 2012. Facilities that were built or altered before that date, and that complied with the 1991 Standards, need not be modified

Part 1: Evaluating the Physical Accessibility of Polling Places

The 2016 Checklist, found in Part 3 of this document, is designed to assist officials in determining whether a facility being considered for use as a polling place is accessible to people with mobility or vision disabilities, and, if not, whether modifications can be made to ensure accessibility or relocation to another accessible facility will be necessary. The 2016 Checklist should be used to evaluate both new and existing polling places. Completing the 2016 Checklist will provide guidance on whether a facility is accessible for voters with disabilities, and how to identify and remedy any barriers that exist.



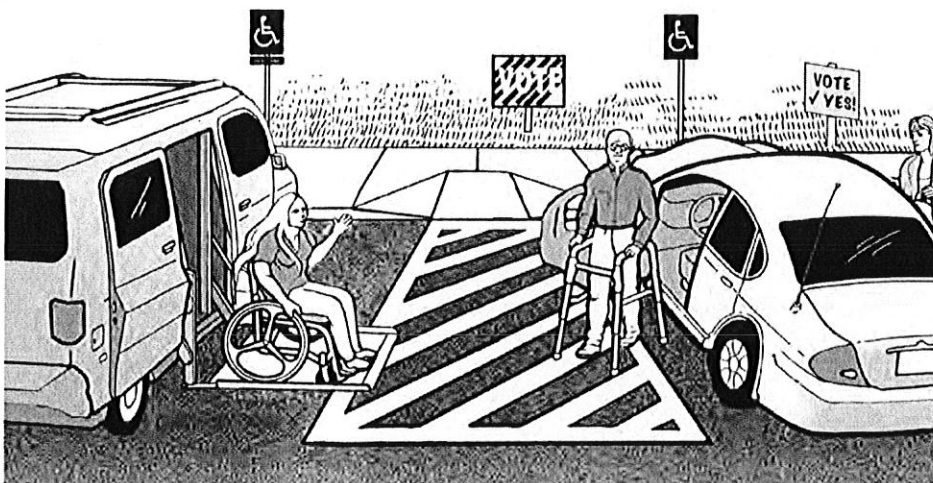
Accessible polling place

to comply with the 2010 Standards as to those provisions included in the 1991 Standards. See 28 C.F.R. §35.151(b)(2)(i). This is referred to as a safe harbor. The 1991 Standards and the 2010 Standards, as applied to polling places, are very similar, however, with the exception of the requirements for accessible parking. For example, the 1991 Standards required only one van-accessible space for every eight accessible spaces, see 28 C.F.R. pt. 36, Appendix D, §4.1.2(5)(b), while the 2010 Standards require one van-accessible space for every six accessible spaces, see 2010 Standards §208.2.4.

Getting Started

Individuals using the 2016 Checklist need not be experienced in evaluating facilities for accessibility. It is designed to be used to evaluate key areas that must be accessible. By following these directions, staff can identify accessible polling places and consider how to implement temporary and permanent accessibility remedies to those facilities found to be inaccessible. References are also provided to the 2010 Standards for more information about particular requirements. We encourage election officials to provide training to their staff on compliance with the ADA.

An evaluation of polling place accessibility focuses on those areas of a facility that may be used as a polling place on Election Day. Think about how people generally arrive at, enter, and move through the polling place. Do people drive and park? Are people dropped off at the entrance? Do they arrive on foot or do they take public transportation? This document addresses the following key areas or features that must be accessible: the parking area and passenger drop-off sites; routes (both exterior and interior); the entrance to the polling place; and the voting area itself.



A van accessible parking space and a car parking space share an access aisle

Arriving at the Polling Place

Parking

If parking is provided for voters, accessible parking must be provided for people with disabilities. An accessible space is composed of three elements: the parking space, an access aisle adjacent to the space that is wide enough to allow voters with a mobility disability to get out of their car or van, and signage designating it as an accessible space. The 2010 Standards require one accessible parking space per 25 parking spaces provided (up to the first 100 spaces). One of six (or fraction of six) accessible parking spaces, but always at least one, must be van accessible. Generally, the access aisle must be at least 60 inches wide for cars and 96 inches wide for vans. Van accessible spaces can also have an access aisle at least 60 inches wide if the width of the van parking space is at least 132 inches. A sign, with the International Symbol of Accessibility, must mark each accessible parking space. Van accessible spaces must be designated as such on the sign at these spaces. Accessible parking spaces and the access aisles serving them must be on a surface that is stable, firm, and slip resistant (e.g., clear of gravel or mud) without wide cracks or broken pavement and located on the closest accessible route to the accessible entrance. The accessible parking spaces and access aisles must also be level

to allow a safe transfer from the car to a person's wheelchair. (See Part 2 of this document for tips on measuring slopes and cross slopes.)

Parking requirements are in Section A of the 2016 Checklist found in Part 3 of this document.

**Solutions for Accessibility:
Problems Involving the Parking Area**

Problem One: Parking is available, but no accessible parking is provided or there are not enough accessible parking or van accessible spaces.

Solution: Find a relatively level parking area near the accessible entrance and then designate the area for accessible parking spaces and adjacent access aisles. Use three parking spaces to make two accessible parking spaces with an access aisle. Traffic cones or other temporary elements may be used to mark these spaces and access aisles. Provide a temporary sign designating each accessible parking space and make sure the access aisle of each space is connected to the accessible route to the accessible entrance.

Problem Two: Accessible parking is provided, but it does not have a marked access aisle next to each designated accessible parking space.

Solution: Use traffic cones to mark and block off the access aisle and curb ramp area. The first accessible parking space provided should be a van accessible parking space with an access aisle that is at least 96 inches wide.

Problem Three: Accessible parking spaces or access aisles are on a sloped surface and do not provide a level area for a safe transition from the voter's car to a wheelchair.

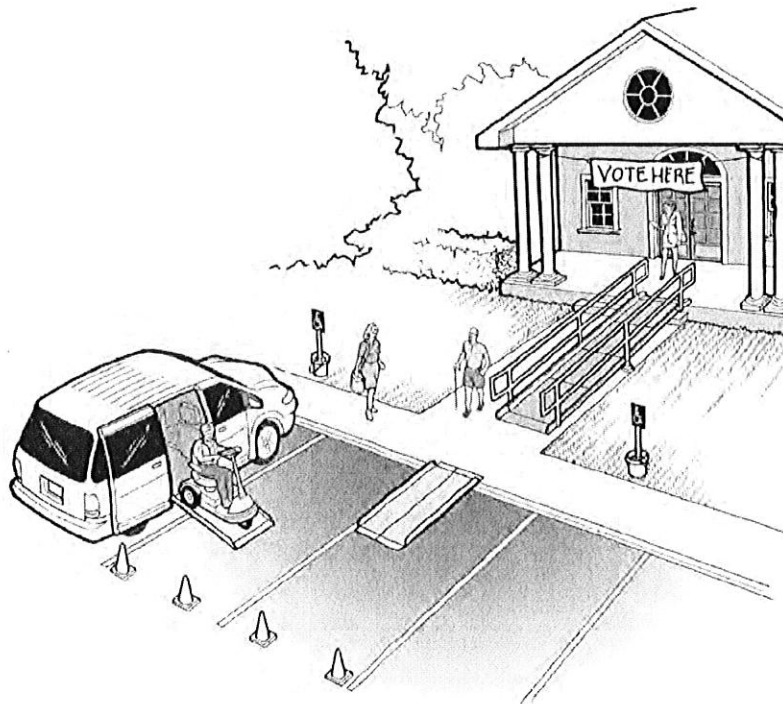
Solution: Find a parking area that is close to the accessible entrance and is level. Provide accessible parking spaces and access aisles in that area by marking them off with traffic cones. Make sure the accessible parking spaces connect to an accessible route to the entrance. Provide a sign designating each accessible

parking space. When the parking area generally is not level, you may need to look beyond the parking area, to driveways and streets, for example, to provide accessible parking in a level area temporarily on Election Day.

Problem Four: No sign with the International Symbol of Accessibility is installed at each accessible parking space.

Solution: Provide a temporary sign in front of each accessible parking space, including a "van accessible" sign for the van parking space.

Problem Five: A large number of accessible parking spaces are provided, including van accessible spaces, at a school near the main building entrance. The voting area and entrance to the voting area, however, are at the rear of the school and there are no designated accessible parking spaces in this area.



Three standard parking spaces are converted into a van accessible parking space with an access aisle. Cones mark and block off the access aisle and a temporary curb ramp with edge protection connects to an accessible route to the polling place.

Solution: Find a relatively level parking area near the accessible entrance to the voting area and then designate the area for accessible parking spaces and adjacent access aisles. Traffic cones or other temporary elements may be used to mark the spaces and access aisles. Provide a temporary sign for each accessible parking space and make sure the access aisle of each space is connected to the accessible route to the accessible entrance.

Passenger Drop-off Locations

Some voters with disabilities will be driven to the polling place and dropped off in a passenger drop-off area near the entrance. If the polling place is served by passenger drop-off areas, then at least one drop-off area must be accessible. An accessible drop-off area, also known as an accessible passenger loading zone, must have a level access aisle next to the vehicle space. If a curb separates the access aisle from an accessible route, a curb ramp must be provided so that people with disabilities can get to the accessible route leading to the accessible entrance.

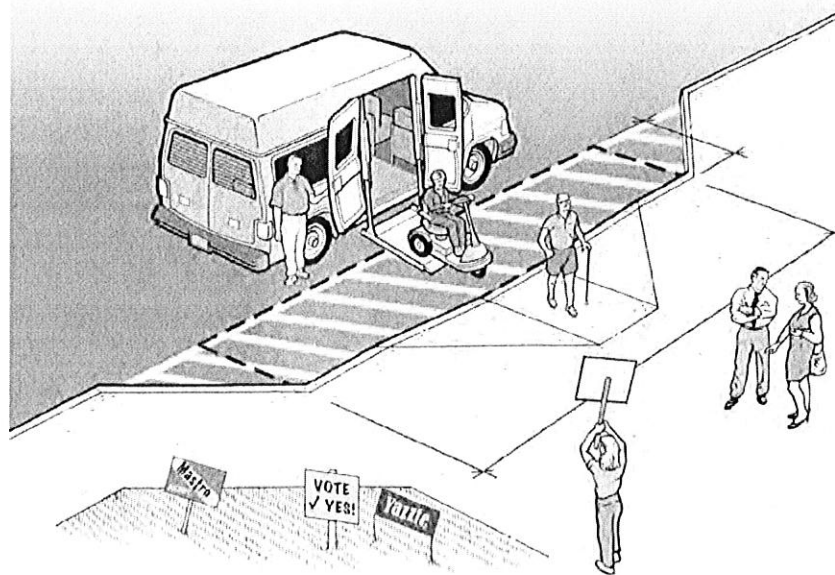
Passenger drop-off area requirements are in Section B of the 2016 Checklist found in Part 3 of this document.

Accessible Routes (Exterior and Interior)

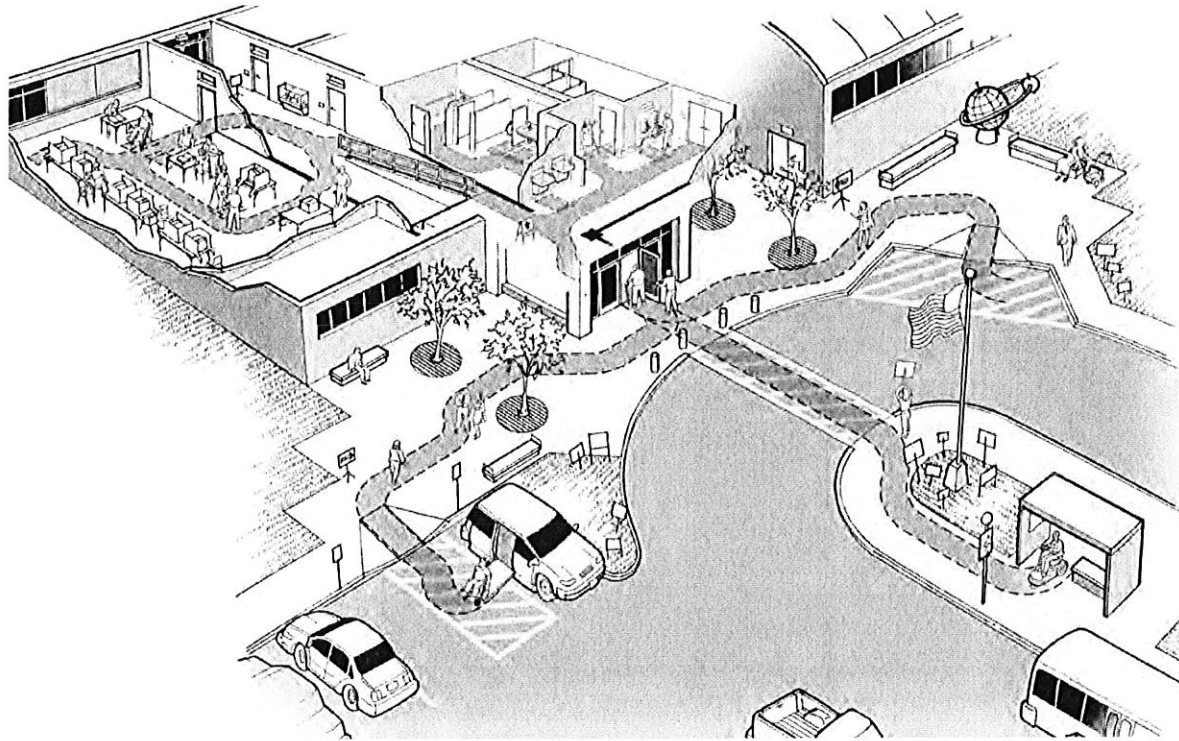
Once a voter with a disability arrives at the polling site, there must be an accessible route from the accessible parking, passenger drop-off sites, sidewalks and walkways, and public transportation stops to get to the entrance of the voting facility. The accessible route must be at least 36 inches wide. It may narrow briefly to 32 inches wide, but only for a distance of up to 24 inches. (See Part 2 of this document for tips on taking measurements.) Whenever possible, the accessible route must be the same as or near the general circulation path (i.e., the path for general pedestrian use).

Inside the polling place, there must be an accessible route from the entrance through hallways, corridors, and interior rooms leading to the voting area. The route must be free of abrupt changes in level, steps, high thresholds, or steeply sloped walkways. The accessible route is essential for people who have difficulty walking or who use wheelchairs or other mobility devices to get into the polling place and to the voting area. Where an accessible route is different from the general circulation path, signs will be needed to direct voters with disabilities to the accessible route and to the voting area.

Route requirements are in Sections C and E of the 2016 Checklist found in Part 3 of this document.



Accessible passenger drop-off and loading area



Accessible routes to and within the polling place

**Solutions for Accessibility:
Problems Involving the Accessible Route**

Problem One: The sidewalk connecting parking to the polling place entrance is too steep to be accessible.

Solution: Check to see if there is another sidewalk that provides an accessible route to the accessible entrance. Sometimes there is a less direct route that can serve as the accessible route. If no accessible route can be found from the current designated accessible parking, relocate the accessible parking using traffic cones and signs to an area where there is an accessible route to the entrance.

Problem Two: The accessible route crosses a curb and no curb ramp is provided.

Solution: Install a portable ramp.

Problem Three: One or two steps are part of the route leading to the accessible entrance.

Solution: Install a portable ramp.

Problem Four: The interior hallway leading to the voting area contains a set of stairs that cannot be ramped.

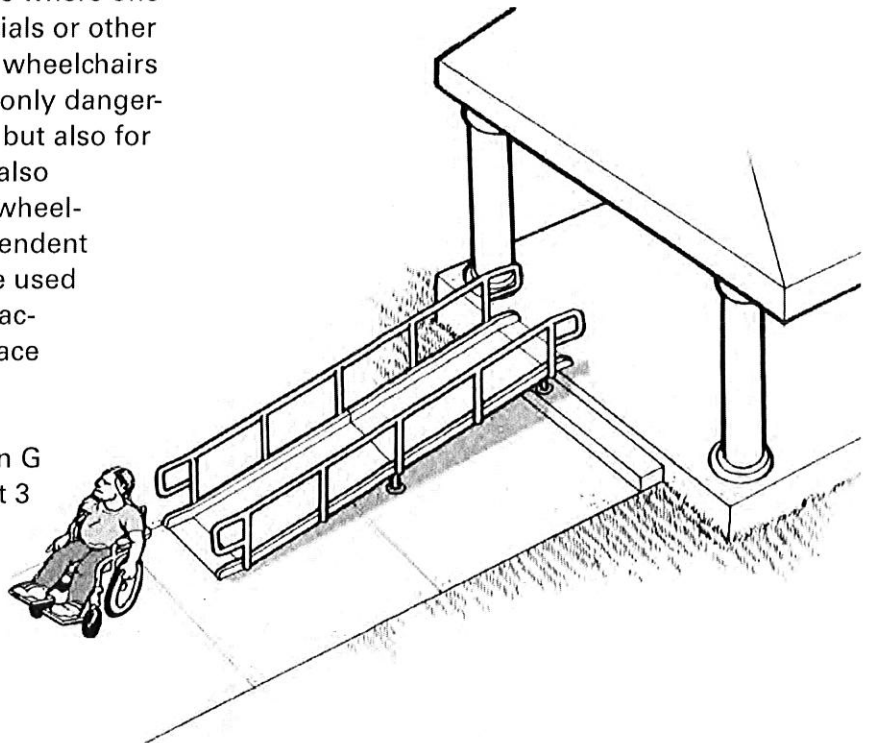
Solution: If the accessible route cannot be relocated, look for another area where voting may be provided. For example, if the stage in a school auditorium used for voting is up several steps, perhaps the hallway or lobby area may be accessible and used for voting instead of the stage. Or, if a church basement located down a flight of stairs is used as the voting area, perhaps one of the ground floor rooms could be used as the voting area. If it is impossible to relocate the voting area for all voters, find a location for an accessible voting station that offers the same privacy as the other voting area.

Ramps

If any part of the accessible route - exterior or interior - has a slope greater than 1:20, it is considered a ramp and must meet the requirements for ramps. (See Part 2 of this document for tips on measuring running slopes and cross slopes.) If any part of the accessible route contains steps, it must be ramped. Even one short step at an entrance or in a hallway can prevent access by a person using a wheelchair, walker, or cane and can make entry difficult for many people who have other mobility disabilities. Interior and exterior ramps must not be too steep and must have a level landing at the bottom and top, and where the ramp changes direction. They must meet the ADA's requirements regarding slope, width, landings, handrails, and edge protection. Ramps with a rise greater than six inches must have handrails and if there are vertical drop offs on the sides, there must be edge protection.

In the past, at some polling places where one or more steps were present, officials or other voters have carried people using wheelchairs up the steps. This practice is not only dangerous for the person being carried, but also for those lifting the wheelchair. It is also degrading to the person using a wheelchair and does not provide independent access. Carrying should never be used as an alternative to providing an accessible way to enter a polling place (or other facility).

Ramp requirements are in Section G of the 2016 Checklist found in Part 3 of this document.



A portable ramp with edge protection and handrails is placed over stairs to provide an accessible route on Election Day.

Solutions for Accessibility: Problems Involving Ramps

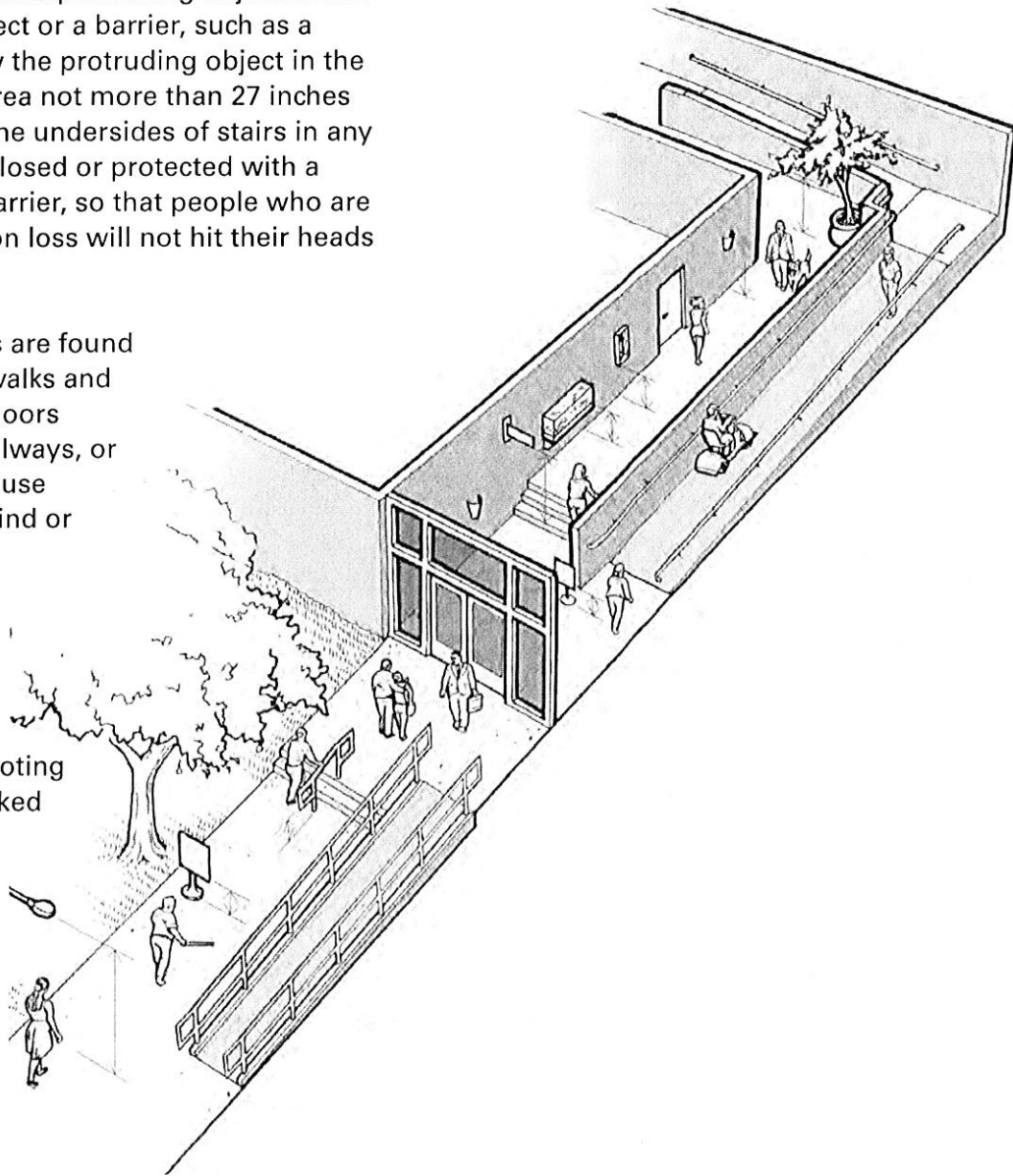
Problem One: There is a six inch high step on the accessible route that has a ramp that is only three feet long, making the ramp too steep and, therefore, inaccessible.

Solution: Alter the route to avoid the steep ramp or place a temporary ramp that is at least six feet long over the short ramp.

Protruding Objects

When people who are blind or who have vision loss use a cane to detect hazards, only objects located at 27 inches above the floor or ground or lower are detectable. If an object is higher than 27 inches and wall-mounted, it must not protrude more than four inches into the path of travel. Similarly, post-mounted objects higher than 27 inches must not protrude more than 12 inches into the path of travel. There must be at least 80 inches clear height above the pedestrian route. To make a protruding object detectable: place an object or a barrier, such as a traffic cone, below the protruding object in the cane-detectable area not more than 27 inches above the floor. The undersides of stairs in any route must be enclosed or protected with a cane-detectable barrier, so that people who are blind or have vision loss will not hit their heads on the underside.

Protruding objects are found outdoors on sidewalks and walkways, and indoors in lobby areas, hallways, or voting areas. Because people who are blind or have vision loss may walk on any circulation path, not just the accessible routes, all routes serving or leading to the voting area must be checked for protruding objects.



Examples of outdoor protruding objects include post or wall-mounted signs and low-hanging tree limbs. Examples of indoor protruding objects include fire extinguishers and wall-mounted display cases, wall sconces, open staircases, exit signs, overhead signs, banners, and some arched doorways.

Protruding object requirements are in Sections C, E, and F of the 2016 Checklist found in Part 3 of this document.

Signs or other objects in the pedestrian route can be a hazard if the bottom is more than 27 inches but less than 80 inches above the route. Objects that overhang the pedestrian route must be at least 80 inches above the route.

Solutions for Accessibility: Problems Involving Protruding Objects

Problem One: Objects, such as branches and ceiling-mounted televisions, over a route are lower than 80 inches above the ground or floor.

Solution: Prune the branches or remove the items that are hanging below 80 inches. Another approach is to install a detectable barrier under the item that is too low. The detectable barrier or object must be no higher than 27 inches above the route.

Problem Two: A wall-mounted display case protrudes seven inches from the wall and the bottom of the case is 40 inches above the floor.

Solution: Place a detectable object or skirting below the case. The bottom of the skirting or detectable object must be no higher than 27 inches above the floor.

Problem Three: The bottom of a set of stairs is open and voters who are blind or have vision loss can hit their head on the underside of the stairs.

Solution: Provide a detectable fence or other object so voters cannot walk under the stairs.

Building Entrance

A polling place must have at least one accessible entrance. At least one door at the accessible entrance must have a minimum clear width of 32 inches for a voter who uses a wheelchair or other mobility device to pass through the doorway. (See Part 2 of this document for tips on taking measurements.) Door hardware must be useable with one hand without tight grasping, pinching, or twisting of the wrist, so that it is operable by someone with limited mobility in their hands. Doors may not have high thresholds that impede voters who use wheelchairs or other mobility devices in crossing the threshold. Inaccessible entrances must have signs directing voters to the accessible entrance. The accessible entrance must remain



When the underside of a set of stairs is open, it is a hazard to people who are blind or have low vision. Enclosing the area below the stair or installing a cane-detectable barrier helps the person to stop before hitting her head.

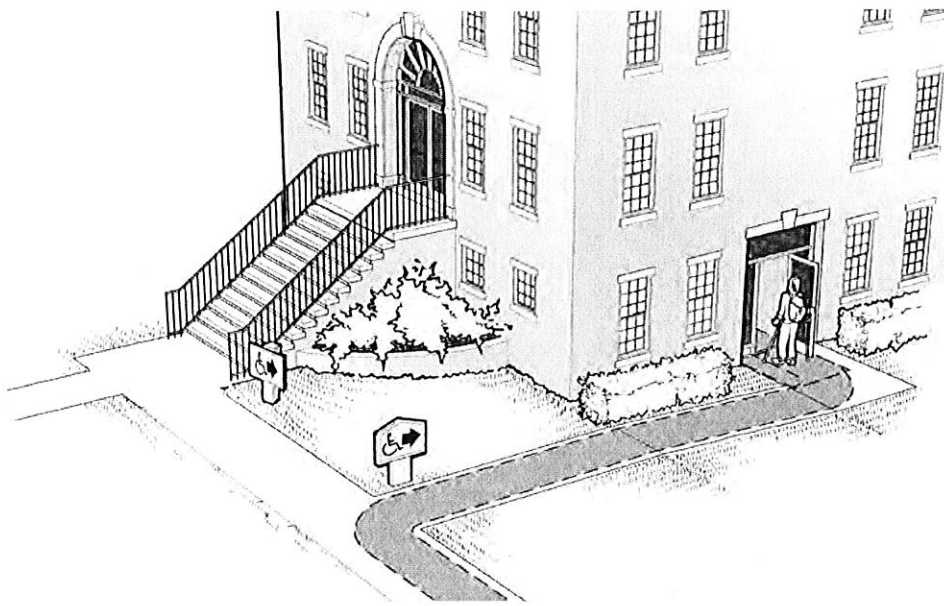
unlocked at all times the polling place is open.

Building entrance requirements are in Section D of the 2016 Checklist found in Part 3 of this document.

Solutions for Accessibility: Problems Involving the Building Entrance

Problem One: One or two steps at the entrance prevent access.

Solution: If another entrance is accessible and on an accessible route from parking, passenger drop-off sites, or public transportation stops, designate it as the accessible entrance. If the main entrance is not accessible, install a directional sign at the main entrance directing voters with disabilities to the accessible entrance. Keep the accessible entrance unlocked during all voting hours. If another accessible entrance is not available, install a temporary ramp at the main entrance.



Accessible entrance to polling place with signs directing voters to the accessible entrance

Problem Two: The entrance door threshold is one inch high.

Solution: Short ramps or wedges may be used on both sides of the threshold to allow a voter in a wheelchair to pass over the threshold.

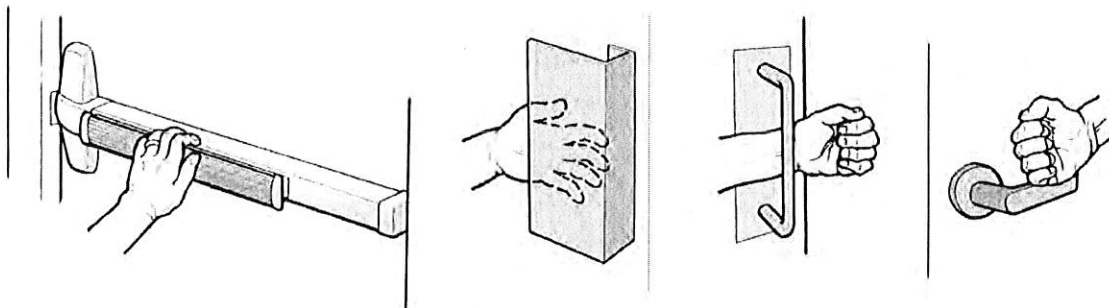
Problem Three: The entrance doors are narrow double leaf doors that are normally opened by an automatic door opener but it is not working on Election Day.

Solution: Keep both doors propped open, station volunteers near the doors to open them for voters while the polling place is open, or provide a temporary doorbell to notify officials

that the door needs to be opened in a timely manner.

Problem Four: The entrance door has a door knob and/or latch that requires tight pinching and twisting and is not accessible.

Solution: There are four typical solutions: add an accessible pull or handle and leave the door unlatched; install fully accessible door hardware; leave the door propped open; or provide a temporary doorbell to notify officials that the door needs to be opened in a timely manner.



Examples of accessible door hardware

Lifts and Elevators

If the voting area is not on the same level as the entrance, there must be an independently operable elevator or lift to provide an accessible route to individuals with disabilities. The door into the elevator or lift and the space within must be wide enough to accommodate wheelchairs and other mobility devices. All controls should be operable without tight grasping, pinching, or twisting and should be no higher than 48 inches. Chair or seated lifts found on staircases do not comply with the 2010 Standards as they are not suited for many voters with disabilities, including people who use wheelchairs.

Lift and elevator requirements are in Section H and I of the 2016 Checklist found in Part 3 of this document.

Solutions for Accessibility: Problems Involving Lifts and Elevators

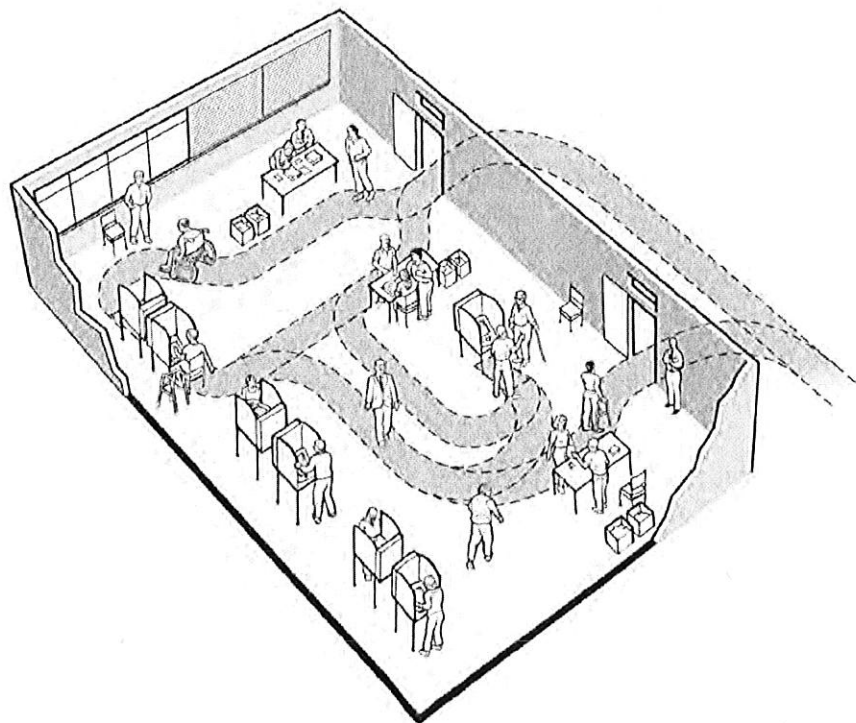
Problem One: The elevator or lift to the voting area requires a key to be inserted before the elevator or lift is operational.

Solution: Relocate the voting area to avoid use of the elevator or lift. Otherwise, leave the key in the elevator or lift for the entire time the polling place is open, or station a volunteer, who has been trained in its operation, to operate the elevator or lift while the polling place is open.

Voting Area

The accessible voting area must have an accessible entrance and adequate circulation and maneuvering space for voters who use wheelchairs or scooters, or who walk with mobility devices, to get in to the voting area, sign in at the check-in table, and go to the voting stations or machines. Within the voting area there must be enough clearance for an individual with a disability to access and use all the voting equipment. Voting machines should be positioned so that the highest operable part is no higher than 48 inches. If voters are expected to vote at counters or tables, there should be a writing surface that provides knee and toe clearance so that a voter who uses a wheelchair may sit at and use the counter or table.

Voting area requirements are in Section F of the 2016 Checklist found in Part 3 of this document.



An accessible route connects the building entrance with the voting area, including voter check-in and voting stations.

Solutions for Accessibility: Problems Involving the Voting Area

Problem One: The voting area is in a small room and the accessible voting machine is only two feet from the check-in table.

Solution: Relocate the voting area to a larger space such as a hallway or lobby or change the layout of the voting area by moving the check-in table outside the room to provide appropriate space for voters with disabilities to use the accessible voting machine.

Part 2: Tools for Surveys

The tools necessary to conduct surveys using the 2016 Checklist are inexpensive and many, if not all, can be purchased at local hardware and home improvement stores.

Tools and Documentation

The following tools are needed for the 2016 Checklist:

- a metal tape measure at least 20 feet long
- a digital level or a bubble level that is at least 24 inches long
- a door pressure gauge
- a digital camera with a flash
- a copy of the 2016 Checklist for each location to be surveyed
- a clipboard and pens or pencils

Completing Measurements and Recording Information

One person can complete a survey of a polling place but it is often quicker and easier for two people to work together. One can be responsible for taking the measurements and the other for recording the information and taking any photographs.

Taking Measurements

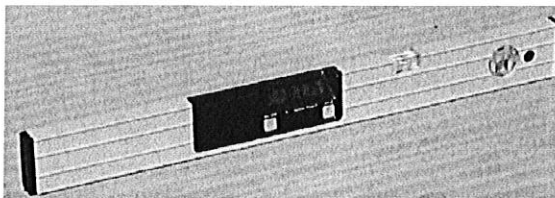
Sloped Surfaces

Measuring the slope of a ramp, parking space, pedestrian route, or other ground or floor surface is important to identify whether the surface is accessible. Two slope measurements perpendicular to one another should be taken at each location. One is the running slope that runs parallel to the direction of travel and the other is the cross slope, which runs perpendicular to the running slope.

The amount of slope or grade is described as the proportion of a vertical rise to a horizontal length. It is usually described as:

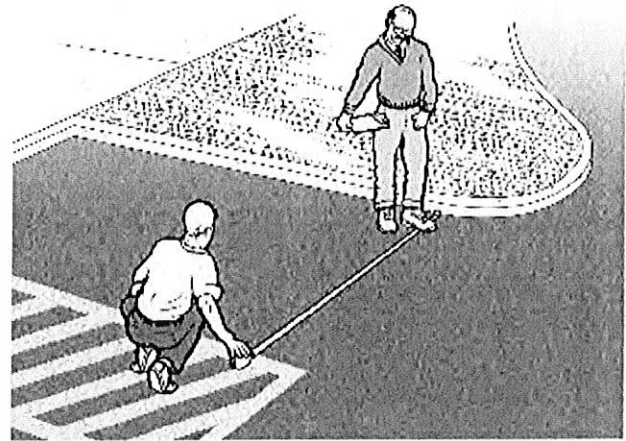
- a ratio (e.g., 1:20, means one unit of vertical rise for each 20 units of horizontal length); or
- a percentage (e.g., 8.33% which equates to a ratio of 1:12 or 4.76 degrees).

The easiest way to measure slope is to use a digital level. The digital display gives a reading that may be shown as a ratio, percent, or degree. Calibrate the digital level before each use.

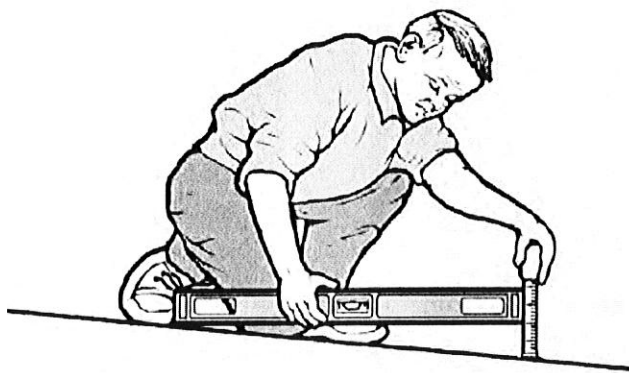


A digital level that can be used with measurements in degrees, percentages, or ratios

Another way to measure slope is to use a 24 inch level with leveling bubbles and a tape measure. Place the level on the sloped surface in the direction you wish to measure. Rest one end of the level at the highest point of the sloped surface and lift the other end (see image) until the bubble is in the middle of the tube. This is the "level" position. While the level is in this position, measure the distance between the bottom end of the level and the sloped surface below. If the distance is two inches or less, then the slope is 1:12 or less. When the distance is more than two inches, record the distance on the checklist so the exact slope can be calculated later. For measuring cross slope, if the distance measured from the level position is $\frac{1}{2}$ inch or less then the slope is 1:48 or less.



Using a tape measure to measure the width of a parking space



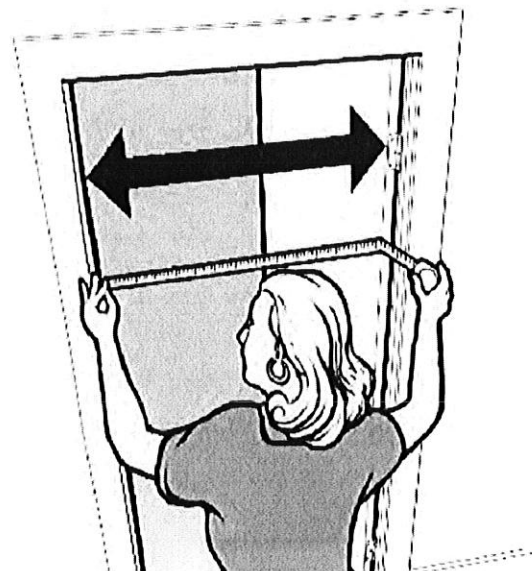
Measuring slope using a 24 inch bubble level and tape measure

Using the Tape Measure

A tape measure is used to measure the length, width, height, and depth of various elements including parking spaces and access aisles, routes, thresholds, doorways, and protruding objects.

Measuring Door Openings

Special care is needed when measuring the clear opening of a doorway. To measure the clear opening of a standard hinged door, open the door to 90 degrees. Measure the clear door opening from the edge of the doorstop to the edge of the door (not to the door jamb). This measures the clear width of the door opening through which people pass, which is less than the width of the door itself. Door handles and push bars should not be included in the measurements of door opening widths.



Measuring the clear door opening

Taking Photographs

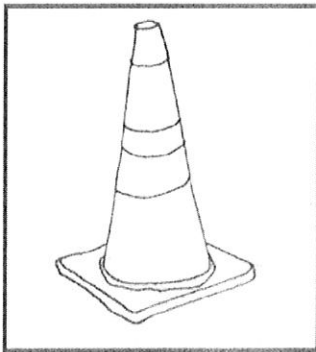
It is always useful to first take a photo that will clearly identify the site, then the elements surveyed. A comprehensive set of photographs makes it easier to understand existing conditions after the survey is completed. It is a good idea to take several photos of the exterior and interior of the polling place. We recommend taking photographs of measurements and non-compliant elements such as steps. It is likely that others may review information about the facility you are surveying.

Temporary Remedies

Many accessibility barriers at polling places can be removed with temporary remedies. Although not designed to be permanent solutions, the following tools can be used to provide remedies on Election Day to improve accessibility. These tools can often be found in local hardware and home improvement stores or online at minimal cost.

Temporary Remedies

Traffic Cones



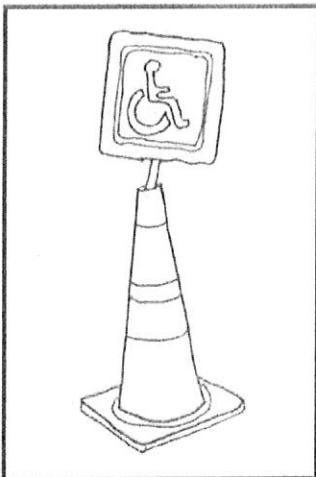
Traffic cones can be used to mark parking spaces, access aisles and passenger loading zones, to hold parking signs, and to warn of protruding objects.

Van Parking Sign



Van accessible parking signs should be used to designate van accessible parking locations.

Parking Signs



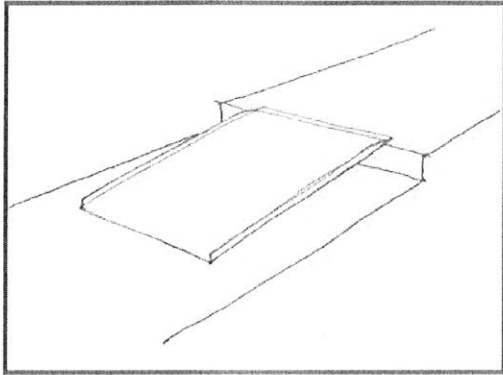
Accessible parking signs should be used to designate accessible parking locations.

Directional Signs



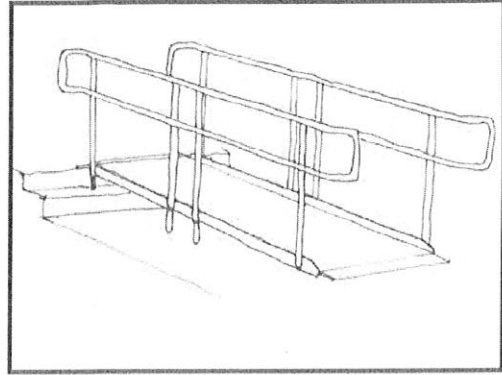
Directional signage should be used to show direction to the accessible route, accessible entrance, and voting area.

**Portable ramp -
step six inches or less**



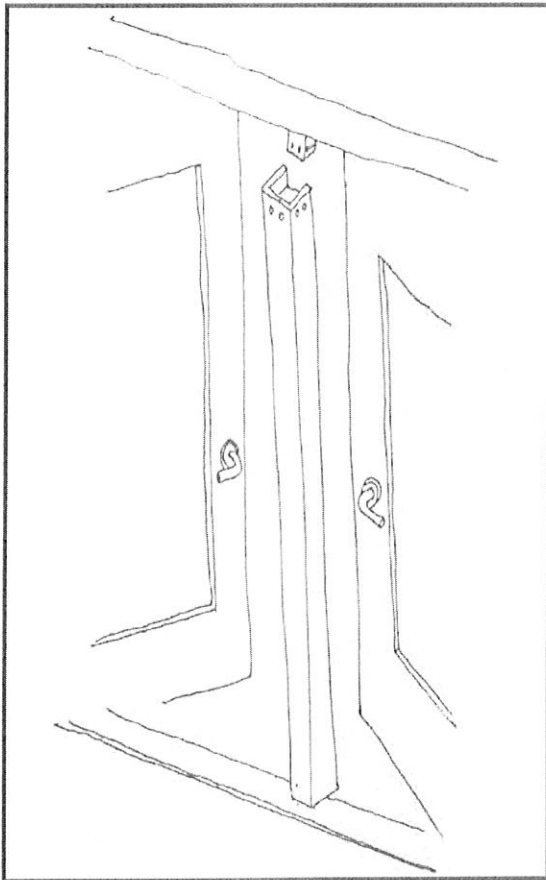
Portable ramps without handrails can only be used for heights six inches or less and can provide access at a curb or low step. Portable ramps also can be placed flat to cover holes or gaps in a sidewalk.

**Portable ramp -
greater than six inch step**



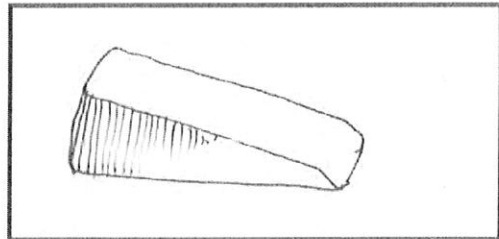
Portable ramps with handrails must be used for heights greater than six inches to provide access over steps. For ramps greater than six inches high, temporary edge protection such as a pipe or piece of wood can be attached with ties or twine to the edges of the ramp. Edge protection must run the entire length of the ramp.

**Remove post (increase clear width
at double leaf doors)**



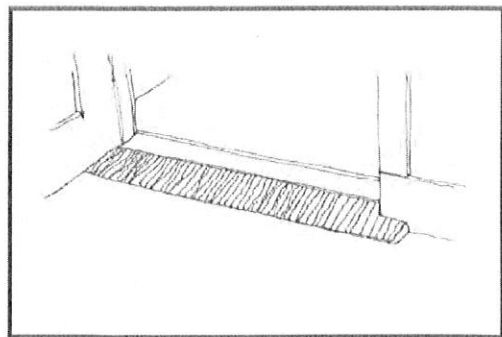
Remove center post between doors if the post is bolted to the door frame to provide a 32 inch clear opening or to allow double doors to be propped open.

Door stop



Door stops can be used to prop open a door if the door handle is inaccessible, or if there is an inadequate maneuvering clearance for a person using a wheelchair or other mobility device to open the door.

Wedges



Wedges can provide access at thresholds and slight changes in level.

Part 3 : Polling Place Accessibility Checklist

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

This checklist is designed to provide guidance for determining whether a polling place has basic accessibility features needed by voters with disabilities.

For each question below there are citations to the 2010 ADA Standards for Accessible Design (2010 Standards). Please review the 2010 Standards for all requirements.

There are some differences between the 1991 ADA Standards for Accessible Design (1991 Standards) and the 2010 Standards. Elements and spaces in a building constructed or altered before March 15, 2012, that complied with the 1991 Standards may remain in compliance with the 2010 Standards. See 28 C.F.R. §35.150(b)(2) for more information.

In completing the checklist, provide a measurement for every question with a "no" answer. Where a question asks about more than one element, provide a note in the comments explaining any noncompliant elements.

Status of Polling Place

___ All Elements Compliant

___ Non-Compliant Elements Remediable with Temporary Measures

___ Non-Compliant Elements Not Remediable with Temporary Measures
(Relocate Polling Place)

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

A	Parking Only complete this section if off-street parking is provided to voters. If off-street parking is not provided to voters, go to Section B. If more than 25 parking spaces are provided to voters, see the 2010 Standards for the number of accessible parking spaces required. (§208.2)	Yes	No	N/A	Comments/ Remedies
A1	Is there at least one designated van accessible space with signage with the International Symbol of Accessibility and designated "van accessible"? (§§208.2, 208.2.4, 502.6)				
A2	Are the designated van accessible spaces at least 96" wide with a 96" wide access aisle, or 132" wide with a 60" wide access aisle? (§§502.2, 502.3) Width of space _____ Width of access aisle _____				
A3	For van accessible spaces (particularly in a garage or parking structure), is there vertical clearance of at least 98" for the vehicular route to the parking space, in the parking space and access aisle, and along the vehicular route to the exit? (§502.5)				
A4	Are designated accessible parking spaces and the access aisles serving them on a level surface, with slopes not exceeding 1:48 in all directions? (Note: Curb ramps may not be part of an access aisle since they include slopes greater than 1:48.) (§502.4)				
A5	Are the surfaces of the designated accessible parking spaces and access aisles stable, firm, and slip resistant? (§§502.4, 302.1)				
A6	Are the designated accessible parking spaces located on the shortest accessible route to the accessible entrance? (§208.3.1)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

B	Passenger Drop-Off Area Only complete this section if a passenger drop-off area is provided for voters. If a drop-off area is not provided to voters, go to Section C.	Yes	No	N/A	Comments/ Remedies
B1	Is the vehicle pull-up space on a level surface, with slopes not exceeding 1:48 in all directions? (§503.4)				
B2	Is the access aisle next to the vehicle pull-up space on a level surface, with a slope not exceeding 1:48 in all directions? (§503.4)				
B3	Is there vertical clearance of at least 114" (9 feet 6 inches) from the site entrance to the vehicle pull-up area, in the access aisle, and along the vehicular route to the exit? (§503.5)				
B4	Is a curb ramp provided if a curb separates the access aisle from the accessible route to the accessible entrance? (§§206.2.1, 503.3)				
B5	Is the width of the curb ramp surface at least 36" (not counting the side flares)? (§405.5)				
B6	Does an accessible route connect the access aisle and curb ramp to the accessible entrance of the polling place? (§206.2)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

C	Exterior Route to Accessible Entrance Complete a separate Exterior Route form, when applicable, for the routes from 1) parking, 2) passenger drop-off areas, 3) public sidewalks and 4) public transportation stops. Exterior route location: _____	Yes	No	N/A	Comments/ Remedies
C1	Is the route at least 36" wide? (§403.5.1)				
C2	Is the route free of abrupt changes in level greater than ½"; including stairs? (§303)				
C3	Is the route free of surface openings greater than ½"; such as grates or holes in the pavement? (§302.3)				
C4	Are walking surfaces stable, firm, and slip resistant? (§302.1)				
C5	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)				
C6	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)				
C7	Are objects that hang over the pedestrian route 80" or higher, including the underside of exterior stairs? (§307.4)				
C8	If the route crosses a curb, is there a curb ramp that is at least 36" wide with a slope no more than 1:12? (§§303.4, 405.2, 405.5, 406.1)				
C9	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§402.2)				
C10	Is the cross slope of the accessible route no greater than 1:48? (§§403.3, 405.3)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

D	Polling Place Entrances	Yes	No	N/A	Comments/ Remedies
D1	Is the clear width of the door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)				
D2	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)				
D3	On the pull side of the door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)				
D4	Is the area in front of the door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)				
D5	If there are doors in a series, is the distance between the two hinged doors at least 48" plus the width of the door swinging into the space? (§404.2.6)				
D6	Can the second door (interior door) in the series be opened with no more than 5 pounds of force? (§309.4)				
D7	Does the second door (interior door) in the series comply with D2, D3, and D4, above?				
D8	Are door thresholds no higher than ½"? (Note: If the threshold is between ¼" and ½" it must be beveled.) (§404.2.5)				
D9	Do inaccessible entrances have signage directing voters to the accessible entrance? (§216.6)				
D10	If voters are directed to an alternative accessible entrance, is this entrance kept unlocked during voting hours? (28 C.F.R. §§35.130, 35.133)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

E	Route from Entrance Into Voting Area	Yes	No	N/A	Comments/ Remedies
E1	Is the route at least 36" wide? (§403.5.1)				
E2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)				
E3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)				
E4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)				
E5	Is the route free of abrupt changes in level greater than ½", including stairs? (§303)				
E6	Is the running slope of part of the route greater than 1:20? If yes, go to Section G. (§303.4)				
E7	If the route to the voting area has stairs, is a platform lift or elevator provided? If yes, go to Section H (lifts) or Section I (elevators). (§402.2)				
E8	If doors are provided along the route to the voting area, is the clear width of each door opening (one door or one active leaf of a double door) at least 32"? (§404.2.3)				
E9	Is each door hardware useable with one hand without tight grasping, pinching, or twisting of the wrist? (§§309.4, 404.2.7)				
E10	Can each door be opened with no more than 5 pounds of force? (§309.4)				
E11	Is the threshold at each door no higher than ½"? (Note: If the threshold is between ¼" and ½" it must be beveled.) (§404.2.5)				
E12	On the pull side of each door, is there at least 18" of clearance provided to the side of the latch? (§404.2.4)				
E13	Is the area in front of each door level, with slopes no greater than 1:48 in all directions? (§§404.2.4.4, 405.7.1)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

F	Within the Voting Area	Yes	No	N/A	Comments/ Remedies
F1	Are floor surfaces stable, firm, and slip resistant? (§302.1)				
F2	Is the route free of wall mounted objects that protrude more than 4" into the path of travel and are between 27" and 80" high? (§307.2)				
F3	Is the route free of post mounted objects that protrude more than 12" into the path of travel and are between 27" and 80" high? (§307.3)				
F4	Are objects that hang over the route 80" or higher, including the underside of stairs? (§307.4)				
F5	Is there enough room to provide a route at least 36" wide to the registration table and voting stations? (§403.5.1)				
F6	Is there enough room to provide a turning space in front of at least one voting station, such as a circle that is at least 60" in diameter? (§304.3)				
F7	Is there enough room to provide a turning space in front of at least one accessible voting machine, such as a circle that is at least 60" in diameter? (§304.3)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

G	Ramps Complete a separate ramp form for each ramp, whether exterior or interior. Ramp location: _____	Yes	No	N/A	Comments/ Remedies
G1	Is the running slope of the ramp no greater than 1:12? (§405.2)				
G2	Is the cross slope of the ramp 1:48 or less? (§405.3)				
G3	Is the rise (height) for any ramp run 30" or less? (§405.6)				
G4	Is the ramp, measured between handrails, at least 36" wide? (§405.5)				
G5	Does the ramp have a level landing that is at least 60" long, at the top and bottom of each ramp section? (§405.7)				
G6	For every 30" of rise, is a level landing at least 60" long provided? (§§405.6, 405.7)				
G7	Is a level landing, at least 60" by 60" provided where the ramp changes direction? (§405.7.4)				
G8	If the rise of the ramp is greater than 6", are handrails provided that are between 34" and 38" above the ramp surface? (§§405.8, 505.4)				
G9	If the rise of the ramp is greater than 6" and the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? (§405.9)				

Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

H	Lifts	Yes	No	N/A	Comments/ Remedies
H1	Is the lift operational at the time of the survey? (28 C.F.R. §§35.130, 35.133)				
H2	Is the lift independently operable, or can it be made so during Election Day? (§410.1)				
H3	Is there 30" by 48" of clear floor space within the lift? (§§410.3, 305.3)				
H4	Are the controls for the lift no higher than 48"? (§§410.5, 309.3, 308)				
H5	Are the controls useable with one hand without tight grasping, pinching or twisting? (§§410.5, 309.4)				
H6	Is the clear width of the door opening/gate opening at the end of the lift at least 32"? If a side door/gate is provided, is the clear opening width at least 42"? (§410.6)				

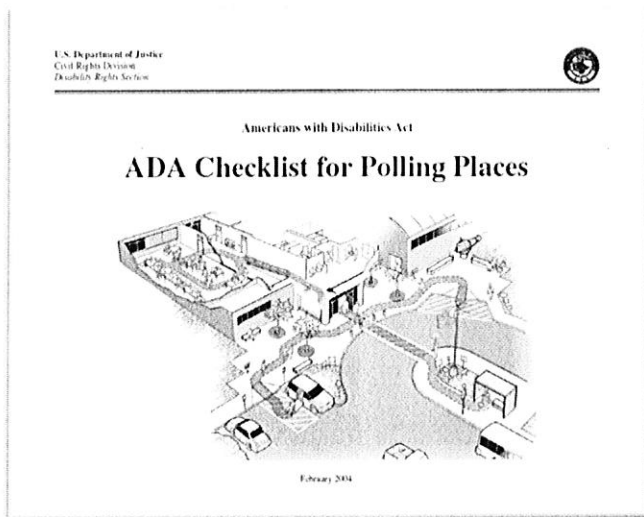
Ward: _____ Precinct: _____ Staff: _____ Date: _____ Time: _____

Address: _____ Location name: _____

I	Elevators	Yes	No	N/A	Comments/ Remedies
I1	Is the elevator car door opening at least 36" wide? (§407.3.6, Table 407.4.1)				
I2	Is there space to maneuver within the elevator car, e.g., 51" deep and 68" wide; OR 80" deep and 54" wide; OR 60" deep and 60" wide? (§407.4.1)				
I3	Are hallway elevator call buttons 48" high or lower? (§§407.2.1.1, 308.2, 308.3)				
I4	Are elevator car controls 48" high or lower? (§§407.4.6.1, 308.2, 308.3)				
I5	Does the elevator have visible and audible signals in the hallway to indicate the arrival and direction of the elevator car? (§407.2.2.1)				
I6	Does the elevator have visible and audible signals within the elevator car to indicate the position of the car? (§407.4.8)				

VOTING SITE ACCESSIBILITY CHECKLIST

Taken directly and abridged, and corresponding to, the "ADA Checklist of Voting sites" published by the U.S. Department of Justice, Civil Rights Division, Disability Rights Section



For more information, illustrations and temporary solutions, please refer to the full, illustrated version of this checklist, available either as a webpage or as a 39-page printable PDF file.

<http://www.ada.gov/votingck.htm>

For the ADA standards cited to in this document, please refer to the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), available online at:
<http://www.access-board.gov/adaag/html/adaag.htm>

<p>Checklist identification</p> <p>Voting site name _____</p> <p>Precinct (if Election Day polling place) _____</p> <p>Inspection completed by _____</p> <p>Job title _____</p> <p>Date _____</p>
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GETTING TO THE VOTING SITE

A. Parking

A1. If parking is available, count the total number of parking spaces provided for the voting site.

Total number of parking spaces: _____

Are the minimum number of accessible parking spaces provided, based on the total number of available parking spaces? (See table below.)

Yes No

Total spaces	Required minimum number of accessible spaces
1-25	1 van-accessible space with a minimum 96-inch wide access aisle
26-50	1 space w/ min. 60 inch wide access aisle + 1 van-accessible space
51-75	2 spaces w/ min. 60 inch wide access aisle + 1 van-accessible space

If more than 75 spaces, see the ADA Standards for Accessible Design, section 4.1.2, for the number of accessible parking spaces.

A2. Does each accessible parking space have its own, or share an adjacent access aisle that is least 60 inches (5 feet) wide? [ADA Stds 4.6.3]

Yes No

A3. Is there at least one van-accessible parking space provided with an access aisle that is at least 96 inches (8 feet) wide or are universal parking spaces provided with a 132 inches (11feet) wide vehicle space and a 60 inch (5 feet) wide access aisle? [ADA Stds 4.1.2(5), A4.6]

Yes No

A4. For van-accessible spaces, is there vertical clearance of at least 98 inches (8 feet -2 inches) for the vehicle route to the parking space, the parking space, the access aisle and along the vehicle route to the exit? [ADA Stds 4.6.5]

Yes No

A5. Are all accessible parking spaces, including the access aisle, relatively level (1:50 or 2%) in all directions? [ADA Stds 4.6.3]

Yes No

A6. Does each accessible parking space have a sign with the symbol of accessibility that is visible when a vehicle is parked in the space? [ADA Stds 4.6.4]

Yes No



A7. If there is a curb between the access aisle and the accessible route to the building, is there a curb ramp that meets the following requirements: [ADA Stds 4.7]

7a. Is the ramp surface at least 36" wide, excluding flared sides? [ADA Stds 4.7.3]

Yes No Not applicable

7b. Is the slope (up or down the ramp) no more than 1:12? [ADA Stds 4.7.2]

Note: 1:12 is one inch of vertical height for each 12 inches in length.

Yes No Not applicable

A8. Are the accessible parking spaces serving the voting area on the shortest accessible route to the accessible entrance? [ADA Stds 4.6.2]

Yes No

A9. Does each access aisle connect to an accessible route from the parking area to the accessible building entrance? [ADA Stds 4.6.2]

Yes No

B. Passenger Drop-Off Areas

If a passenger loading area is provided, you should answer the following questions.

B1. Is a relatively level (1:50 or 2% maximum slope in all directions) access aisle provided adjacent and parallel to the side of the vehicle pull-up area? [ADA Stds 4.6.6]

Yes No Not applicable

If No, look for another relatively level location that is on an accessible route.

B2. Is the vehicle space relatively level (2% maximum slope in all directions)?

Yes No Not applicable

B3. Is the area for the access aisle at least 5-feet wide and 20-feet long? [ADA Stds 4.6.6]

Note: Unlike an accessible parking space, the surface for the access aisle does not have to be marked or striped.

Yes No Not applicable

B4. Is the vertical height for the vehicle route to the loading zone, the drop off area, and the exit at least 114 inches (9 feet 6 inches) in height? [ADA Stds 4.6.5]

Yes No Not applicable

B5. Is a curb ramp provided between the vehicle pull-up area and the access aisle (see figure above) or the access aisle and the accessible route (see figure on page 9) to the accessible entrance? [ADA Stds 4.6.6]

Yes No Not applicable

If No, is there another area with a curb ramp connected to an accessible route that could serve as the drop-off area?

Yes No Not applicable

B6. If a curb ramp is provided, is the slope of the ramp surface (not counting the side flares) no more than 1:12? [ADA Stds 4.7.2]

Yes No Not applicable

B7. Is the width of the curb ramp surface at least 36 inches? [ADA Stds 4.7.3]

Yes No Not applicable

B8. Does an accessible route connect the curb ramp to the accessible entrance? [ADA Stds 4.1.2(1)]

Yes No Not applicable

C. Sidewalks and Walkways

Part 1. Typical Issues for Voters Who Use Wheelchairs, Scooters or Other Mobility Aids

C1-1. Is an accessible route provided from accessible parking spaces to the accessible entrance of the building? [ADA Stds 4.1.2(1), 4.3]

Note: If the accessible route crosses a vehicular route, a marked crosswalk should be used.

Yes No

C1-2. Is an accessible route provided from public sidewalks and public transportation stops on the polling site (if provided) to the accessible entrance of the building? [ADA Stds 4.1.2(1)]

Yes No

C1-3. Is the accessible route at least 36 inches wide?
The accessible route may narrow to 32 inches wide for up to 2 feet in length.

Yes No

C1-4. Is the accessible route free of steps and abrupt level changes over 1/2 inch?

Note: Level changes between 1/4 inch and 1/2 inch should be beveled.

Yes No

C1-5. Where an accessible route crosses a curb is a curb ramp provided?

Yes No Not applicable

5a. Is the ramp surface at least 36 inches wide, excluding flared sides? [ADA Stds 4.7.3]

Yes No Not applicable

5b. Is the slope (up or down the ramp) no more than 1:12? [ADA Stds 4.7.2]

Yes No Not applicable

C1-6. If the slope of part of the accessible route is greater than 1:20, does this part meet the following requirements for an accessible ramp?

Yes No Not applicable

6a. Is the ramp slope no greater than 1:12? [ADA Stds 4.8.2]
Note: For existing ramps, the slope may be 1:10 for a 6 inch rise and 1:8 for a 3 inch rise in special circumstances (see ADA Stds 4.1.6(3)).

Yes No Not applicable

6b. Is the ramp width, measured between handrails, at least 36 inches? [ADA Stds 4.8.3]

Yes No Not applicable

6c. Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Stds 4.8.4]

Note: The level landing may be part of the sidewalk or walking surface.

Yes No Not applicable

6d. If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided every 30 feet of horizontal length? [ADA Stds 4.8.4]

Note: When the running slope is less than 1:16 and more than 1:20, each ramp segment may be up to 40 feet long followed by a level landing.

Yes No Not applicable

6e. Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Stds 4.8.4]

Yes No Not applicable

6f. Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Stds 4.8.5]

Yes No Not applicable

6g. If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Stds 4.8.7]

Yes No Not applicable

Part 2. Typical Issues for Voters Who Are Blind or Have Low Vision

C2-1. Are all sidewalks and walkways to the voting area free of any objects (e.g., wall-mounted boxes, signs, handrail extensions, trees) with bottom edges that are higher than 27 inches but less than 80 inches above the walkway and that extend more than 4 inches into the sidewalk or walkway? [ADA Stds 4.4, 4.2.1(3), 4.1.3(2)]

Yes No

C2-2. Are the undersides of exterior stairs enclosed or protected with a cane-detectable barrier so that people who are blind or have low vision will not hit their heads on the underside? [ADA Stds 4.4.2]

Yes No Not applicable

C2-3. Are all objects that hang over the pedestrian routes 80 inches or more above the route?

Possible solution: Detectable object be added below any hanging objects in the pathway.

Yes No Not applicable

ENTERING THE VOTING SITE

D. Building Entrance

D1. Is there at least one accessible entrance connected to an accessible route? [ADA Stds 4.1.3(1)]

Notes: If this entrance is not the main entrance, it needs to be kept unlocked during voting hours. If there are inaccessible entrances serving the voting site, signs will be needed at inaccessible entrance(s) to direct voters to the nearest accessible entrance.

Yes No Not applicable

D2. Does at least one door or one side of a double leaf door at the accessible entrance provide at least 32 inches clear passage width when the door is open 90 degrees?

If No, does another entrance have an accessible door or can both doors be propped open during voting? Other possible solutions are to enlarge the door opening, use a swing clear hinge, or, if a double leaf door, use uneven width doors.

Yes No Not applicable

D3. Is the door hardware (e.g., lever, pull, panic bar) usable with one hand without tight grasping, pinching, or twisting of the wrist? [ADA Stds 4.13.9]

If No, leave door propped open, add new accessible hardware, or adapt/replace hardware.

Yes No Not applicable

D4. On the pull side of the door, is there at least 18 inches clearance provided to the side of the latch if the door is not automatic or power-operated? [ADA Stds 4.13.6, figure 25]

Note: The maximum threshold height is 1/2 inch for new construction. If No, leave the door propped open, install a power operator, or look for another accessible entrance.

Yes No Not applicable

D5. If there is a raised threshold, is it no higher than 3/4 inch at the door and beveled on both sides? [ADA Stds 4.1.6(3)(d)(ii), 4.13.8]

If No, replace threshold with one with beveled sides or add sloped insert to threshold.

Yes No Not applicable

D6. If an entry has a vestibule, is there a 30-inch by 48-inch clear floor space inside the vestibule where a wheelchair or scooter user can be outside the swing of a hinged door? [ADA Stds 4.13.7]

If No, leave the inner door open or remove inner door, add power operators to both doors so they open at the same time or, modify the vestibule.

Yes No Not applicable

E. Hallways and Corridors

Part 1. Typical Issues for Voters Who Use Wheelchairs, Scooters, or Other Mobility Devices

E1-1. Is there an accessible route, at least 36 inches wide that connects the accessible entrance to the voting area (the accessible route may narrow to 32 inches wide for up to 2 feet in length)?

Yes No

E1-2. Is the accessible route free of steps and abrupt level changes over 1/2 inch (level changes between 1/4 inch and 1/2 inch should be beveled)? [ADA Stds 4.1.3(1), 4.3.8]

Yes No

E1-3. Does the route from the accessible entrance to the voting area change levels using a ramp, lift or elevator?

Yes No

If no, go to question E1-7.

3a. If yes, is a ramp or sloped hallway provided?

Yes No Not applicable

If yes, go to question E1-4.

3b. Is an elevator provided or lift provided?

Yes No Not applicable

If an elevator is provided, go to question E1-5. If a lift is provided, go to question E1-6.

E1-4. Where the slope of the accessible route is greater than 1:20, does this part of the accessible route meet the following requirements for an accessible ramp?

4a. Is the slope no greater than 1:12? [ADA Stds 4.8.2]

Note: For existing ramps, the slope may be 1:10 for a 6 inch rise and 1:8 for a 3 inch rise in special circumstances, see ADA Standards 4.1.6(3).

Yes No Not applicable

4b. Is the ramp width, measured between handrails, at least 36 inches? [ADA Stds 4.8.3]

Yes No Not applicable

4c. Are the handrails mounted between 34 and 38 inches above the ramp surface? [ADA Stds 4.8.5]

Yes No Not applicable

4d. If a ramp is more than 30 feet long, is a level landing at least 60 inches long provided every 30 feet of horizontal length? [ADA Stds 4.8.4]

Note: When the running slope is less than 1:16 and more than 1:20, each ramp segment may be up to 40 feet long followed by a level landing.

Yes No Not applicable

4e. Does the ramp have a level landing at the top and bottom of each ramp section that is at least 60 inches long? [ADA Stds 4.8.4]

Note: The level landing may be part of the sidewalk or walking surface.

Yes No Not applicable

4f. Is a level landing, at least 60 inches by 60 inches, provided where a ramp changes direction? [ADA Stds 4.8.4]

Yes No Not applicable

4g. If the ramp or landing has a vertical drop-off on either side of the ramp, is edge protection provided? [ADA Stds 4.8.7]

Yes No Not applicable

E1-5. Is an elevator provided to access the voting area level?

Yes No Not applicable

5a. Are the elevator call buttons mounted in an accessible location with the centerlines at 42 inches above the floor? [ADA Stds 4.10.3]

Yes No Not applicable

5b. Does the floor area of the elevator car provide space for wheelchair users to enter, reach the controls, and exit the car? [ADA Stds 4.10.9]

Note: See Figure 22 in the full illustrated checklist for acceptable floor and opening dimensions. Floor dimensions of at least 48 inches by 48 inches may be allowed in existing facilities built before the ADA went into effect.

Yes No Not applicable

5c. Are the highest floor control buttons in the elevator cab mounted no more than 54 inches above the floor for a side reach or 48 inches for forward reach?

Yes No Not applicable

5d. Are raised letters and Braille characters used to identify each floor button and each control? [ADA Stds 4.10.12]

Yes No Not applicable

5e. Are signs mounted on both sides of the elevator hoistway door opening that designate the floor with 2-inch minimum-height raised letters and Braille characters centered at 60 inches above the floor? [ADA Stds 4.10.5]

Yes No Not applicable

5f. Is the elevator equipped with audible tones or bells or verbal annunciators that announce each floor as it is passed? [ADA Stds 4.10.13]

Yes No Not applicable

E1-6. If a wheelchair lift is provided, does it meet the following requirements:

6a. Is the lift operational at the time of the survey?

Yes No Not applicable

6b. Is the change in level from the floor to the lift surface ramped or beveled?

Yes No Not applicable

6c. Is there at least a 30-inch by 48-inch clear floor space on the wheelchair lift?

Yes No Not applicable

6d. Does the lift allow a wheelchair user unassisted entry, operation, and exit?

Yes No Not applicable

6e. Are the controls and operating mechanisms mounted no more than 54 inches above the floor for a side reach or 48 inches for a forward reach?

Yes No Not applicable

6f. Are the controls and operating mechanisms usable with one hand without tight grasping, pinching, or twisting?

Yes No Not applicable

E1-7. At each location on the way to the voting area where the accessible route passes through a door or doors, does at least one door meet the following requirements?

7a. Is the clear width for the door opening at least 32 inches measured when the door is open 90 degrees? [ADA Stds 4.1.3(7), 4.13.5]

Yes No Not applicable

7b. Is the door hardware (e.g., lever, pull, push, panic bar) usable with one hand, without tight grasping, pinching, or twisting of the wrist, to allow people who may not be able to easily use one or both hands to fully operate the hardware? [ADA Stds 4.13.9]

Yes No Not applicable

7c. Is there clear maneuvering floor space in front of each accessible door (see Figure 25 in the appendix of the illustrated checklist for measurements) and on the pull side, is there at least 18 inches clear floor space beyond the latch side of the door? (see space configurations in Figure 25 of the illustrated checklist) [ADA Stds 4.13.6]

Yes No Not applicable

7d. Is no more than 5 pounds force needed to push or pull open the accessible door?

Note: Fire doors are still considered to be accessible if they have the minimum opening force allowable by the appropriate administrative authority.

Yes No Not applicable

7e. If the answers to questions (b) thru (d) are no, can the door be propped open to provide an accessible route on election day?

Yes No Not applicable

Part 2. Typical Issues for Voters Who are Blind or Who Have Low Vision

E2-1. Are pedestrian routes leading to or serving the voting area free of objects that protrude from the side more than 4 inches into the route with the bottom of the object more than 27 inches above the floor? [ADA Stds. 4.4]

Note: These objects may be wall mounted or free standing. Items to check include wall-mounted fire extinguishers, light fixtures, coat hooks, shelves, drinking fountains, and display cases. Placing a detectable object on the floor below each object may remove the hazard for Election Day.

Yes No

E2-2. Are pedestrian routes leading to or serving the voting area free of overhead objects with the bottom edge lower than 80 inches above the floor?

Possible solution: Detectable object be added below any overhead objects in the pathway.

Yes No

E2-3. If provided, are the interior stairs along these routes built so that people who are blind or visually impaired cannot hit their heads on the underside (i.e., protected with a cane-detectable warning or a barrier that prevents travel into the area with less than an 80-inch-high head clearance)? [ADA Stds 4.4.2]

Yes No Not applicable

USING THE VOTING SITE

F. Voting Area

1. Is there an accessible entrance to the voting area?

Yes No

2. Within the voting area, is adequate space available on the accessible level for check-in tables, a voting demonstration area (if provided), and at least one accessible voting station?

Yes No

3. Is the voting area free of objects that protrude from the side more than 4 inches into the route with the bottom of the object more than 27 inches above the floor? [ADA Stds. 4.4]

Note: These objects may be wall mounted or free standing. Items to check include wall-mounted fire extinguishers, light fixtures, coat hooks, shelves, drinking fountains, and display cases. Placing a detectable object on the floor below each object may remove the hazard for Election Day.

Yes No

4. Is the voting area free of overhead objects that voters may pass under with the bottom edge lower than 80 inches above the floor?

Possible solution: Detectable object be added below any overhead objects in the pathway.

Yes No