

RESOLUTION NO. RA 11-001

**A RESOLUTION OF THE PASO ROBLES REDEVELOPMENT AGENCY
APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF EL PASO DE
ROBLES AND THE AGENCY REGARDING THE FUNDING OF ADA IMPROVEMENTS
WITHIN THE PROJECT AREA AND ENCUMBERING FUNDS PURSUANT THERETO**

WHEREAS, the Agency has prepared a Redevelopment Plan ("Redevelopment Plan") for the Paso Robles Redevelopment Project Area ("Project Area"), which allows for the Agency to assist with the construction and installation of necessary public infrastructure and facilities, to facilitate the repair, restoration and/or replacement of existing public facilities, to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area, and to take all other necessary actions to implement the Redevelopment Plan;

WHEREAS, in 2010, the City of El Paso De Robles ("City") was sued for violations of the Americans with Disabilities Act (ADA) in *Peterson et al. v. City of Paso Robles*, U. S. Dist. Court Case No. 2:10-CV-01705-PA-MAN and, pursuant to a Settlement Agreement and a Consent Decree approved by the Court ("collectively, the "Settlement Documents"), the City is obligated to install certain improvements ("ADA Improvements") within the City within specified time frames;

WHEREAS, the City has no available funds to pay for the ADA Improvements and, as such, agreed to the terms of the Settlement Documents in reliance upon the availability of the proceeds of bonds, issued by the Agency in July 2009 for the purpose of financing improvements pursuant to the Redevelopment Plan ("Bond Proceeds"), to fund a portion of the cost of the ADA Improvements, all of which would be located within the Project Area;

WHEREAS, in order to comply with the terms of the Settlement Documents, the City is in the process of awarding contracts to provide design services for the ADA Improvements;

WHEREAS, the Agency has Bond Proceeds available to pay for a portion of the ADA Improvements and, because the ADA Improvements are all located within the Project Area, the Bond Proceeds may be used to pay for them;

WHEREAS, the City desires, and Agency agrees, to enter into a Funding Agreement ("Agreement") for the pledge of Bond Proceeds to assist with the financing of the ADA Improvements, the purpose of which is to facilitate the implementation of the ADA Improvements in accordance with the Settlement Documents and to obligate the Agency to assist with the payment of the ADA Improvements;

WHEREAS, by approving and entering into the Agreement, Agency has approved the pledge of Bond Proceeds to assist with the financing of the ADA Improvements;

WHEREAS, the obligations of the Agency under the Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan.

NOW, THEREFORE, THE GOVERNING BOARD OF THE PASO ROBLES REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to Section 33445 of the California Community Redevelopment Law, the Agency hereby finds and determines that the Funding Agreement and the payment by the Agency of the cost of the ADA Improvements as provided for under the Funding Agreement, are of primary benefit to the Redevelopment Project Area by helping to eliminate blight within the Redevelopment Project Area; that no

other reasonable means of financing the costs of the ADA Improvements are available to the City to fund the ADA Improvements; and that the payment by the Agency of the ADA Improvements is consistent with the adopted Implementation Plan as it is proposed to be amended pursuant to Section 33490 of the Community Redevelopment Law. These findings and determinations are based on the following facts:

a. The major goals and objectives of the Redevelopment Plan includes, among others, the elimination of blighting influences and the correction of environmental deficiencies; the revitalization of the downtown through a comprehensive effort to include improving and developing public facilities and improving public infrastructure. The Redevelopment Plan provides the Agency with powers, duties and obligations for the redevelopment, rehabilitation and revitalization of the Redevelopment Project Area.

b. The installation of the ADA Improvements is intended to assist in the elimination of economic and physical blighting conditions by making downtown paths of travel, the restrooms in City Park and parking accessible to persons with disabilities, thereby encouraging additional visitors to the downtown area. All of the ADA Improvements are located within the boundaries of the Redevelopment Project Area.

c. Given the ongoing downturn in the economy, the decreases in funding available to cities for general funding purposes, including installation and/or rehabilitation of public facilities and improvements, the current budget crisis of the City, State and federal governments and the lack of other governmental grants and assistance programs to help with the costs of these facilities and improvements, the City does not have the necessary funds in the General Fund or any other sources available to it to fund the costs necessary to comply with the requirements of the Consent Decree.

SECTION 2. The Agency Board approves the Agreement by and between the City and the Agency in substantially the form attached hereto as Exhibit "A," subject to any technical, non-substantive or clarifying changes approved by the Agency General Counsel, and directs the Executive Director to execute the Agreement and take all necessary actions to implement the purpose and intent of this Resolution.

SECTION 3. The Agency Board does hereby encumber and appropriate all funds necessary and available for the implementation of the Agreement.

SECTION 4. Pursuant to Title 14, California Code of Regulations Section 15378, this action is not a Project under the California Environmental Quality Act as it is merely the creation of a government funding mechanism or other government fiscal activity which does not involve the commitment of a specific project which may result in a potentially significant physical impact on the environment.

PASSED AND ADOPTED by the Paso Robles Redevelopment Agency on this 1st day of February, 2011 by the following vote:

AYES: Hamon, Strong, Steinbeck, Picanco, Gilman
NOES:
ABSENT:
ABSTAIN:

Nick Gilman, Chairman

ATTEST:

Caryn Jackson, Deputy City Clerk

other reasonable means of financing the costs of the ADA Improvements are available to the City to fund the ADA Improvements; and that the payment by the Agency of the ADA Improvements is consistent with the adopted Implementation Plan as it is proposed to be amended pursuant to Section 33490 of the Community Redevelopment Law. These findings and determinations are based on the following facts:

a. The major goals and objectives of the Redevelopment Plan includes, among others, the elimination of blighting influences and the correction of environmental deficiencies; the revitalization of the downtown through a comprehensive effort to include improving and developing public facilities and improving public infrastructure. The Redevelopment Plan provides the Agency with powers, duties and obligations for the redevelopment, rehabilitation and revitalization of the Redevelopment Project Area.

b. The installation of the ADA Improvements is intended to assist in the elimination of economic and physical blighting conditions by making downtown paths of travel, the restrooms in City Park and parking accessible to persons with disabilities, thereby encouraging additional visitors to the downtown area. All of the ADA Improvements are located within the boundaries of the Redevelopment Project Area.

c. Given the ongoing downturn in the economy, the decreases in funding available to cities for general funding purposes, including installation and/or rehabilitation of public facilities and improvements, the current budget crisis of the City, State and federal governments and the lack of other governmental grants and assistance programs to help with the costs of these facilities and improvements, the City does not have the necessary funds in the General Fund or any other sources available to it to fund the costs necessary to comply with the requirements of the Consent Decree.

SECTION 2. The Agency Board approves the Agreement by and between the City and the Agency in substantially the form attached hereto as Exhibit "A," subject to any technical, non-substantive or clarifying changes approved by the Agency General Counsel, and directs the Executive Director to execute the Agreement and take all necessary actions to implement the purpose and intent of this Resolution.

SECTION 3. The Agency Board does hereby encumber and appropriate all funds necessary and available for the implementation of the Agreement.

SECTION 4. Pursuant to Title 14, California Code of Regulations Section 15378, this action is not a Project under the California Environmental Quality Act as it is merely the creation of a government funding mechanism or other government fiscal activity which does not involve the commitment of a specific project which may result in a potentially significant physical impact on the environment.

PASSED AND ADOPTED by the Paso Robles Redevelopment Agency on this 1st day of February, 2011 by the following vote:

AYES: Hamon, Strong, Steinbeck, Picanco, Gilman

NOES:

ABSENT:

ABSTAIN:



Nick Gilman, Chairman

ATTEST:



Caryn Jackson, Deputy City Clerk

**FUNDING AGREEMENT
BY AND BETWEEN THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES REDEVELOPMENT AGENCY
FOR THE FUNDING OF CERTAIN PUBLIC IMPROVEMENTS**

This FUNDING AGREEMENT BY AND BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES REDEVELOPMENT AGENCY (“**Agreement**”) is dated as of February 1, 2011, and is entered into by and between THE PASO ROBLES REDEVELOPMENT AGENCY, a public body, corporate and politic (“**Agency**”), and the CITY OF EL PASO DE ROBLES, a municipal corporation organized and existing under the laws of the State of California (“**City**”). Agency and City are sometimes referred to in this Agreement individually as “**Party**” and collectively as “**Parties.**” This Agreement is entered into with reference to the following recitals of fact (each, a “**Recital**”):

RECITALS

A. The Agency has prepared a Redevelopment Plan (“**Redevelopment Plan**”) for the Paso Robles Redevelopment Project Area (“**Project Area**”), which allows for the Agency to assist with the construction and installation of necessary public infrastructure and facilities, to facilitate the repair, restoration and/or replacement of existing public facilities, to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area, and to take all other necessary actions to implement the Redevelopment Plan.

B. In 2010, the City was sued for violations of the Americans with Disabilities Act (ADA) in *Peterson et al. v. City of Paso Robles*, U. S. Dist. Court Case No. 2:10-CV-01705-PAMAN. Pursuant to a Settlement Agreement, which is attached hereto as Exhibit “A” and incorporated herein by this reference, and a Consent Decree, which was approved by the Court and is attached hereto as Exhibit “B” and incorporated herein by this reference (collectively, the “**Settlement Documents**”), the City is obligated to install certain improvements (“**ADA Improvements**”) within the City and within specified time frames.

C. The City agreed to the terms of the Settlement Documents in reliance upon the availability of Agency Bond Proceeds, as such term is defined in Section 2.1, to fund a portion of the cost of the ADA Improvements, all of which would be located within the Project Area. The City has no available funds to pay for the ADA Improvements.

D. In order to comply with the terms of the Settlement Documents, the City is in the process of awarding contracts to provide design services for the ADA Improvements.

E. The Agency has Bond Proceeds available to pay for a portion of the ADA Improvements specified in the Settlement Documents. Because the ADA Improvements are all located within the Project Area, the Bond Proceeds may be used to pay for them.

F. City desires, and Agency agrees, to enter into this Agreement for the pledge of Bond Proceeds to assist with the financing of the ADA Improvements. The purpose of this Agreement is to

facilitate the implementation of the ADA Improvements in accordance with the Settlement Documents and to obligate the Agency to assist with the payment of the ADA Improvements.

G. The City Council and the Agency Board, by resolution, will find or have found that the use of Agency redevelopment funding for the publically owned improvements is in accordance with Section 33445 of the California Community Redevelopment Law (codified as Health and Safety Code section 33000 *et seq.*) (“**CRL**”) and other applicable law. The City Council and Agency Board resolutions are each based on the authority of the Agency, with the consent of the City Council, to pay all or part of the cost of the installation and construction of any facility, structure, or other improvements which is publicly owned either within or outside the Project Area.

H. By approving and entering into this Agreement, the Agency has approved the pledge of the Bond Proceeds to assist with the financing of the ADA Improvements.

I. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan.

NOW, THEREFORE, in consideration of the foregoing, Agency and City hereto mutually agree as follows:

TERMS

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. Agency’s Obligations.

2.1 To assist with the financing of the ADA Improvements, Agency agrees to pay to the City an amount not to exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), which shall be payable from the proceeds of bonds issued by the Agency in July 2009 for the financing of improvements pursuant to the Redevelopment Plan (“**Bond Proceeds**”).

2.2 The Agency’s obligations under this Agreement, including without limitation the Agency’s obligation to make the payments of the Bond Proceeds to the City, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Area and are obligations to make payments authorized and incurred pursuant to Section 33445 of the CRL and other applicable statutes. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

2.3 The pledge of Bond Proceeds will constitute an obligation to make payments authorized and incurred pursuant to the CRL and other applicable statutes; provided, however, that the indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness (all referred to herein as “**Indebtedness**”) of the Agency incurred or issued to finance the Project Area.

2.4 All payments to be made by the Agency to the City under this Agreement shall be made immediately upon demand by the City for reimbursement for costs incurred by the City for design and construction of the ADA Improvements.

3. City's Obligations.

3.1 The City shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds to completion of the ADA Improvements by: (i) reimbursing the City or using such funds to make City expenditures to perform the work required to carry out and complete the ADA Improvements; (ii) utilizing such funds to pay any obligations that the City has or will incur for such purposes; and/or (iii) paying such funds into a special account of the City to be held and expended only for the purpose of satisfying the obligations of the City under the Consent Decree.

3.2 It is the responsibility of City to pay all design, development and construction costs in connection with the ADA Improvements from funds paid to the City by the Agency under this Agreement.

3.3 The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA. City shall endeavor to complete the ADA Improvements in accordance with the time frames set forth in the Settlement Documents.

4. Liability and Indemnification. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify, defend and hold harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

5. Entire Agreement: Waivers and Amendments.

5.1 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement constitutes the entire understanding and agreement of the parties.

5.2 This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

5.3 This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City

and the Agency, there shall be no third party beneficiaries under this Agreement.

5.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

6. Severability. If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

7. Default. If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

8. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

9. Term. This Agreement shall remain in effect until the City has completed the ADA Improvements identified and as amended, from time to time.

IN WITNESS WHEREOF, Agency and City have executed this Agreement on the dates indicated next to each of the signatures of their authorized representatives, as it appears on the following page.

[Signatures on Following Page]

FUNDING AGREEMENT
BY AND BETWEEN THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES REDEVELOPMENT AGENCY
FOR THE FUNDING OF CERTAIN PUBLIC IMPROVEMENTS

PASO ROBLES REDEVELOPMENT AGENCY

By: _____

Title: _____

Date: _____

Attest: _____

CITY OF EL PASO DE ROBLES

By: _____

Title: _____

Date: _____

Attest: _____

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

By: _____
Iris Yang

EXHIBIT “A”
SETTLEMENT AGREEMENT

[To be attached behind this cover page]

SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Release”) is entered into by and between Russell Peterson, an individual (“Peterson”), Suzanne Smiley, an individual (“Smiley”), collectively, “Plaintiffs” and the City of Paso Robles (the “City”). This Release applies exclusively to the agreement between the parties concerning the settlement of Plaintiffs’ claims for monetary relief, including statutory, compensatory and personal injury damages, attorneys’ fees, litigation expenses and costs.

RECITALS

This Release is based on the following facts:

A. On March 9, 2009, Plaintiffs filed their Complaint in the United States District Court for the Central District of California, titled *Peterson, et al. v. City of Paso Robles*, Case No.: 10-CV-01705-PA-(MANx) (the “Litigation”).

B. Plaintiffs alleged in the Litigation that Defendant violated state and federal civil rights laws, statutes and regulations by failing to make its programs, services and activities readily accessible to and usable by persons with disabilities and sought to enforce provisions of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101, *et seq.*, California Civil Code §§ 51, 54 and 54.1, and Government Code §§ 4450 and §11355, against the City.

C. The City denies all of the allegations in the Litigation, and by entering into the respective Consent Judgment and Order and this Release, specifically do not admit liability to, nor the existence of, any of the violations alleged in the Litigation.

D. After extensive review, evaluation, investigation and negotiation, and in order to avoid the costs, expense, and uncertainty of protracted litigation, the parties reached agreement on the Plaintiffs’ claims for injunctive relief as to the City, as set forth in the Consent to Judgment and (Proposed) Order in the form attached hereto as Exhibit 1 and incorporated herein by this reference (the “Consent Judgment and Order”).

E. The parties also reached an agreement to settle all of Plaintiffs’ claims for monetary relief against the City, and agree that this Release satisfies all of Plaintiffs’ claims for monetary relief including, but not limited to, statutory compensatory and personal injury damages, attorneys’ fees and costs as to these parties.

TERMS OF AGREEMENT

The parties agree to the above and the following:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Release of All Claims: The City and Plaintiffs shall execute this Release, which sets forth the terms of the payment of the monetary relief sought by Plaintiffs, including statutory, compensatory and personal injury damages, attorneys' fees and costs. The City shall then have the obligation to fund the Settlement Funds (as hereinafter defined).

3. Payment of Settlement Funds: No later than the end of business on December 30, 2010 after execution of this Release by all Parties, the City shall pay to Plaintiffs and their counsel the amount of \$850,000 (the "Settlement Funds"). Payment shall be made by check to "Barbosa, Metz & Harrison, LLP Client Trust Account."

4. Mutual Releases: Except for the obligations under this Release, and the Consent Judgment and Order, each Party to this Release separately and collectively, hereby releases and forever discharges each other, and the others' officers, directors, agents, insurers, employees, servants, attorneys, predecessors, successors and assigns, affiliates, related entities (the "Releasces"), from any and all claims, demands, grievances, liabilities, debts, accounts, obligations, costs, expenses, liens, claims for attorneys' fees, actions or causes of action, of every kind and nature whatsoever, existing as of the date of this Release, whether known or unknown, anticipated or not, suspected or not, arising directly and/or indirectly from or directly and/or indirectly connected to the Litigation.

5. Waiver of Civil Code section 1542: The Parties acknowledge that they are familiar with and have been advised by an attorney with respect to the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties each separately acknowledge that they may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to additional damages, losses fees, costs or expenses in the future. Nevertheless, each of the Parties separately acknowledge that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses and acknowledge and waive said claims arising out of the Litigation. THE PARTIES EACH SEPARATELY WAIVE ANY AND ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE STATUTE OR LAW OF SIMILAR EFFECT.

6. Releases Effective Upon Subsequent Discovery of Existing Facts: The Parties separately and collectively acknowledge and agree that if they later discover facts in addition to, or different from, those which they either now know or believe to be true with respect to the subject matter of this Release, that it is each Party's intention to still fully and finally settle, release and forever discharge all of the claims that are released and discharged by this Release. The releases herein shall be, and shall remain, in effect as full and completed releases,

notwithstanding the discovery or existence of any such additional or different facts. The Parties accept and assume the risk that such facts may be additional or different from the facts now known or believed to be true and each agrees that the releases herein shall remain in all respects effective and shall not be subject to termination or rescission by reason of any such additional or difference in fact.

7. Severability: If any term of this Release is determined by any court to be unenforceable, the other terms of this Release shall nonetheless remain in full force and effect.

8. Non-Assignment: Each Party to this Release hereby represents and warrants that each such Party has not heretofore assigned or transferred, or purported to assign or transfer, to any person whomsoever any of the claims, demands, grievances, liabilities, debts, accounts, obligations, costs, expenses, liens, actions or causes of action released by this Release. Each Party to this Release further agrees to indemnify and hold harmless any other Party from and against the assertion by any third party of any such claims, demands, grievances, liabilities, debts, accounts, obligations, costs, expenses, liens, actions or causes of action, including reasonable attorneys' fees and costs incurred, arising out of or in connection with any such assignment or transfer by such Party.

9. Authority: Each Party to this Release hereby represents and warrants that each such Party executing this Release on behalf of a legal entity warrants that he or she holds the position indicated beneath his or her signature and that he or she has been duly authorized by said legal entity to execute this Release on its behalf.

10. Independent Advice: Each Party to this Release acknowledges and agrees that such Party has been represented throughout the negotiation and documentation of this Release by attorneys of the Party's choice and has been advised by such attorneys with respect to this Release and the effect of the releases given in this Release. Each Party to this Release further acknowledges and agrees that such Party has read this Release, knows the contents and effect of this Release and, in executing this Release, has relied solely on the Party's own judgment, belief and knowledge and the advice and recommendations of the Party's attorneys, concerning this Release, and has not been induced to enter into this Release by any representation or statement of any other Party not expressly contained in this release.

11. Successors and Assigns: This Release shall be binding upon and shall inure to the benefit of the Parties to this Release, the Releasees, and their respective agents, representatives, heirs, spouses, successors, and assigns.

12. Integration; Conditions Precedent: This Release has no force or effect, and is neither binding nor enforceable, even if signed by one or more Parties, unless and until the Release has been fully executed by all Parties and delivered to counsel for the Parties. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party to any other Party with respect to the subject matter of this Release. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived,

merged in this Release and suspended by it.

13. No Admission of Liability: Each Party acknowledges and agrees that this Release accomplishes the compromise of disputed claims and is not intended to constitute an admission of liability, wrongdoing or error on the part of any Party or their respective employees, agents, attorneys, representatives, or parent, subsidiary or affiliated companies. Any liability, wrongdoing or error is expressly denied by each Party to this Release.

14. Additional Documents: In addition to the documents to be delivered as provided in this Release, each of the Parties agrees to promptly execute and deliver such additional documents and take such other action as may be reasonably required to carry out the terms of this Release.

15. Titles and Captions: Titles and captions contained in this Release are inserted as a matter of convenience and for reference, and are not intended and shall not be construed to define, limit, extend or otherwise describe the scope of this Release or any provision of this Release.

16. Modification and Amendment: No modification or amendment of any of the terms or provisions of this Release shall be binding upon any Party to this Release unless made in writing and signed by such Party or by a duly authorized representative or agent of such Party.

17. Governing Law: This Release shall be governed by and construed in accordance with the laws of the State of California .

18. No Construction: No Party to this Release or such Party's attorney shall be deemed to be the drafter of this Release for purposes of interpreting or construing any of the provisions of this Release. This Release shall be interpreted in accordance with the fair meaning of its language and not strictly for or against any of the Parties to this Release.

19. Execution in Counterparts: This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same document. Facsimile signatures shall be considered as binding as original signatures.

20. Effective Date. This Release shall become effective immediately following execution by all of the Parties on the latest date appearing below.

21. Admissibility: Notwithstanding the provisions of Article 4 of this Release, this Release shall be admissible and enforceable, and the provisions of California Evidence Code § 1119, *et seq.*, pertaining to the admissibility of writings prepared pursuant to a mediation, shall not apply to this Release in any proceeding related to the enforcement of this Release.

22. Indemnity: The City makes no representations or warranties concerning the tax status of the Settlement Funds. Any characterization for tax purposes of such payment thereafter

is solely the responsibility of Plaintiffs and/or their attorneys and/or other advisors. Plaintiffs acknowledge and agree that they each shall solely be responsible to pay all applicable taxes, both Federal and State that may accrue as a result of the payment to them through the Settlement Funds. Plaintiffs agree not to seek reimbursement, or make a claim against the the City for any loss, costs, damage or expense if a claim or adverse determination is made by any State or Federal taxing authority in connection with the non-withholding or other tax treatment of any of the proceeds received by Plaintiffs under the terms of this Agreement. Plaintiffs understand and agree that the City has no duty to defend against any claim or adverse determination made by any State or Federal taxing authority in connection with the non-withholding or other tax treatment of the proceeds received by Plaintiffs under the terms of this Release and Plaintiffs agree to assume full responsibility for defending against any such claim or adverse determination.

IN WITNESS THEREOF, the following have signed this Release on the dates indicated below:

PLAINTIFFS:



 RUSSELL PETERSON

Date: 16 DEC 10



 SUZANNE SMILEY

Date: 12/16/10

DEFENDANT:

 JAMES L. APP,
 City Manager

Date: _____

is solely the responsibility of Plaintiffs and/or their attorneys and/or other advisors. Plaintiffs acknowledge and agree that they each shall solely be responsible to pay all applicable taxes, both Federal and State that may accrue as a result of the payment to them through the Settlement Funds. Plaintiffs agree not to seek reimbursement, or make a claim against the the City for any loss, costs, damage or expense if a claim or adverse determination is made by any State or Federal taxing authority in connection with the non-withholding or other tax treatment of any of the proceeds received by Plaintiffs under the terms of this Agreement. Plaintiffs understand and agree that the City has no duty to defend against any claim or adverse determination made by any State or Federal taxing authority in connection with the non-withholding or other tax treatment of the proceeds received by Plaintiffs under the terms of this Release and Plaintiffs agree to assume full responsibility for defending against any such claim or adverse determination.

IN WITNESS THEREOF, the following have signed this Release on the dates indicated below:

PLAINTIFFS:

RUSSELL PETERSON

Date: _____

SUZANNE SMILEY

Date: _____

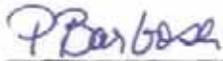
DEFENDANT:


JAMES L. APP,
City Manager

Date: 12-16-10

APPROVED AS TO FORM:

BARBOSA, METZ & HARRISON, LLP



PATRICIA BARBOSA
Attorney for Plaintiffs

Date: 12/16/10

BARBER & BAUERMEISTER



JOHN BARBER
Attorney for Defendant

Date: 12/16/10

BEST BEST & KRIEGER

IRIS P. YANG
Attorney for Defendant

Date: _____

APPROVED AS TO FORM:

BARBOSA, METZ & HARRISON, LLP

PATRICIA BARBOSA
Attorney for Plaintiffs

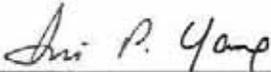
Date: _____

BARBER & BAUERMEISTER

JOHN BARBER
Attorney for Defendant

Date: _____

BEST BEST & KRIEGER



IRIS P. YANG
Attorney for Defendant

Date: 12/16/10

EXHIBIT “B”
CONSENT DECREE

[To be attached behind this cover page]

1 PATRICIA BARBOSA, Esq. (SBN 125865)
 2 JORDON METZ, Esq. (SBN 167355)
 3 BARBOSA, METZ, & HARRISON, LLP
 4 17547 Ventura Blvd., Suite 310
 5 Encino, CA 91316
 6 Tel: (818) 386-1200
 Fax: (818) 386-1212
 PBarbosa@bmihlaw.com
 JMetz@bmihlaw.com

7 Attorneys for Plaintiffs, RUSSELL PETERSON and SUZANNE SMILEY

8 (Appearances continued on next page)
9

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA
 12

13 RUSSELL PETERSON *et al*,

14 Plaintiff,

15 vs.

16 CITY OF PASO ROBLES *et al*,

17 Defendants.
18
19
20
21
22
23
24
25
26
27

) Case No.: 10-cv-01705-PA (MANx)

) Civil Rights

) *Assigned to Honorable Percy Anderson,*
) *Judge presiding*

) **CONSENT DECREE AND**
) **[PROPOSED] ORDER FOR**
) **SETTLEMENT OF PLAINTIFFS'**
) **CLAIMS FOR INJUNCTIVE RELIEF**
) **UNDER TITLE II OF THE ADA**

) **[Concurrently filed with the [Proposed]**
) **Order on Consent Decree for Settlement**
) **of Plaintiffs' Claims for Injunctive Relief**
) **Under Title II of the ADA]**

) Trial Date: January 18, 2011
) Place: 312 N. Spring Street
) Courtroom 15
) Los Angeles, CA

1 JOHN C. BARBER, ESQ. (SBN# 70069)
2 **LAW OFFICES OF BARBER & BAUERMEISTER**
3 1551 N. Tustin Avenue, Suite 720
4 Santa Ana, CA 92705
5 Attorney for Defendant, City of Paso Robles
6 Telephone No.: (714) 973-1075
7 Facsimile No.: (714) 973-1670
8 Email: jbarberesq@jcbarberlaw.com

9 IRIS P. YANG, ESQ. (SBN #106999)
10 KIMBERLY E. HOOD (SBN # 229195)
11 **BEST BEST & KRIEGER LLP**
12 400 Capitol Mall, Suite 1650
13 Sacramento, CA 95814
14 Attorney for Defendant, City of Paso Robles
15 Telephone No.: (916) 551-2826
16 Facsimile No.: (916) 325-4010
17 Email: iris.yang@bbklaw.com
18 Email: kimberly.hood@bbklaw.com

19
20
21
22
23
24
25
26
27
28 Attorneys for Defendant, CITY OF PASO ROBLES

1 **I. SUMMARY OF PLAINTIFFS' ALLEGATIONS**

2 Plaintiffs RUSSELL PETERSON and SUZANNE SMILEY ("Plaintiffs") filed
3 their Complaint against the CITY OF PASO ROBLES ("Defendant"), (collectively
4 the "Parties"), on March 9, 2010, to enforce provisions of Title II of the Americans
5 with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 *et seq.*, Section 504 of the
6 Rehabilitation Act of 1973, California Government Code §§ 11135 and 4450 *et seq.*,
7 and California Civil Code §§ 51, 54 and 54.1. Plaintiffs allege they are both
8 qualified individuals with mobility disabilities, who are physically disabled within the
9 meaning of both state and federal civil rights laws and statutes and who require the
10 use of a wheelchair and scooter, respectively, for mobility. Plaintiffs allege that they
11 have been denied "full and equal" access to portions of the main commercial and
12 business sections of the City of Paso Robles by Defendant due to its failure to comply
13 with its obligations under Title II of the ADA that it operate each of its programs,
14 services and activities in a readily accessible manner for persons with mobility
15 disabilities. Plaintiffs allege that Defendant has violated Title II of the ADA and
16 California civil rights laws and statutes by failing to ensure that the curbs, streets,
17 sidewalks, on-street parking, walkways, City Park facilities, public transportation,
18 services and accommodations are available to mobility disabled persons in a readily
19 accessible and usable manner. Plaintiffs further allege that Defendant violated Title
20 II of the ADA and California civil rights laws and statutes by failing to reasonably
21 modify their procedures, policies and practices so that each of their programs,
22 services and activities are operated in a manner that is readily accessible to persons
23 with physical disabilities.

24 **II. DEFENDANT'S DENIAL AND NO ADMISSION OF LIABILITY**

25 Defendant denies Plaintiffs' allegations. However, the Parties have agreed to
26 enter into this Consent Decree and concurrently filed [Proposed] Order to resolve all
27 of Plaintiffs' claims for injunctive relief raised in their Complaint. The Parties agree

28 **CONSENT DECREE FOR SETTLEMENT OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF UNDER TITLE
II OF THE ADA**

Case No.: 10-CV-01705-PA-MAN
82480.00029\5746074.2

1 that settlement of these matters is in the public interest and that entry of the
2 concurrently filed [Proposed] Order is the most appropriate means of resolving
3 Plaintiffs' claims for injunctive relief. Accordingly, the Parties agree to the entry of
4 the concurrently filed [Proposed] Order without trial or adjudication of any issues of
5 fact or law concerning Plaintiffs' claims for injunctive relief. The Parties agree that
6 Plaintiffs' claims for monetary damages and reasonable attorneys' fees, litigation
7 expenses and costs will either be the subject of another negotiated Consent Decree
8 and concurrently filed [Proposed] Order between the Parties, or will be decided
9 through trial and/or motion to the Court.

10 **III. JURISDICTION AND VENUE**

11 The Parties hereby stipulate and agree that this Court has subject matter
12 jurisdiction of this action pursuant to 28 U.S.C. § 1331 for alleged violations of
13 Section 504 of the Rehabilitation Act of 1973 and of the Americans with Disabilities
14 Act of 1990, 42 U.S.C. § 12101 *et. seq.* Pursuant to supplemental jurisdiction,
15 attendant and related causes of action, arising from the same facts also brought under
16 California law, including, but not limited to, violations of California Government
17 Code §§ 4450 *et seq.*; California Code of Regulations, Title 24; and California Civil
18 Code §§ 51, 54, and 54.1. Under the doctrine of supplemental jurisdiction, this Court
19 has jurisdiction over Plaintiffs' claims arising under California state law.

20 Venue is proper in the Central District of California, the judicial district in
21 which the claims have arisen, pursuant to 28 U.S.C. § 1391(b).

22 WHEREFORE, the Parties, in exchange for a mutual release and waiver of all
23 of Plaintiffs' claims for injunctive relief, hereby agree and stipulate to the Court's
24 entry of this Consent Decree and concurrently filed [Proposed] Order, which provides
25 as follows:

26 **IV. SETTLEMENT AND RELEASE OF ON-GOING LITIGATION**

27 This Consent Decree and concurrently filed [Proposed] Order shall be a full,

1 complete and final disposition and settlement of all of Plaintiffs' claims for injunctive
2 relief as set forth in Plaintiffs' Government Claims and Complaint, filed in this
3 matter. The Parties agree, in exchange for a mutual release and waiver of all claims
4 for injunctive relief, to the entry of the concurrently filed [Proposed] Order without
5 trial or further adjudication of any issues of fact or law concerning Plaintiffs' claims
6 for injunctive relief. The Parties further agree that the Plaintiffs' monetary claims
7 for statutory, compensatory and personal injury damages, and for attorneys' fees,
8 litigation expenses and costs, will be the subject of another negotiated Consent
9 Decree and concurrently filed [Proposed] Order, or will be resolved through a trial
10 and/or motion to the Court. The Parties jointly request that, following entry of the
11 concurrently filed [Proposed] Order set forth herein, the Court enter final judgment
12 dismissing with prejudice all claims for injunctive relief filed by Plaintiffs against
13 Defendant, with the Court retaining jurisdiction to enforce the concurrently filed
14 [Proposed] Order.

15 The Court shall retain jurisdiction of this action to enforce provisions of the
16 Consent Decree and concurrently filed [Proposed] Order for five (5) years from the
17 date of the Court's filing of the concurrently filed [Proposed] Order, or ninety (90)
18 days following notice by Defendant to Plaintiffs' counsel that all of the terms of this
19 Agreement have been completed, whichever is latest.

20 **V. INJUNCTIVE RELIEF**

21 Defendant agrees and stipulates to provide the injunctive relief set forth in
22 Attachments A and B, which are all the terms of the settlement of Plaintiffs' claims
23 for injunctive relief. Said Attachments A and B are hereby incorporated by
24 reference as if fully set forth herein as the full and complete agreement between the
25 Parties for settlement of all of Plaintiffs' claims for injunctive relief as requested in
26 Plaintiffs' Complaint.

27

28

1 **VI. NOTICE, REPORTING, AND MONITORING REQUIREMENTS**

2 In the event that Defendant determines that any of the corrective work set forth
3 in **Attachments A and B** cannot be made to comply with relevant California and
4 ADA specifications and standards, Defendant will provide Plaintiffs with a written
5 explanation of the determination within thirty (30) days of making each such
6 determination and allow Plaintiffs forty-five (45) days to review any reports or
7 evaluation of non-feasibility to make alternative recommendations for corrective
8 work. In the event the Parties cannot agree on a specific renovation, either party may
9 seek the Court's assistance, as set forth in paragraph 10 of **Attachment A**, to
10 determine the corrective work to be done in the case of a determination by the Court
11 that the agreed upon work is "infeasible" or may be provided by alternate means that
12 provide equivalent facilitation as provided for in Department of Justice regulations
13 and California Code of Regulations Title 24-2. The Court's determination will be
14 binding on either party and cannot be appealed. Within fifteen (15) days of the
15 completion of each phase of the corrective work, Defendant shall provide Plaintiffs'
16 attorneys with written notice that Defendant has fully implemented all action required
17 under each phase of this Consent Decree. Within fifteen (15) days of the dates set
18 forth for completion of all work set forth in the concurrently filed [Proposed] Order,
19 Defendant shall provide Plaintiffs' attorneys with written notice that Defendant has
20 fully implemented all actions required.

21 **VII. ENTIRE CONSENT DECREE AND CONCURRENTLY FILED**
22 **[PROPOSED] ORDER**

23 This Consent Decree and **Attachments A and B** constitute the entire
24 agreement between the Parties on Plaintiffs' claims for injunctive relief as stated in
25 their Complaint and no other statement, promise, or agreement, either written or oral,
26 made by any of the Parties or agents of any of the Parties, that is not contained in this
27 written Consent Decree, **Attachments A and B**, shall be enforceable regarding the

28 **CONSENT DECREE FOR SETTLEMENT OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF UNDER TITLE
II OF THE ADA**

Case No.: 10-CV-01705-PA-MAN
82480.00029\5746074.2

1 matters raised herein.

2 **VIII. PUBLIC DOCUMENT**

3 This Consent Decree and concurrently filed [Proposed] Order is a public
4 document. A copy of this document, and any information contained herein, may be
5 made available to any person.

6 **IX. CONSENT DECREE AND [PROPOSED] ORDER BINDING ON**
7 **PARTIES AND SUCCESSORS**

8 This Consent Decree and concurrently filed [Proposed] Order shall be binding
9 on Plaintiffs RUSSELL PETERSON and SUZANNE SMILEY and Defendant CITY
10 OF PASO ROBLES in this action and any successor in interest to Plaintiffs and
11 Defendant. Each Party has a duty to so notify each such successor in interest of the
12 existence and terms of this Consent Decree and concurrently filed [Proposed] Order
13 during the period of the Court's jurisdiction of this Consent decree and concurrently
14 filed [Proposed] Order.

15 **X. MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542**
16 **AS TO ALL OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF**

17 Each of the Parties to this Consent Decree understands and agrees that there is
18 a risk and possibility that, subsequent to the execution of this Consent Decree, any or
19 all of them will incur, suffer, or experience some further loss or damage with respect
20 to this lawsuit which are unknown or unanticipated at the time the Consent Decree is
21 signed and the concurrently filed [Proposed] Order is entered. Except for all
22 obligations required in this Consent Decree and concurrently filed [Proposed] Order,
23 the Parties intend that this Consent Decree and concurrently filed [Proposed] Order
24 apply to all conditions that existed at the subject buildings, structures, streets,
25 parking, sidewalks, curbs, sanitary facilities and related public facilities, as well as all
26 practices of the Defendant as alleged in the Complaint up to the date of entry of this
27 Consent Decree and concurrently filed [Proposed] Order by the Court. Therefore,

28 **CONSENT DECREE FOR SETTLEMENT OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF UNDER TITLE
II OF THE ADA**
Case No.: 10-CV-01705-PA-MAN
82480.0002915746074.2

1 except for all such obligations required in this Consent Decree and concurrently filed
2 [Proposed] Order, this mutual release and waiver of claims shall apply to and cover
3 all claims, demands, actions, and causes of action (including the cause of action
4 brought under California Civil Code §§ 51 and 54 *et seq.*, for alleged violation of
5 California Government Code §§ 4450 *et seq.*) by the Parties with respect to the
6 injunctive relief sought in this lawsuit, whether the same are known, unknown or
7 hereafter discovered or ascertained, and the provisions of section 1542 of the
8 California Civil Code are hereby expressly waived. Section 1542 of the California
9 Civil Code provides as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO
11 CLAIMS WHICH THE CREDITOR DOES NOT KNOW
12 OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
13 THE TIME OF EXECUTING THE RELEASE, WHICH IF
14 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
15 AFFECTED HIS OR HER SETTLEMENT WITH THE
16 DEBTOR.

17 **XI. TERM OF THE CONSENT DECREE AND CONCURRENTLY FILED**
18 **[PROPOSED] ORDER**

19 This Consent Decree and concurrently filed [Proposed] Order shall be in full
20 force and effect once approved by the Court. In accordance with the provisions of 28
21 U.S.C. § 636(c) and Federal Rules of Civil Procedure, Rule 73, the Parties voluntarily
22 consent to have the Court conduct any and all further proceedings in this case
23 pursuant to the terms set forth, regarding any questions of fact or law arising from the
24 enforcement of any provisions of the concurrently filed [Proposed] Order, including,
25 but not limited to, breach of terms of this Consent Decree and feasibility of repair or
26 corrective work, unless specific deviations are set forth herein. Details of the dispute
27 resolution process are set forth in paragraph 10 of Attachment A. The Parties agree

28 **CONSENT DECREE FOR SETTLEMENT OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF UNDER TITLE
II OF THE ADA**

Case No.: 10-CV-01705-PA-MAN
82480 000295746074.2

1 that the Court will retain jurisdiction to enforce the provisions of this Consent Decree
2 and concurrently filed [Proposed] Order. The work contemplated under this Consent
3 Decree and concurrently filed [Proposed] Order is to be completed within five (5)
4 years of the Court's entry of the Order, with the timetable set forth in Attachment A.
5 Defendant will give Plaintiffs' counsel written notice within fifteen (15) days of
6 completing all of the corrective work contemplated by this Consent Decree and
7 concurrently filed [Proposed] Order. The Court will retain jurisdiction for an
8 additional ninety (90) days to allow Plaintiffs to seek enforcement of this Consent
9 Decree and concurrently filed [Proposed] Order in the event Plaintiffs do not agree
10 that all of the work has been completed in compliance with this Consent Decree and
11 concurrently filed [Proposed] Order.

12 The Parties agree that the items of injunctive relief, as set forth in Attachments
13 A and B, are meant to be permanent changes and may be enforced by Plaintiffs.

14 **XII. SEVERABILITY**

15 If any terms of this Consent Decree and concurrently filed [Proposed] Order
16 are determined by any court to be unenforceable, the remaining terms of this Consent
17 Decree and concurrently filed [Proposed] Order shall nonetheless remain in full force
18 and effect.

19 **XIII. COUNTERPARTS**

20 This Consent Decree may be signed in counterparts by the Parties and shall be
21 valid and binding on each Party as if fully executed all on one copy.

22 ///

23 ///

24 ///

25 ///

26 ///

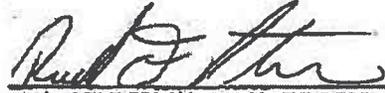
27 ///

28

1 **XIV. SIGNATORIES BIND PARTIES**

2 Each signatory on behalf of each party represents that he or she is authorized to
3 bind each such party to this Consent Decree and concurrently filed [Proposed] Order.

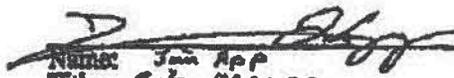
4
5 Dated: 15 NOV, 2010


6 Plaintiff, RUSSELL PETERSON

7
8 Dated: Nov. 15, 2010


9 Plaintiff, SUZANNE SMILEY

10
11 Dated: Nov. 12, 2010


12 Name: Jim App
13 Title: City Manager
14 Defendant, CITY OF PASO ROBLES

15 APPROVED AS TO FORM:

16
17 Dated: Nov 15, 2010

18 BARBOSA, METZ, & HARRISON, LLP

19
20 By: 
21 PATRICIA BARBOSA, Esq.
22 Attorneys for Plaintiffs, SUZANNE SMILEY
23 AND RUSSELL PETERSON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2010

**LAW OFFICE S OF BARBER &
BAUERMEISTER**

/s/
JOHN C. BARBER, ESQ.
Attorneys for Defendant, CITY OF PASO
ROBLES

Dated: _____, 2010

BEST BEST & KRIEGER LLP

IRIS P. YANG, ESQ.
Attorneys for Defendant, CITY OF PASO
ROBLES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2010

**LAW OFFICE S OF BARBER &
BAUERMEISTER**

JOHN C. BARBER, ESQ.
Attorneys for Defendant, CITY OF PASO
ROBLES

Dated: Nov. 12, 2010

BEST BEST & KRIEGER LLP



IRIS P. YANG, ESQ.
Attorneys for Defendant, CITY OF PASO
ROBLES

**CONSENT DECREE FOR SETTLEMENT OF PLAINTIFFS' CLAIMS FOR INJUNCTIVE RELIEF UNDER TITLE
II OF THE ADA**
Case No.: 10-CV-01705-PA-MAN
82480.0002915746074.2

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

For purposes of settlement of the civil case entitled *Russell Peterson, et. al. v. City of Paso Robles, et. al.* (Case No.: 10-cv-01705-PA (MANx)) the Parties agree on settlement of Plaintiffs' claims for injunctive relief, as set forth in the Consent Decree and this Attachment and Attachment B and concurrently filed [Proposed] Order in this matter. All of the corrective work agreed upon will be in compliance with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and California Code of Regulations, Title 24-2, applicable to the City of Paso Robles at the time this Consent Decree and concurrently filed [Proposed] Order is entered, unless specific deviations are agreed to herein.

INJUNCTIVE RELIEF AGREED TO BY THE CITY OF PASO ROBLES

MODIFICATION OF POLICIES AND PROCEDURES:

1. **Complaint Process:** Defendant will establish written complaint procedures to accept complaints regarding disabled access and/or discriminatory policies for the public, as they pertain to City facilities and/or programs and a process by which the complaints are investigated and a determination is made to provide reasonable accommodations, if necessary or warranted. Such determinations may include moving a City-sponsored event or meeting to an accessible location in lieu of barrier removal; removal of architectural barriers if necessary; providing programmatic access by alternate means when appropriate; or providing the complainant with a written determination that the complaint is not valid and that no action will be taken. These procedures will be in writing and copies of these procedures will be provided to City personnel who have contact with the public and placed on the City's website for downloading. The City will also accommodate persons who cannot, due to a disability, fill out a complaint form, by filling out their complaint forms. This written policy will be implemented no later than March 31, 2011. Defendant will provide Plaintiffs' counsel with a copy of the proposed policies no later than February 28, 2011. Plaintiffs' counsel will have an opportunity to provide input for the proposed policies prior to their implementation.

2. **Transportation Issues:** Defendant will require their current transportation provider First Transit, as well as any future transportation provider, to establish a written policy to provide its transportation services to persons

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

using mobility devices, including procedures for using the bus lifts to transport persons using scooters. The City will cause two personal scooters to be purchased for Ms. Smiley that will both be (i) of a size and dimension, acceptable to Ms. Smiley and (ii) able to fit safely on the lifts installed on City public buses, and further will implement written procedures to ensure that scooter users have nondiscriminatory access to City transit services. The written procedures shall include having the driver notify the passenger that his/her scooter may be lifted onto the bus separately. Where necessary or upon request, the bus driver shall assist individuals with disabilities with the use of the securement system, ramp or lift. If it is necessary for the bus driver to leave his/her seat to assist the individual, he or she will do so. The passenger may then be seated in the scooter or in a seat. The reverse procedure is to be used when such passengers disembark from the bus. Plaintiffs' counsel will be provided with a proposed draft of the written procedures no later than February 28, 2011, and the City shall implement the policy by March 31, 2011. The two (2) scooters will be provided to Ms. Smiley by the time the policy is implemented. Plaintiffs' counsel will have an opportunity to provide input for the proposed written policies and procedures.

3. Temporary Accessible Parking During Special Events: If a special City-sponsored/approved event would temporarily preclude the use of designated accessible on-street parking spaces on a street adjacent to City Park, Defendant shall establish an equal number of temporary designated accessible parking spaces within a reasonable distance of City Park during such event.

4. Compliance with Future Construction of Curbs, Sidewalks and Ramps: The proposed barrier removal for curbs, sidewalks and ramps, will be in compliance with applicable ADAAG and Title 24-2 standards and is intended to be a permanent change of procedures for the installation of disabled access at Defendant's pedestrian paths of travel within the City of Paso Robles. Defendant will update its sidewalk and ramp construction inspection program for future construction projects to ensure that newly constructed or altered curb ramps and sidewalks meet the standards for accessibility pursuant to ADAAG and California building code specifications. Defendant will utilize the written inspection forms attached

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

here as **Exhibit 1**, and incorporated herein by reference. In the event Defendant wishes to utilize a different inspection form, Defendant must provide Plaintiffs' counsel with a copy of the proposed inspection form within sixty (60) days of the Court's entry of the concurrently filed [Proposed] Order, for counsel to review. In the event that Plaintiffs believe that the forms are insufficient, Plaintiffs' counsel will provide a written objection within twenty (20) days. In the event the parties are unable to resolve the adequacy of the forms, either party may seek the Court's review. This policy will be implemented no later than one hundred fifty (150) days after the Court's entry of the concurrently filed [Proposed] Order, unless Plaintiffs challenge Defendant's new policy within one hundred forty (140) days of the Court's entry of the concurrently filed [Proposed] Order. In the event the requirements either of the ADAAG or the California Building Code are revised such that they conflict with the specifications in the inspection forms, the provisions of the ADAAG or California Building Code, as applicable, shall control.

BARRIER REMOVAL

This Consent Decree and concurrently filed [Proposed] Order limits Defendant to barrier removal of the barriers identified in Plaintiffs' Expert Disclosures, the relevant portion of which is attached to the Consent Decree as Attachment B, and incorporated by reference as if fully set forth herein, and attached as a CD. The location and description of the barriers to be removed are identified in **Attachment B**.

If Defendant determines that (1) compliance with the building standards would make the specific work as required under the Consent Decree, and/or **Attachments A and B** infeasible and (2) it is also infeasible pursuant to the factors for an unreasonable hardship exception pursuant to Title 24-2, then Defendant will provide Plaintiffs' counsel details of any finding of unreasonable hardship associated with the terms of this Consent Decree and explain how the alternative access provides equivalent facilitation and protections for disabled persons. If an agreement cannot be reached regarding whether an unreasonable hardship exists, or whether the alternate access provides equivalent facilitation, the issue will be

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

determined by the Court under the dispute resolution provisions of **Attachment A** to the Consent Decree.

1. **Curb ramps:** Defendant will install, renovate and/or alter curb ramps to remove barriers identified in **Attachment B** to comply with ADAAG and Title 24-2 standards.
2. **Sidewalks:** Defendant will install, renovate and/or alter the sidewalks identified in **Attachment B** to comply with ADAAG and Title 24-2 standards so that they provide a continuous, unobstructed way for persons using mobility devices to access and safely use the sidewalks and walkways along Spring Street from 1st Street to 36th Street and the City Park.
3. **Crosswalks:** Defendant will install missing crosswalks and/or remove crosswalk barriers as described in Attachment B and in accordance with the standards set forth in the Manual of Uniform Traffic Control Devices (“MUTCO”).
4. **Bus Stops:** Defendant will install, renovate and/or alter the bus stop pads identified in **Attachment B** to comply with ADAAG and Title 24-2 standards so that they provide an accessible path of travel from the sidewalk to the loading area for the buses along Spring Street from 1st Street to 36th Street and the City Park.
5. **24th Street Bridge:** The 24th Street Bridge is inaccessible and it is infeasible to renovate this bridge for access. Instead, Defendant will provide an alternate means of accessing Riverside Avenue from Spring Street without using the 24th Street Bridge. Defendant will evaluate and remove barriers either on 10th, 12th, 13th, 16th, or 21st Street to provide an accessible path of travel to Riverside Avenue, ensuring that the curb ramps and the sidewalks provide an accessible path of travel from Pine Street to Riverside Avenue, provided, however, that Defendant shall have no responsibility for altering the railroad crossing or any other facilities it does not own, control or maintain on such designated accessible path of travel. Defendant may, in its discretion, choose which street will provide such accessible path of travel. Defendant will install directional signage from the 24th Street Bridge

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

directing persons with disabilities to the accessible alternate path from Pine Street to Riverside Avenue.

6. Public Restrooms at City Park: Defendant shall construct new men's and women's restrooms in the City Park that include one accessible stall in each restroom. Until such time as the construction is completed, Defendant will continue to maintain at least one (1) accessible portable restroom in the City Park, reasonably approved by Plaintiffs' counsel. The new restrooms shall comply with ADA and California access standards for restroom facilities. Defendant will provide Plaintiffs' counsel with a proposed plan for the new restrooms when the City circulates its request for bids. The estimated schedule for the construction of the new restroom facilities is attached hereto as **Exhibit 2**.

7. On-Street Parking: Defendant will install and maintain two new (2) and maintain the existing four (4) accessible, on-street parking spaces to serve visitors to the City Park and the public accommodations surrounding the City Park. The designated accessible parking spaces may be located within the area defined by 14th Street to 10th Street, and Pine Street to Spring Street. The design for the designated accessible parking spaces shall be submitted to Plaintiffs' counsel for approval and will, to the maximum extent feasible, conform to the Access Board's guidelines for accessible on-street parking spaces as developed by the U.S. Access Board which can be located at "www.access-board.gov/provac/guide/PROWGuide.htm." The designated accessible parking spaces will have blue painted curbs and signs designated for use by persons with valid licenses or placards for disabled persons issued by the State of California, with information regarding enforcement and towing for improper use. All of the designated accessible on-street parking spaces will have an accessible path of travel to the nearest sidewalk through a curb ramp or access aisle, and will not require rolling behind cars that are not the disabled person's vehicle.

8. Timing For Corrective Work: Defendant will complete the work in stages as set forth below.

CONSENT DECREE AND ORDER: ATTACHMENT A

Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

- **Public Restrooms in the City Park:** Defendant will complete construction of the new restroom facilities within the time set forth in **Exhibit 2**.
 - **On-street Parking:** Defendant will complete corrective work to ensure that there are a total of six (6) designated accessible parking spaces to serve the City Park and the public accommodations surrounding the Park within six (6) months of the Court's entry of the concurrently filed [Proposed] Order.
 - **24th Street Bridge:** Defendant will designate and install an accessible path of travel to Riverside Avenue from Spring Street within eighteen (18) months of the Court's entry of the concurrently filed [Proposed] Order.
 - **Curb Ramps, Sidewalks and Crosswalks:** Defendant will complete corrective work to install and/or renovate curbs, sidewalks and crosswalks between 1st Street and 20th Street along Spring Street and adjacent to City Park, as identified in **Attachment B** to provide an accessible pedestrian path of travel on Spring Street within eighteen (18) months of the Court's entry of the concurrently filed [Proposed] Order. Defendant will use its best faith efforts to complete the second stage of barrier removal to provide an accessible path of travel on Spring Street from 20th Street to 36th Street as identified in **Attachment B**, within five (5) years of the Court's entry of the concurrently filed [Proposed] Order.
9. **Status Report of Work:** Defendant will provide Plaintiffs' counsel with a status report within one (1) year of the Court's entry of the concurrently filed [Proposed] Order summarizing the work completed, and any issues that need to be resolved regarding a request for unreasonable hardship exceptions. Within two (2) years of the Court's entry of the concurrently filed [Proposed] Order, Defendant will provide Plaintiffs' counsel with a status report on the completion of work and a list of any unfinished work and outstanding issues that must be resolved before completing any remaining barrier removal. Thereafter, Defendant will provide Plaintiffs' counsel annually thereafter with a status report until such work specified in this Consent Decree has been completed.

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

10. Procedures for resolving disputes: In the event that the Parties cannot agree on a repair and/or renovation plan, including the corrective work listed in **Attachment B**, on the basis that there is an unreasonable hardship exception under Cal. Government Code § 4451(f) and C.C.R. Title 24, Defendant will provide Plaintiff's counsel with a written request for an unreasonable hardship exception and the factors justifying alternate access within thirty (30) days of discovering the basis for an unreasonable hardship exception. Plaintiffs' counsel will respond in writing within thirty (30) days, accepting the proposed alternative work, or disputing the need for any deviations. The Parties have voluntarily consented to have the Court, or a designated magistrate agreed to by the Parties, attempt to resolve any disputes through mediation first, and seek a court order only after exhausting resolution through mediation. Plaintiffs' counsel may seek attorney's fees and costs in the event enforcement of the Consent Decree is required through mediation or court order and they prevail.

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

EXHIBIT 1

Inspection Forms

CITY OF _____ - P.R.O.W CURB-RAMP INSPECTION FORM DATE _____ PAGE 1

LOCATION: EW STREET _____ N/S STREET _____ CORNER _____

INSPECTOR _____ PHOTO #S _____ REGIONAL STANDARD # _____

ITEM	REQUIREMENT	Y E S	N O	CODE / STDS		DIMENSIONS / COMMENTS RECOMMENDATIONS (See Page 2 Or Attached Sheet for Additional Comments)
				CA	ADA	
1	Face Width—MIN 48" —			1127B.5.2	4.7.3	
2	Ramp Face Length —			—	—	
3	Surface Slope — MAX—8.33% - Check 3 Places			1127B.5.3	4.8.2	
	3A—6" off left edge					
	3B—Centerline					
	3C—6" off right edge					
4	Cross Slope — Check 3 Places—No Requirement			—	—	
	4A—12" from Top					
	4B—Centerline					
	4C—12" from Bottom					
5	Does ramp project into vehicle traffic lanes?			1127B.5	—	
6	Edge transitions flush & free of abrupt changes?			1127B.5.5	4.5.1	
7	Surface—Free of Cracks or Spelled Concrete?			1127B.5.5	—	
8	**Right Side Slope—MAX—10%			1127B.5.3	4.7.5	
	BOT 1/3—A—					
	TOP 1/3—B—					
9	**Left Side Slope—MAX—10%			1127B.5.3	4.7.5	
	BOT 1/3—A—					
	TOP 1/3—B—					
10	Dimension—Base of Flare at Curb—			—	—	
11	**Landing Depth — 48" MIN** Depth—			1127B.5.4	4.7.5	
12	Surface Slope — MAX 2.0% - Slope—			1127B.5.4	4.7.5	
13	Cross Slope — MAX 2.0% - Slope—			1127B.5.4	4.7.5	
14	12" grooved border along top & flared sides on "level" portion of walk-landing-approach.			1127B.5.6	—	
15	All parallel ramp—Size—W D					
16	No Lip at Bottom —Flush Transition to Gutter			1127B.5.3	4.7.2	
17	Slope of Gutter—MAX 5% - Slope—			1127B.5.3	4.7.2	
18	Gutter to Street Paving—Flush			1127B.5.3	4.7.2	

DEVELOPER / CONTRACTOR _____ CONTRACT / PERMIT _____
 CONCRETE CONTRACTOR _____ POUR DATE _____

CITY OF _____ - P.R.O.W. / CURB-RAMP INSPECTION FORM
 COMPLIANCE ASSESSMENT AND COMMENTS

ITEM	REQUIREMENT	Y E S	N O	CODE / STDS		DIMENSIONS / COMMENTS RECOMMENDATIONS (See Page 2 Or Attached Sheet for Additional Comments)
				CA	ADA	
19	Warning Strip extends full width / depth of ramp?			11278.5.7	4.7.7	
20	Strip Measurement, if not full Height—			11278.5.7	4.7.7	
21	COLOR— Color? Contrasting			11278.5.7	4.7.7	
22	Domes aligned-square grid pattern — c to c spacing (1.67" to 2.35")			11278.5.7	4.7.7	
23	Type— Concrete Metal Vinyl Vin-Relro			---	---	
24	Manufacturer— Model-			---	---	
**	If top landing is less than 48" Deep —Side Flares must be 8.33% or less -- See 8, 9 and 11.					

is curb ramp in full compliance with the Contract Drawings? YES NO
 Did Engineer or Architect modify drawing to suit site conditions? YES NO
 Explain Variations and Basis:

is the curb in full compliance with the Codes and Standards on Page 1? YES NO
 Explain Limitations, Variations and Mitigating Factors by Component and Item Number:

Action taken to correct deficiencies:

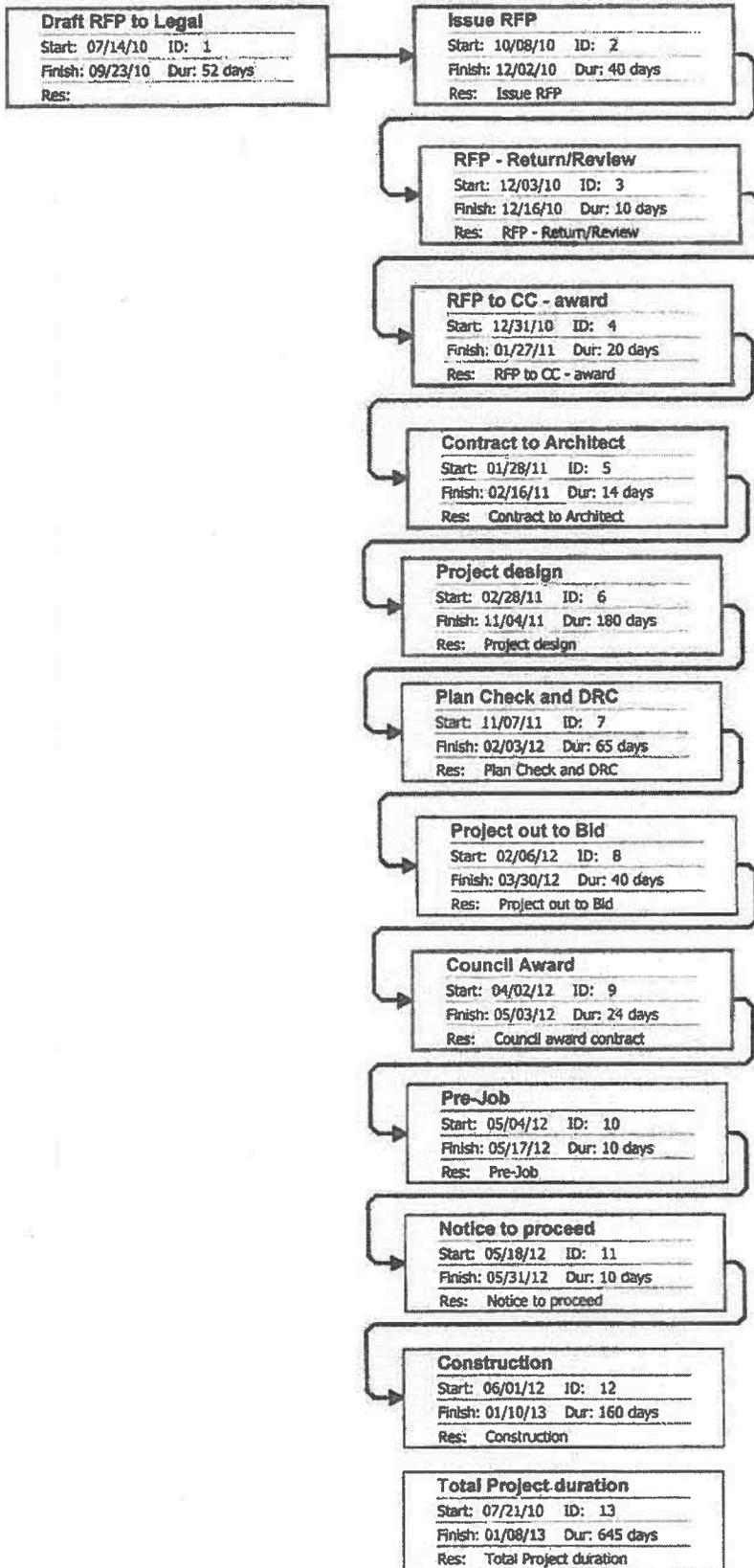
INSPECTOR _____
 REVIEWED BY _____
 COMPLETION DATE OF WORK _____

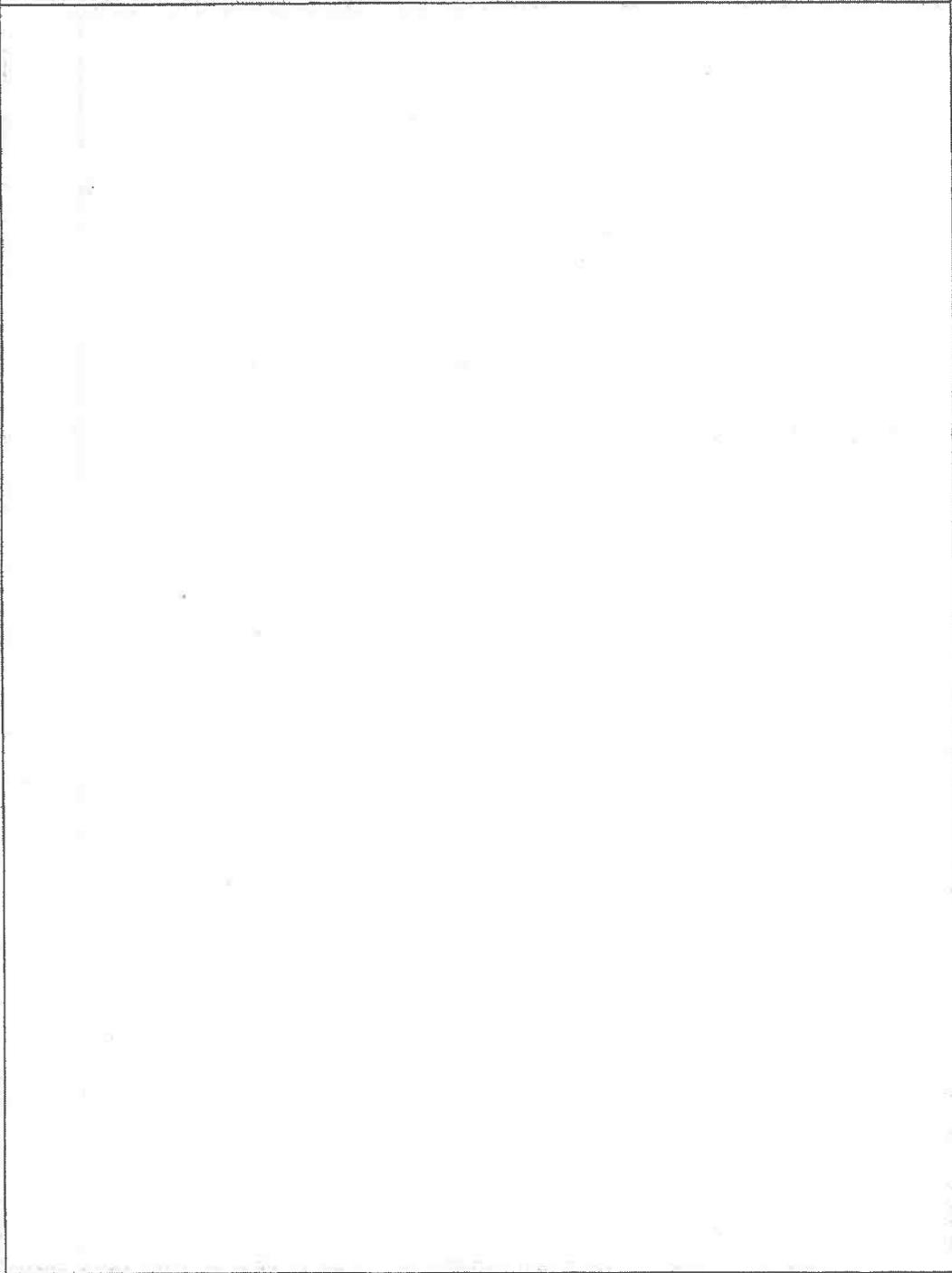
DATE _____
 DATE _____

CONSENT DECREE AND ORDER: ATTACHMENT A
Russell Peterson, et al v. City of Paso Robles, et al
U.S.D.C, Central District Case No.: 10-cv-01705-PA (MANx)

EXHIBIT 2

Restroom Construction Schedule





Project: Restroom Project (2) Date: Tue 11/09/10	Critical		Critical Marked	
	Noncritical		Marked	
	Critical Milestone		Critical External	
	Milestone		External	
	Critical Summary		Project Summary	
	Summary		Highlighted Critical	
	Critical Inserted		Highlighted Noncritical	
	Inserted			

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.001								
1.002	Spring and 1st Street- NE Corner	Slope -8.8%-9.0%. Cross Slope- 4.4%-7.0%. Flared side right- 13.2%. Slope in Bottom Landing- 9.0%. Cross slope in Upper landing- 7.4%. Cross Slope in Bottom Landing-6.0%. Upper landing 47" in Depth. Lower Landing- 25".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E4-E30
1.003	Spring and 1st Street-SW Corner	Cross Slope-3.3%. Flared Side Left- 12.5% Slope in Bottom Landing- 11.0%. Cross Slope in Bottom Landing-3.2%. Christi Box in Upper Landing. Light Pole Obstructs Path of Travel on Right.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W1-W12
1.004	Spring and 1st Street- NW Corner	Slope-12.3%. Slope in Upper Landing-2.6%. No Path of Travel in the Upper Landing, Blocked by Light Poles.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W13-W17
1.005	Spring and 2nd Street- SW Corner	Slope-10.9%-11.3%. Cross Slope- 2.7%. Flared Side Right-11.3%. Flared Side Left-16.1%. Upper Landing Cross Slope-2.8%. Upper Landing Depth-36 1/4".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W18-W32
1.006	Spring and 2nd Street- NW Corner	Slope- 11.1%-12.1%. Cross Slope- 3.1%. Flared Side Right-17.3%. Upper Landing Cross Slope-5.0%. Bottom Landing Slope- 7.7%. No Level Landings.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W33-W64
1.007	Spring and 3rd Street- SW Corner	Slope- 13.6%-15.3%. Flared Side Right-11.4%. Flared Side Left- 16.9%. Slope in Upper Landing- 3.5%. Cross Slope in Upper Landing- 3.2%. Upper Landing Depth- 36". Landing at Bottom- 11.9%. No Level Landings.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W65-W89

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.008	Spring and 3rd Street- NW Corner	Slope-12.3%. Cross Slope- 13.9%-16.5%. Flared Side Right-24.6%. Cross Slope at Upper Landing- 17.2%. Upper Landing Depth- 25 1/2". Landing at Bottom- 5.2%. Cross Slope in Bottom Landing- 11.6%. Lip at gutter- 5/8". Depth of Landing- 46 1/2". Slope at Bottom Landing- 7.6%. Depth of Bottom Landing- 24". No Continuous Path of Travel to Bus Stop. Cross Slope on Apron of 18.5%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W90-W117
1.009	Spring and 4th Street- NW Corner	Depth of Landing- 46 1/2". Slope at Bottom Landing- 7.6%. Depth of Bottom Landing- 24". No Continuous Path of Travel to Bus Stop. Cross Slope on Apron of 18.5%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W137-W145
1.010	Spring and 4th Street- SW Corner	Cross Slope- 2.8%-3.2%. Flared Side Right- 12.1%. Slope in Bottom Landing- 4.8%. Cross Slope in Bottom Landing- 3.2%. Depth of Bottom Landing- 25".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W118-W136
1.011	Spring and 4th Street- NE Corner	Slope in Bottom Landing- 5.8%. Depth of Bottom Landing- 25".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E79-E95
1.012	Spring and 4th Street- SE Corner	Cross Slope- 5.4%-5.5%. Slope at Upper Landing- 2.7%. Cross slope at Upper Landing- 6.6%. Slope at Bottom Landing- 5.1%. Cross Slope at Bottom Landing- 7.1%. Depth of Bottom Landing- 26".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E58-E78
1.013	Spring and 5th Street- NW Corner	Slope- 10.6%-11.8%. Cross Slope- 6.0%. Flared Side Right- 12.5%. Flared Side Left- 15.6%. Cross Slope at Upper Landing- 3.0%. Depth of Upper Landing- 32". No Path of Travel to Other Side.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W151-W162
1.014	Spring and 5th Street- SW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	W146-W150

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.015	Spring and 6th Street-NW Corner	Slope- 9.5%-11.4%. Flared Side Right- 12.8%. Slope in Upper Landing- 2.7%. Depth of Upper Landing- 33 1/2". Slope in Bottom Landing- 10.0%. Depth of Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W186-W200
1.016	Spring and 6th Street-SW Corner	Slope- 9.6%-9.7%. Cross Slope- 3.6%-4.4%. Slope in Upper Landing- 3.5%. Cross Slope in Upper Landing- 3.5%. Depth of Upper Landing- 12". Slope in Bottom Landing- 9.5%. Cross Slope of Bottom Landing-3.5%. Depth of Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W163-W185
1.017	Spring and 6th Street-NE Corner	Slope-10.2%-10.5%. Flared Side Right- 22.9%. Flared Side Left- 15.1%. Slope in Upper Landing- 2.6%. Depth of Upper Landing- 45". Slope of Bottom Landing- 15.8%. Depth of Bottom Landing- 24". Lip at Gutter- 5/8".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E135-E157
1.018	Spring and 6th Street-SE Corner	Slope-12.2%-12.5%. Flared Side Right-14.5%. Flared Side Left- 20.6%. Slope of Bottom Landing- 8.7%. Depth of Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E119-E134
1.019	Spring and 7th Street-NW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	W206-W207
1.020	Spring and 7th Street-SW Corner	Slope in Upper Landing-5.1%. Depth of Upper landing-26 1/2". Slope of Bottom Landing-6.5%. Depth of Bottom Landing-22 1/2". No Top Landing., Sign in Landing.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W201-W205

Russell Peterson, et al v. City of Paso Robles, et al

Case No.: 10-cv-01705-PA (MANx)

Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.021	Spring and 7th Street-NE Corner	Slope-10.9%-14.0%. Cross Slope- 4.3%-5.8%. Flared Side Right-21%. Slope in Upper Landing- 4.4%. Cross Slope in Upper Landing- 7.4%. Slope in Bottom Landing- 11.0%. Cross Slope in Bottom Landing-5.0%. Depth of Bottom Landing-25". Lip at gutter- 5/8".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E192-E217
1.022	Spring and 7th Street- SE Corner	Slope- 9.4%. Cross Slope-6.1%- 8.5%. Flared Side Left-17.4%. Cross Slope at Upper Landing- 10.2%. Slope at Bottom Landing- 5.4%. Cross Slope at Bottom Landing-6.4%. Depth of Bottom Landing-24". Lip at gutter-1 1/8".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E165-E191
1.023	Spring and 8th Street- NW Corner	Slope- 8.5%-9.1%. Cross Slope- 4.5%-5.7%. Flared Side Right- 20.8%. Slope at Upper Landing- 9.7%. Cross Slope at Upper Landing- 6.7%. Depth of Upper Landing-44 1/2". Slope at Bottom Landing-6.0%. Cross Slope at Bottom Landing-3.4%. Depth of Bottom Landing- 25".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W235-W257
1.024	Spring and 8th Street- SW Corner	Slope-12.9%-15.1%. Cross Slope- 4.7%-5.5%. Flared Side Left-20.7%. Slope at Upper Landing- 3.2%. Depth of Upper Landing-35". Slope at Bottom Landing-10.3%. Cross Slope at Bottom Landing- 5.0%. Depth of Bottom Landing-24".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W208-W234

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.025	Spring and 8th Street-NE Corner	Cross Slope- 2.7%-4.2%. Flared Side Right- 18.0%. Slope at Upper Landing-5.3%. Cross Slope at Upper Landing-5.2%. Slope at Bottom Landing-9.4%. Depth of Bottom Landing-24". No Tactile Warnings. Uneven Transition at Gutter and Asphalt.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E229-E251
1.026	Spring and 8th Street- SE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	E225-E228
1.027	Spring and 9th Street- NW Corner	No Curb Ramp Provided. Gap in Asphalt 5/8" in Depth.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	E478-E481
1.028	Spring and 9th Street- SW Corner	Slope-9.3%-12.0%. Flared Side Right-12.3%. Flared Side Left-16.1%. Slope in Upper Landing-5.9%. Cross Slope in upper Landing-2.9%. Depth of upper Landing-36". Slope of Bottom Landing-9.8%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W258-W278
1.029	Spring and 9th Street-NE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	E287-E288

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.030	Spring and 9th Street- SE Corner	Slope-10.8%. Cross Slope-6.3%-7.1%. Flared Side Left-13.9%. Slope in Upper Landing-2.9%. Cross Slope in Upper Landing-6.8%. Slope in Bottom Landing-12.8%. Cross Slope in Bottom Landing-3.3%. Depth of Bottom Landing-24". No Tactile Warnings. Lip at Gutter- 3/4". Change of Elevation at Asphalt- 1 1/4". Slope of Adjoining Sidewalk- 5.7%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E252-E286
1.031	Spring and 10th Street- NW Corner	Slope-10.4%. Flared Side Right-17.2%. Flared Side Left- 13.9%. Slope at Upper Landing-2.9%. Slope at Bottom Landing-8.2%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E450-E460
1.032	Spring and 10th Street- SW Corner	Slope- 9.8%-12.2%. Flared Side Right-16.9%. Flared Side Left-17.6%. Slope at Upper Landing-6.4%. Slope at Bottom Landing-6.2%. Depth of Lower Landing-24". Deteriorated Surface.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E461-E477
1.033	Spring and 10th Street- NE Corner	Slope-9.1%. Cross Slope- 2.4%-4.2%. Flared Side Right-17.3%. Flared Side Left-12.8%. Cross Slope at Upper Landing- 3.6%. Slope at Bottom Landing-7.9%. Depth of Bottom Landing-24". Slope at Tactile Warnings-14.0%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E313-E333
1.034	Spring and 10th Street- SE Corner	Slope-9.1%. Flared Side Right-17.0%. Flared Side Left-15.1%. Cross Slope at upper Landing-2.4%. Depth of Upper Landing-43". Slope at Bottom Landing-5.9%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E294-E312

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.035	Spring and 11th Street-NE Corner	Slope-10.7%-11.3%. Cross Slope-2.8%-3.2%. Flared Side Right-17.0%. Slope at Upper Landing-3.1%. Cross Slope at Upper Landing-3.1%. Slope at Bottom Landing-5.0%. Cross Slope at Bottom Landing-3.2%. Depth of Bottom Landing-24". No Tactile Warnings.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E362-E382
1.036	Spring and 11th Street-SE Corner	Cross Slope-2.8%. Flared Side Right-11.6%. Flared Side Left-17.2%. Cross Slope at Upper Landing-2.7%. Depth of Upper Landing-45". Slope at Bottom Landing-9.3%. Cross Slope at Bottom Landing-2.5%. Depth of Bottom Landing-24". Slope at Apron-19.3%. No Tactile Warnings.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E339-E351
1.037	Spring and 12th Street-NW Corner	Slope-9.7%-10.0%. Flared Side Right-16.1%. Flared Side Left-11.5%. Slope at Upper Landing-4.9%. Slope at Bottom Landing-9.6%. Cross Slope at Bottom Landing-2.4%. Depth at Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E417-E432
1.038	Spring and 12th Street-SW Corner	Slope-8.8%-10.1%. Flared Side Right-14.9%. Flared Side Left-14.1%. Slope in Bottom Landing-8.5%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E433-E447

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.039	Spring and 12th Street-NE Corner	Slope-8.5%-10.1%. Flared Side Right- 21.5%. Flared Side Left- 13.8%. Slope at Upper Landing- 4.1%. Cross Slope at Upper Landing-4.0%. Slope at Bottom Landing-6.5%. Cross Slope at Bottom Landing-2.8%. Depth of Bottom Landing-24". No Tactile Domes.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E397-E416
1.040	Spring and 12th Street-SE Corner	Slope-10.2%-10.7%. Flared Side Right-18.1%. Flared Side Left- 16.6%. Slope at Bottom Landing- 5.2%. Depth of Bottom Landing- 24". No Tactile Domes.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E385-E396
1.041	Spring and 13th Street-NW Corner	Slope-9.5%. Flared Side Right- 14.2%. Flared Side Left-11.7%. Slope at Bottom Landing-7.7%. Depth at Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W292-W303
1.042	Spring and 13th Street-SW Corner	Slope-9.5%. Flared Side Right- 15.6%. Flared Side Left-10.7%. Slope at upper Landing-3.4%. Cross Slope at Upper Landing- 3.4%. Slope at Bottom Landing- 2.8%. Depth of Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W279-W291
1.043	Spring and 13th Street-NE Corner	Slope-9.1%-9.2%. Flared Side Right- 19.2%. Flared Side Left-15.2%. Depth of Upper Landing- 43". Slope at Bottom Landing-6.5%. Depth of Bottom Landing-24". No Tactile Domes.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E498-E513
1.044	Spring and 13th Street-SE Corner	Slope-9.3%. Flared Side Right- 14.1%. Flared Side Left-20.0%. Slope at upper Landing- 3.0%. Depth of Upper Landing-47". Slope of Bottom Landing- 8.2%. Depth of Bottom Landing-24". No Tactile Domes.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E482-E497

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.045	Spring and 14th Street- NW Corner	Slope-11.8%-12.9%. Flared Side Right-14.5%. Flared Side Left-13.4%. Slope at Bottom Landing-12.7%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W315-W324
1.046	Spring and 14th Street- SW Corner	Slope-9.2%-9.6%. Slope in Upper Landing-2.8%. Depth of Upper Landing-40 1/2". Slope in Bottom Landing-9.0%. Depth of Bottom Landing-23 1/2".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W304-W314
1.047	Spring and 14th Street- NE Corner	Cross Slope- 3.4%-3.7%. Cross Slope in Upper Landing- 5.1%. Slope in Bottom Landing-5.9%. Cross Slope in Bottom Landing- 2.8%. Depth of Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E543-E555
1.048	Spring and 14th Street- SE Corner	Slope-15.4%-16.2%. Cross Slope- 2.7%-4.3%. Flared Side Right- 10.5%. Flared Side Left-22.7%. Slope in Upper Landing-4.2%. Cross Slope in Upper Landing- 5.1%. Depth of Upper Landing-36". Slope in Bottom Landing-6.3%. Cross Slope in Bottom Landing- 3.7%. Depth of Bottom Landing- 24". No Tactile Domes.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E518-E542
1.049	Spring and 15th Street- NW Corner	Slope-9.2%-11.9%. Cross Slope- 3.4%. Flared Side Right-12.5%. Flared Side Left-11.8%. Slope at Bottom Landing-10.4%. Depth of Bottom Landing-24". Lip at Gutter- 3/4". Open Gap in Landing-1 1/2".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W339-W353

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.050	Spring and 15th Street-SW Corner	Slope-12.7%-13.8%. Flared Side Right-11.3%. Flared Side Left-13.0%. Slope at Bottom Landing-9.3%. Depth of Bottom Landing-24". Change in Elevation at Asphalt of 1 1/2".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W325-W338
1.051	Spring and 15th Street-NE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	E564-E565
1.052	Spring and 15th Street-SE Corner	Slope-9.0%. Flared Side Left-11.4%. Slope in Bottom Landing-4.0%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E560-E563
1.053	Spring and 16th Street-NW Corner	Slope-12.5%-13.6%. Cross Slope-3.7%. Flared Side Right-15.4%. Flared Side Left-11.4%. Slope in Upper Landing-3.8%. Cross Slope in Upper Landing-3.5%. Depth of Upper Landing-42". Slope of Bottom Landing-8.1%. Cross Slope of Bottom Landing-3.2%. Depth of Bottom Landing-24". Lip at Gutter-3/4". Severely Deteriorated.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W367-W388
1.054	Spring and 16th Street-SW Corner	Slope-9.5%. Flared Side Right-11.5%. Flared Side Left-16.9%. Slope in Bottom Landing-7.2%. Depth of Bottom Landing-24". Lip at Gutter- 3/4".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W354-W366

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.055	Spring and 16th Street-NE Corner	Slope-11.8%. Cross Slope-2.9%. Flared Side Right-16.6%. Flared Side Left-12.2%. Slope at Upper Landing-5.6%. Cross Slope at Upper Landing-5.7%. Depth of Upper Landing-47". Slope at Bottom Landing-5.3%. Cross Slope of Bottom Landing-2.3%. Depth of Bottom Landing-24". Lip at Gutter-1/2".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E587-E606
1.056	Spring and 16th Street-SE Corner	Slope-11.4%. Cross Slope-3.7%-4.0%. Flared Side Left-19.5%. Slope of Upper Landing-2.5%. Cross Slope of Upper Landing-3.1%. Slope of Bottom Landing-8.8%. Cross Slope of Bottom Landing-5.2%. Depth of Bottom Landing-24". No Tactile Domes.	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E570-E586
1.057	Spring and 17th Street-NW Corner	Not a Curb Ramp. Lip at Edge-1 1/4". Gap in Surface of 1 1/2". Slope of 9.6%.	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W406-W411
1.058	Spring and 17th Street-SW Corner	Slope-10.3%-12.0%. Flared Side Right-15.7%. Flared Side Left-13.7%. Slope at Upper Landing-2.9%. Slope at Bottom Landing-10.4%. Depth of Bottom Landing-24". No Tactile Domes. Lip at Asphalt- 7/8".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	W389-W405
1.059	Spring and 17th Street-NE Corner	Slope-8.6%. Cross Slope at Upper Landing-2.4%. Depth of Upper Landing-47". Slope of Bottom Landing-2.2%. Cross Slope of Bottom Landing-3.0%. Depth of Bottom Landing-24". No Tactile Domes.	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E618-E627

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.060	Spring and 17th Street- SE Corner	Cross Slope-5.8%. Flared Side Left-11.9%. Slope at Upper Landing-2.3%. Depth of Bottom Landing-24". No Tactile Domes. Lip at Asphalt-1".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	E610-E617
1.061	Spring and 18th Street- NW Corner	Cross Slope-8.9%. Flared Side Right-11.8%. Flared Side Left-10.9%. Slope at Upper Landing-3.8%. Depth of upper Landing-36". Slope at Bottom Landing-9.2%. Depth of Bottom Landing-24". No Level Lower Landing. Slope in Gutter in the Direction of the Path of Travel-9.2%. Lip at Gutter- 1/4". 2" Wide Surface Gap.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	431-447
1.062	Spring and 18th Street- SW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	429-430
1.063	Spring and 18th Street- NE Corner	No Curb Ramp Provided. Sidewalks Missing in Sections.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	450-451
1.064	Spring and 18th Street- SE Corner	Slope-8.7%-10.9%. Flared Side Right-16.0%. Flared Side Left-12.1%. Slope of Upper Landing-5.0%. Slope of Bottom Landing-9.4%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	418-428
1.065	Spring and 19th Street- NW Corner	Not a Curb Ramp. Crack at Bottom-7" Width, 3/4" Depth.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair surface to eliminate change in elevation.	473-478
1.066	Spring and 19th Street- SW Corner	Slope-9.8%-10.7%. Flared Side Right-11.6%. Flared Side Left-15.2%. Slope at Bottom Landing-14.1%. Depth of Bottom Landing-25".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	462-472

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.067	Spring and 19th Street-NE Corner	Slope-8.9%. Cross Slope- 3.0%-7.6%. Flared Side Right-13.6%. Slope at Upper Landing-7.9%. Cross Slope at Upper Landing-8.3%. Slope at Bottom Landing-6.5%. Depth of Bottom Landing-24". No Upper Landing. Lip at Gutter-7/8". Lip at Asphalt- 3/4".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	479-498
1.068	Spring and 19th Street-SE Corner	No Curb Ramp is Provided. Slope-9.0%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	456-461
1.069	Spring and 20th Street-NW Corner	No Curb Ramp is Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	537-538
1.070	Spring and 20th Street-SW Corner	Slope- 9.8%-11.9%. Cross Slope-2.6%. Flared Side Right-11.1%. Flared Side Left-12.3%. Depth of upper Landing-46 1/2". Slope of Bottom Landing- 7.9%. Depth at Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	521-536
1.071	Spring and 20th Street-NE Corner	Slope-10.8%-11.6%. Flared Side Right-11.1%. Flared Side Left-12.6%. Slope at Upper Landing-5.6%. Slope at Bottom Landing-7.7%. Cross Slope at Bottom Landing-2.4%. Depth of Bottom Landing-24". Upper Landing Part of Driveway, Therefore no Upper Landing. Change in Elevation at Asphalt- 1 3/4".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	539-555

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.072	Spring and 20th Street- SE Corner	Slope-12.3%-13.0%. Cross Slope- 2.8%-2.9%. Flared Side Left-12.3%. Cross Slope at Upper Landing- 2.7%. Depth of Upper Landing- 31 1/2". Slope of Bottom Landing- 7.9%. Depth of Bottom Landing- 24". No Lower Landing. Change in Elevation of Asphalt- 1".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	500-520
1.073	Spring and 21st Street- NW Corner	Slope-9.7%-10.6%. Depth of Upper Landing-24". Slope of Bottom Landing-3.1%. Depth of Bottom Landing-24". Lip at Gutter- 1".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	580-591
1.074	Spring and 21st Street- SW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	576-579
1.075	Spring and 21st Street- NE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	592-594
1.076	Spring and 21st Street- SE Corner	Slope-8.9%. Cross Slope- 5.8%- 6.8%. Flared Side Left-16.2%. Cross Slope in Upper Landing- 7.0%. Depth of upper Landing-47". Slope in Bottom Landing-10.0%. Depth of Bottom Landing-24". Lip at Gutter- 5/8".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	559-575
1.077	Spring and 22nd Street- NW Corner	Slope-8.5%. Flared Side Right- 15.1%. Flared Side Left-14.1%. Slope at Upper Landing-2.7%. Slope at Bottom Landing-3.9%. Depth of Bottom Landing-24". Slope of Upper Landing-15.0%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	613-623
1.078	Spring and 22nd Street- SW Corner	Slope of Upper Landing-15.0%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	612

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.079	Spring and 22nd Street-NE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	624-625
1.080	Spring and 22nd Street-SE Corner	Slope-9.0%. Flared Side Right-12.7%. Flared Side Left-10.9%. Cross Slope at Bottom Landing-2.9%. Depth at Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	603-611
1.081	Spring and 23rd Street-NW Corner	Slope-12.2%. Flared Side Right-14.6%. Flared Side Left-10.6%. Cross Slope at Upper Landing-2.6%. Slope at Bottom Landing-4.4%. Cross Slope at Bottom Landing-2.6%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	649-663
1.082	Spring and 23rd Street-SE Corner	Slope-9.3%-11.1%. Flared Side Right-12.8%. Flared Side Left-10.7%. Slope in Bottom Landing-4.5%. Depth of Bottom Landing-24". Lip at Gutter-3/4".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	629-641
1.083	Spring and 23rd Street-SW Corner	Cross Slope-2.2%-4.4%. Flared Side Left-16.4%. Depth of Bottom Landing-24". Lip at Gutter- 1".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	642-648
1.084	Spring and 23rd Street-NE Corner	Slope-9.4%-10.0%. Flared Side Right-10.6%. Slope at Bottom Landing-8.0%. Depth of Bottom Landing-27". No Upper Landing. Ramp runs into curb. Landing Deteriorated.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	664-680
1.085	Spring and 24th Street-NW Corner	Cross Slope at Upper Landing-2.4%. Landing at Bottom Landing-5.7%. Counter Slope at Gutter-14.9%. Landing not within the delineated lines of the crosswalk.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	721-729

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.086	Spring and 24th Street-SW Corner	Slope-13.7%-15.5%. Flared Side Right-11.7%. Flared Side Left-16.7%. Cross Slope in Upper Landing-2.9%. Depth of Upper Landing-42". Slope in Bottom Landing-9.6%. Depth of Bottom Landing-24". No Tactile Warnings. Path of Travel Interrupted.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	704-720
1.087	Spring and 24th Street-NE Corner	Slope-8.4%. Flared Side Right-12.4%. Flared Side Left-10.4%. Slope of Upper Landing-2.7%. Slope of Bottom Landing-6.6%. Depth of Bottom Landing-22". Landing Not Accessible to Spring Street.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	730-741
1.088	Spring and 24th Street-SE Corner	Cross Slope-2.3%. Flared Side Right-12.7%. Flared Side Left-15.5%. Slope in Upper Landing-3.4%. Cross Slope in Upper Landing-2.3%. Depth of Upper Landing-34 3/4". Slope of Bottom Landing-9.0%. No Upper Landing Due to Obstruction, No Lower Landing.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	685-703
1.089	Spring and 26th Street-NW Corner	Cross Slope-5.2%. Slope in Upper Landing-6.2%. Slope in Bottom Landing-3.0%. Cross Slope in Bottom Landing-5.2%. Depth of Bottom Landing-2 1/2". Path of Travel Interrupted by Counter Slope in Gutter-12.4%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	775-784
1.090	Spring and 26th Street-SW Corner	Curb Cut. Not a Curb Ramp.	1127B.5	Curb Ramps	4.7	Curb Ramps	Complies	785-787
1.091	Spring and 26th Street-NE Corner	Flared Side Left-12.6%. Slope at Upper Landing-7.7%. Slope in Bottom Landing-7.4%. Depth of Bottom Landing-25". No Upper Landing. Lip at Gutter- 1"	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	764-774

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.092	Spring and 26th Street- SE Corner	Slope-11.3%-11.4%. Cross Slope- 2.7%-3.5%. Flared Side Left-15.8%. Cross Slope in Upper Landing- 3.3%. Slope in Bottom Landing- 8.0%. Depth in Bottom Landing- 24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	750-763
1.093	Spring and 28th Street- NW Corner	Slope-9.4%-10.3%. Cross Slope- 4.3%-5.3%. Flared Side Right- 14.1%. Cross Slope of Upper Landing-5.7%. Slope Of Bottom Landing-9.0%. Cross Slope of Bottom Landing-4.8%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	816-833
1.094	Spring and 28th Street- SW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	812-815
1.095	Spring and 28th Street- NE Corner	Slope-10.0%-11.4%. Cross Slope- 3.1% Flared Side Left-11.3%. Slope of Bottom Landing- 5.7%. Depth of Bottom Landing-24". Lip at Gutter- 1". Change in Elevation at Asphalt- 2 1/2".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	841-857
1.096	Spring and 28th Street- SE Corner	Slope-11.7%-15.3%. Cross Slope- 2.3%. Flared Side Right-10.2%. Flared Side Left-13.7%. Slope at Upper Landing-4.8%. Depth of Upper Landing-43 1/2". Slope at Bottom Landing-5.2%. Depth at Bottom Landing-23". No Upper Landing. Change in Elevation at Asphalt- 2 1/2". No Lower Landing.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	795-811
1.097	Spring and 30th Street- NW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	865

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.098	Spring and 30th Street- SW Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	904-908
1.099	Spring and 30th Street- NE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	866-867
1.100	Spring and 30th Street- SE Corner	Slope-9.0%-10.0%. Cross Slope-6.9%-9.7%. Flared Side Left-30.8%. Slope in Upper Landing-5.2%. Cross Slope in Upper Landing-9.9%-12.2%. Depth in Upper Landing-40". Slope at Bottom Landing-9.3%. Cross Slope in Bottom Landing-9.8%. Depth of Bottom Landing-25". No Upper Landing. Excessive Slopes in asphalt at bottom to 11.3%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	874-903
1.101	Spring and 32nd Street- NW Corner	Cross Slope-3.5%. Flared Side Right-21.2%. Slope at Upper Landing-5.4%. Depth at Upper Landing-41 1/2". Slope at Bottom Landing-7.8%. Depth of Bottom Landing-26". No Upper Landing.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	939-948
1.102	Spring and 32nd Street- SW Corner	Slope-9.1%-11.5%. Cross Slope-2.3%-3.0%. Flared Side Right-12.4%. Flared Side Left-16.0%. Slope At Bottom Landing-8.2%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	926-938
1.103	Spring and 32nd Street- NE Corner	Slope-10.9%. Flared Side Right-17.5%. Flared Side Left-14.4%. Slope of Upper Landing-3.0%. Cross Slope of Upper Landing-2.2%. Depth of Upper Landing-40 1/2". Slope of Bottom Landing-7.0%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	952-966

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.104	Spring and 32nd Street-SE Corner	No Curb Ramp Provided. Excessive Slopes 13.8%-21.0%. Wire Creates Overhead Obstruction.	1127B.5	Curb Ramps	4.7	Curb Ramps		914-925
1.105	Spring and 34th Street-NW Corner	Cross Slope-3.2%-7.4%. Flared Side Right-15.5%. Slope at Bottom Landing-2.8%. Cross Slope at Bottom Landing-3.3%. Depth of Bottom Landing-24". No Upper Landing. Counter Slope in Gutter-6.1%, Extended Slope in Gutter in the Direction of the Path of Travel-8.3%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	993-1014
1.106	Spring and 34th Street-NE Corner	Slope-10.0%. Cross Slope-2.3%. Flared Side Right-12.6%. Flared Side Left-11.0%. Slope at Bottom Landing-7.9%. Depth at Bottom Landing-24". Lip at Gutter-1".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1015-1023
1.107	Spring and 34th Street-SW Corner	Slope-10.5%-12.3%. Cross Slope-2.9%. Flared Side Right-11.9%. Flared Side Left-18.6%. Slope in Bottom Landing-2.9%. Depth in Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	978-992
1.108	Spring and 34th Street-SE Corner	No Curb Ramp Provided. Slope-35.1%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	972-977
1.109	Spring and 36th Street-NW Corner	Slope-8.9%-10.4%. Cross Slope-3.3%-4.9%. Flared Slope Right-16.9%. Flared Slope Left-10.0%. Slope at Upper Landing-3.0%. Cross Slope at Upper Landing-5.1%. Slope at Bottom Landing-5.0%. Depth at Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1058-1083

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.110	Spring and 36th Street-SW Corner	Slope-13.3%-15.2%. Flared Side Right-15.8% Flared Side Left-14.8%. Slope at Upper Landing-3.0%. Slope at Bottom Landing-2.5%. Depth of Bottom Landing-24".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1045-1057
1.111	Spring and 36th Street-NE Corner	No Curb Ramp Provided.	1127B.5	Curb Ramps	4.7	Curb Ramps	Provide a curb ramp at this corner.	1084-1086
1.112	Spring and 36th Street-SE Corner	Slope- 8.8%-9.0%. Cross Slope- 2.5%-2.7%. Flared Side Left-15.6%. Slope at Upper Landing-2.6%. Cross Slope at Upper Landing-3.4%. Slope at Bottom Landing-7.1%. Depth at Bottom Landing-22 1/2".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1028-1044
1.113	Park and 11th Street-NW Corner	Slope- 8.8%-10.6%. Flared Side Right-10.5%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1110-1119
1.114	Park and 11th Street-SW Corner	Slope-13.5%-14.3%. Slope in Upper Landing-3.7%. No Upper Landing.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1120-1126
1.115	Park and 11th Street-NE Corner	Slope-9.3%. Flared Side Right-11.5%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1142-1147
1.116	Park and 11th Street-SE Corner	Slope- 11.6%. Cross Slope- 3.0%-3.1%. Slope at upper Landing-2.5%. Cross Slope at Upper Landing-3.6%. Depth of Bottom Landing-24" . Lip at Gutter-3/4" .	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1127-1141
1.117	Pine and 11th Street-NW Corner	Slope-8.6%. Slope in Upper Landing-6.2%. Slope in Bottom Landing-9.7%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1208-1214

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.118	Pine and 11th Street-SW Corner	Slope- 9.3%-9.5%. Slope in Bottom Landing-8.2%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1219-1226
1.119	Pine and 11th Street-NE Corner	Slope- 8.5%-8.9%. Slope in Bottom Landing- 6.5%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1232-1238
1.120	Pine and 11th Street-SE Corner	Slope- 8.8%. Slope in Bottom Landing-8.2%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1227-1231
1.121	Park and 12th Street-NW Corner	Gutter has a slope of 6.1%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1250-1254
1.122	Park and 12th Street-SW Corner	Slope-9.4%. Slope in Bottom Landing- 6.1%. Lip at Gutter- 1/4".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1255-1263
1.123	Park and 12th Street-NE Corner	Separations in asphalt/concrete exceeding 1" wide and deep.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair surface to eliminate change in elevation.	1245-1249
1.124	Park and 12th Street-SE Corner	Separations in asphalt/concrete exceeding 1" wide and deep.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair surface to eliminate change in elevation.	1240-1244
1.125	Pine and 12th Street-NW Corner	Slope- 8.7%-8.8%. Slope in Bottom Landing-5.9%. Lip at Tactile Warnings- 3/4". Flared Side Right- 15.2%. Flared Side Left- 14.3%. Path of Travel Crossed Gutter With Slope of 11.0%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1283-1298
1.126	Pine and 12th Street-SW Corner	Slope in Bottom Landing-4.7%. Lip at Tiled Walkway- 1".	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1299-1303
1.127	Pine and 12th Street-NE Corner	Slope in Bottom Landing-8.3%. Path of Travel crosses gutter with slope of 7.1%.	1127B.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1276-1282

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Curb Ramps - Section 1

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
1.128	Pine and 12th Street-SE Corner	Slope in Bottom Landing-7.2%. Lip at Tiled Walkway- 1".	11278.5	Curb Ramps	4.7	Curb Ramps	Repair or Replace	1267-1275
1.129	Spring and 11th Street-NW Corner	No curb ramp on the west side of Spring Street. Crosswalk terminates into a curb.	11278.5	Curb Ramps	4.7	Curb Ramps	Provide a curb cut at the termination of the crosswalk.	VID00016
1.130	Spring and 11th Street-SW Corner	No corner at this location. No crosswalk.	11278.5	Curb Ramps	4.7	Curb Ramps	Provide a curb cut at the termination of the crosswalk.	No Photo

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.001	NW Corner of Spring and 1st	Light poles obstructing the path of travel.	11338.7.1	Continuous surface. Walks and sidewalks subject to these regulations shall have a continuous common surface, not interrupted by steps or by abrupt changes in level exceeding 1/2 inch (12.7 mm) (see Section *11338.7.3), and shall be a minimum of 48 inches (1219 mm) in width. Surfaces shall be slip-resistant as follows:	4.3.3	Width. The minimum clear width of an accessible route shall be 36 in (915 mm) except at doors (see 4.13.5 and 4.13.6). If a person in a wheelchair must make a turn around an obstruction, the minimum clear width of the accessible route shall be as shown in Fig. 7(a) and (b).		N/A
2.002	202 Spring Street	South drive aisles with cross slopes 8.2%-8.8%.	11338.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E31-E34

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.003	202 Spring Street	North drive aisle with cross slopes of 8.2%.	11338.7.1.3	Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E39-E41
2.004	304 Spring Street	Drive aisle with cross slopes of 12.0% at 36" out and 21.3% at the street.	11338.7.1.3	Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E42-E47

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.005	South of 4th Street on the east side of Spring Street.	Drive aisle not currently in use with cross slope of 11.9%.	11338.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E48-E50

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.006	NW Corner of 4th and Spring	No sidewalk provided to bus stop.	11148.1.2	Accessible route of travel. When a building, or portion of a building, is required to be accessible or adaptable, an accessible route of travel shall be provided to all portions of the building, to accessible building entrances and between the building and the public way. Except within an individual dwelling unit, an accessible route of travel shall not pass through kitchens, storage rooms, restrooms, closets or other spaces used for similar purposes. At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks, to the accessible building entrance they serve. The accessible route shall, to the	4.3.2.1	At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public.		W139-W140
2.007	425 Spring Street	Missing sidewalk	11248.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		W140

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.008	425 Spring Street	Driveway with slope of 18.5%.	1133B.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		W144-W145
2.009	Directly across from 521 Spring Street	Severely deteriorated sidewalk with dips in excess of 1/2" and a slope of 2.8%.	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		E112-E118
2.010	730 Spring Street	15'-20' excessive cross slope of 3.5%-4.2%.	1133B.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E218-E219

Russell Peterson, et al v. City of Paso Robles, et al

Case No.: 10-cv-01705-PA (MANx)

Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.011	730 Spring Street	Uplifted sidewalk slopes in excess of 4.0%	11338.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E220-E224
2.012	939 Spring Street	Sidewalk with slopes of 3.0%-3.9%.	11338.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		N/A

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.013	Bus Stop Between 10th and 11th Street on the east side of Spring Street	Restricted walkway down to 24" south of bus stop.	1133B.7.1	Continuous surface. Walks and sidewalks subject to these regulations shall have a continuous common surface, not interrupted by steps or by abrupt changes in level exceeding 1/2 inch (12.7 mm) (see Section *1133B.7.3), and shall be a minimum of 48 inches (1219 mm) in width. Surfaces shall be slip-resistant as follows:	4.3.3	Width. The minimum clear width of an accessible route shall be 36 in (915 mm) except at doors (see 4.13.5 and 4.13.6). If a person in a wheelchair must make a turn around an obstruction, the minimum clear width of the accessible route shall be as shown in Fig. 7(a) and (b).	Cut back bushes so that walkway returns to 36".	E334-E338
2.014	East Side Walkway Between 11th and 12th on Spring Street.	Sidewalk cross slopes 2.4%-4.2%.	1133B.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E383-E384

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.015	Paso Robles Inn	Slopes in the path of travel of 10.7%-11.6%. Cross slope of 4.2%. Slope in the direction of that path of travel up the driveway of 12.3%	11338.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E448-E449
2.016	Fox Theatre	Cross slope in the path of travel of 10.3%	11338.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E556-E559

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.017	1534 Spring Street	Running slope in the path of travel of 10.5% for 4'.	1133B.7.1.3	Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E566-E569
2.018	1601 Spring Street	140' with excessive slopes up to 3.9%.	1133B.7.1.3	Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		N/A

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.019	1606 Spring Street	Tree uprooting sidewalk at 7.4% for 8'.	1133B.7.1.3	Surface cross slopes. Surface cross slopes shall not exceed 1/4 inch (6 mm) per foot except when the enforcing agency finds that due to local conditions it creates an unreasonable hardship, the cross slope shall be increased to a maximum of 1/2 inch (12.7 mm) per foot for distances not to exceed 20 feet (6096 mm) (**2.5% gradient).	4.3.7	Slope. An accessible route with a running slope greater than 1:20 is a ramp and shall comply with 4.8. Nowhere shall the cross slope of an accessible route exceed 1:50.		E607-E609
2.020	18th Street Westbound on the north side of Spring Street	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		N/A
2.021	North East Corner of 18th and Spring Street	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		450

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.022	19th Street, Eastbound on the south side of Spring Street	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		N/A
2.023	21st Street Westbound on the south side of Spring Street.	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		576

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.024	Bus Stop North of Spring and 21st on the east side of Spring Street	There is no accessible route to the bus stop.	1114B.1.2	Accessible route of travel. When a building, or portion of a building, is required to be accessible or adaptable, an accessible route of travel shall be provided to all portions of the building, to accessible building entrances and between the building and the public way. Except within an individual dwelling unit, an accessible route of travel shall not pass through kitchens, storage rooms, restrooms, closets or other spaces used for similar purposes. At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks, to the accessible building entrance they serve. The accessible route shall, to the	4.3.2.1	At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public.		742-744
2.025	North of Spring and 21st on the east side of Spring Street.	Sidewalk deteriorated for 25'.	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		595-596

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.026	2636 Spring Street	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		790
2.028	2650 Spring Street to 2634 Spring Street, East Side	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		788-789
2.029	28th Street Westbound on the south side of Spring Street	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		815
2.030	2656 Spring Street- 2950 Spring Street	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		840

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.031	2970 Spring Street- 30th Street, West Side	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		869
2.032	30th Street- 3012 Spring Street, West Side	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		866

Russell Peterson, et al v. City of Paso Robles, et al
 Case No.: 10-cv-01705-PA (MANx)
 Attachment B to Consent Decree and Order

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.033	Bus Stop South of 30th on the west side of Spring Street.	Bus stop has no accessible path of travel.	11148.1.2	Accessible route of travel. When a building, or portion of a building, is required to be accessible or adaptable, an accessible route of travel shall be provided to all portions of the building, to accessible building entrances and between the building and the public way. Except within an individual dwelling unit, an accessible route of travel shall not pass through kitchens, storage rooms, restrooms, closets or other spaces used for similar purposes. At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks, to the accessible building entrance they serve. The accessible route shall, to the	4.3.2.1	At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public.		905
2.034	3014 Spring Street to 30th Street, East Side	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		867

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.035	3024 Spring Street	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		N/A
2.036	3112 Spring Street	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		N/A

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.038	South East Corner of 32nd Street and Spring Street.	Built up curb ramp with extreme slopes of 21.0%.	11278.5.3	The slope of curb ramps shall not exceed 1 unit vertical to 12 units horizontal (8.33% slope). Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes, except that curb ramps shall comply with item 5 below. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1 unit vertical to 20 units horizontal (5% slope) within 4 feet (1219 mm) of the top and bottom of the curb ramp. The slope of the fanned or flared sides of curb ramps shall not exceed 1 unit vertical to 10 units horizontal (10% slope).	4.7.2	Slope. Slopes of curb ramps shall comply with 4.8.2. The slope shall be measured as shown in Fig. 11. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1:20.		922

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.039	North of Spring and 32nd Street, on the west side of Spring Street	Overhead obstructions creates by low hanging trees.	11338.8.6.1	General. Objects projecting from walls (for example, telephones) with their leading edges between 27 inches (686 mm) and 80 inches (2032 mm) above the finished floor shall protrude no more than 4 inches (102 mm) into walks, halls, corridors, passageways or aisles. Objects mounted with their leading edges at or below 27 inches (686 mm) above the finished floor may protrude any amount. Free-standing objects mounted on posts or pylons may overhang 12 inches (305 mm) maximum from 27 inches (686 mm) to 80 inches (2032 mm) above the ground or finished floor. Protruding objects shall not reduce the clear width of an accessible route or maneuvering space. See	4.4.2	Head Room. Walks, halls, corridors, passageways, aisles, or other circulation spaces shall have 80 in (2030 mm) minimum clear head room (see Fig. 8(a)). If vertical clearance of an area adjoining an accessible route is reduced to less than 80 in (nominal dimension), a barrier to warn blind or visually-impaired persons shall be provided (see Fig. 8(c-1)).		950

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.040	North of Spring and 32nd Street, on the west side of Spring Street.	No continuous path of travel at bus stop.	1114B.1.2	Accessible route of travel. When a building, or portion of a building, is required to be accessible or adaptable, an accessible route of travel shall be provided to all portions of the building, to accessible building entrances and between the building and the public way. Except within an individual dwelling unit, an accessible route of travel shall not pass through kitchens, storage rooms, restrooms, closets or other spaces used for similar purposes. At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks, to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public.	4.3.2.1	At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking, and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public.		949
2.041	3200 Spring Street	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		N/A

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.042	34th and Spring to 3262 Spring Street, on the east side of Spring Street	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		949
2.043	3274-3364 Spring Street	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		N/A
2.044	North East Corner of 36th Street and Spring Street.	Missing Sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		1084
2.045	36th Street Westbound, South Side	Missing sidewalk	1124B.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces, including floors, walks, ramps, stairs and curb ramps, shall be stable, firm, slip resistant, and shall comply with this section.	4.5.1	General. Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5.		1063
2.046								
2.047								

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.048	Spring and 1st Street-Crosswalks	There is no crosswalk provided to access the SE Corner on either side.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk on east side	N/A
2.049	Spring and 2nd Street-Crosswalks	There is no crosswalk provided on the west side.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 2nd Street on the west side	N/A
2.050	Spring and 3rd Street-Crosswalks	There is no crosswalk provided on the west side.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 3rd Street on the west side.	N/A
2.051								
2.052	Spring and 5th Street-Crosswalks	No crosswalk is provided on the west side.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 5th Street on both sides of Spring Street.	N/A
2.053	Spring and 7th Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 7th Street on both sides of Spring Street.	N/A
2.054	Spring and 8th Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 8th Street on both sides of Spring Street.	N/A
2.055	Spring and 9th Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 9th Street on both sides of Spring Street.	N/A
2.056								
2.057	Spring and 14th Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 8th Street on both sides of Spring Street.	N/A

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.058	Spring and 15th Street-Crosswalks	No north to south crosswalks are provided.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 15th Street on both sides of Spring Street.	N/A
2.059	Spring and 16th Street-Crosswalks	No north to south crosswalks are provided.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 16th Street on both sides of Spring Street.	N/A
2.060	Spring and 17th Street-Crosswalks	No crosswalks are provided going north to south, or from se corner to sw corner.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 17th Street on both sides of Spring Street.	N/A
2.061	Spring and 18th Street-Crosswalks	No north to south crosswalks are provided.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 18th Street on both sides of Spring Street.	N/A
2.062	Spring and 19th Street-Crosswalks	No north to south crosswalks are provided.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 19th Street on both sides of Spring Street.	N/A
2.063	Spring and 20th Street-Crosswalks	No north to south crosswalks are provided.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 20th Street on both sides of Spring Street.	N/A
2.064	Spring and 21st Street-Crosswalks	No north to south crosswalks are provided.	11278.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 21st Street on both sides of Spring Street.	N/A

CONSENT DECREE AND ORDER: ATTACHMENT B
Russell Peterson, et al v. City of Paso Robles, et al
 U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.065	Spring and 22nd Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 22nd Street on both sides of Spring Street.	N/A
2.066	Spring and 23rd Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 23rd Street on both sides of Spring Street.	N/A
2.067	Spring and 28th Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 28th Street on both sides of Spring Street.	N/A
2.068	Spring and 30th Street-Crosswalks	No north to south crosswalks are provided.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 30th Street on both sides of Spring Street.	N/A
2.069	Spring and 32nd Street-Crosswalks	No crosswalks are provided going north to south, or from se corner to sw corner.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 32nd Street on both sides of Spring Street.	N/A
2.070	Spring and 34th Street-Crosswalks	No crosswalks are provided on the south or west side of the intersection.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 34th Street on the west side of Spring Street.	N/A
2.071	Spring and 36th Street-Crosswalks	No crosswalks are provided on the north, east, or west sides of the intersection.	1127B.5.1	Curb Ramps.	4.7.9	Location at Marked Crossings.	Provide a painted north/south crosswalk across 36th Street on both sides of Spring Street.	N/A

CONSENT DECREE AND ORDER: ATTACHMENT B

Russell Peterson, et al v. City of Paso Robles, et al

U.S.D.C., Central District Case No.: 10-cv-01705-PA (MANx)

City of Paso Robles, CA - Sidewalks- Section 2

Item No.	Location	Description	2001-CBC	CBC Requirements	ADAAG	ADAAG Requirements	Recommendation	Photos
2.072	Accessible Route on 24th Street to Riverside	There is no accessible route that crosses over the railroad to access the stores and other services on Riverside Ave. There are no continuous sidewalks that traverse the railroad tracks.					Provide an accessible route along 10th, 12th, 13th, 16th or 21st street to enable persons with disabilities to have access to the stores and services along Riverside Ave., excluding any property that the City does not own, maintain or control along such route.	N/A

Russell Peterson, et al v. City of Paso Robles, et al

Case No.: 10-cv-01705-PA (MANx)

Attachment B to Consent Decree and Order