

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LAUREL LAWSON, JAMES CURTIS,	:	
and JAMES TURNER, on behalf of	:	
themselves and other similarly-	:	Civil Action File No.
situated persons,	:	
	:	_____
Plaintiffs,	:	
	:	
v.	:	JURY TRIAL DEMANDED
	:	
CITY OF ATLANTA, GEORGIA,	:	CLASS ACTION
	:	
Defendant.	:	
_____	:	

CLASS ACTION COMPLAINT

I. Introduction

1. This is a proposed class action for discrimination on the basis of disability brought pursuant to Title II of the Americans with Disabilities Act, 42 U.S.C. §12131 (“ADA”) and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 (“Rehabilitation Act”), based on the City of Atlanta, Georgia’s (the “City’s”) systemic failure to maintain sidewalks that are equally accessible to persons with mobility impairments.

2. Among the community of disabled people living and working in the metropolitan Atlanta area, it is well known that the public rights of way within

the City are, on the whole, difficult and sometimes impossible to navigate for those who rely on wheelchairs or similar devices for mobility.

3. A disabled person traveling in any given neighborhood of Atlanta will encounter along his or her path broken and uneven sidewalks, sidewalks obstructed by trees or utility poles, sidewalks obstructed by ongoing construction, intersections with missing curb ramps, curb ramps that are broken or otherwise unusable, and other impediments.

4. Navigating sidewalks and intersections in this condition is a dangerous enterprise. Disabled people often find themselves having to go into the street and move alongside vehicle traffic, at risk to life and limb.

5. Navigating sidewalks and intersections in this condition can be physically painful, jarring the person's body or causing them to fall to the ground as they roll along uneven, broken pavement, holes in the right of way, or curb ramps that are not flush to the ground.

6. Many disabled people simply avoid going out into the world, fearing that they will become stuck at an intersection lacking a curb ramp, or that they will be unable to travel along a broken sidewalk.

7. This is not merely the result of a few sidewalks having fallen into disrepair. This is the result of a systemic, knowing failure by the City to maintain its public rights of way, on the whole, in a manner to ensure that they are equally

accessible to people with mobility impairments. As shown herein, the City has been aware for many years of defects in a substantial percentage of its public rights of way, and has failed to budget sufficient funds or to commit sufficient resources to address the problem and maintain rights of way in a safe, ADA-compliant condition.

8. The named Plaintiffs are individuals with disabilities who rely on ADA-compliant sidewalks, curb ramps, pedestrian crossings, and other walkways (collectively “public rights of way”) to meaningfully access and participate in the many services, programs, and activities offered to the City’s residents and visitors. They seek relief on behalf of themselves and a class of similarly-situated persons who, because of the City’s failure to maintain ADA-compliant public rights-of-way, are denied equal access to the City’s public services.

9. Plaintiffs seek an order from this Court requiring the City to comply with the ADA and Rehabilitation Act by making reasonable modifications to its public rights of way, and meaningful adjustments to its policies and practices, so that Plaintiffs and those similarly situated may participate in and have meaningful access to the City’s services, programs, and activities.

II. Jurisdiction and Venue

10. The Court has federal question jurisdiction of this action, 28 U.S.C. § 1331, because it arises under federal law, namely Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132, and the Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.*

11. Venue is proper in this district and division as the wrongs giving rise to Plaintiffs' complaint took place herein.

12. This Court has personal jurisdiction over the City, which is a municipal corporation organized according to the laws of the state of Georgia.

III. Parties

13. Plaintiff Laurel Lawson ("Ms. Lawson") is a software engineer, performance artist, and athlete who lives in DeKalb County, Georgia, and whose pursuits lead her regularly to travel to and throughout the City of Atlanta.

14. Ms. Lawson is paraplegic and uses a manual wheelchair for mobility.

15. Ms. Lawson is a qualified individual with a disability and an individual with a disability within the meaning of the ADA, the Rehabilitation Act, and all applicable regulations.

16. Plaintiff James Curtis ("Mr. Curtis") is a resident of the City of Atlanta, who regularly travels throughout the City. Mr. Curtis is a frequent

volunteer at the Shepherd Center, where he assists with that organization's mission to rehabilitate and support individuals with spinal and neuromuscular impairments. Mr. Curtis is a lover of music and frequently travels throughout the City to see performances and socialize with friends.

17. Due to a neurodevelopmental disorder, Mr. Curtis relies on a wheelchair for mobility.

18. Mr. Curtis is a qualified individual with a disability and an individual with a disability within the meaning of the ADA, the Rehabilitation Act, and all applicable regulations.

19. Plaintiff James Turner ("Mr. Turner") is a resident of DeKalb County who frequently travels to and throughout the City of Atlanta. Mr. Turner is a full-time employee of "DisABILITY LINK," a non-profit organization that advocates for and supports individuals with disabilities throughout the metropolitan Atlanta area.

20. Mr. Turner has cerebral palsy and utilizes a wheelchair for mobility.

21. Plaintiff Turner is a qualified individual with a disability within the meaning of the ADA, the Rehabilitation Act, and all applicable regulations.

22. The proposed Plaintiff Class consists of all persons with mobility impairments who desire access to the City's public rights of way.

23. Defendant City of Atlanta is a public entity within the meaning of Title II of the ADA.

24. Defendant City of Atlanta receives federal financial assistance within the meaning of the Rehabilitation Act.

25. The City is responsible for repairing, maintaining, constructing, and regulating the public rights of way along roads within its boundaries.

26. The City may be served with the summons and complaint by personal service upon the Mayor, Keisha Lance Bottoms, or her designee, at the Mayor's Office located at 55 Trinity Avenue, SW #2400, Atlanta, Georgia 30303.

IV. Facts

27. The City has failed, on a systemic level, to maintain its public rights of way in a manner compliant with the ADA and Rehabilitation Act.

28. The City has been aware of this systemic failure since at least 2008; yet, the City has failed to act to bring its rights of way into compliance.

29. In 2010, the City issued a report titled *2010 State of the City's Transportation Infrastructure & Fleet Inventory Report* ("the Audit") (Excerpts attached as Exhibit A).

30. The Audit noted that a previous survey in 2008 had found that roughly 18% of the City's sidewalks were "deteriorated," and as of 2010, there had been "no substantive change to the estimate of existing deteriorated

sidewalks . . . in the City of Atlanta.”

31. The Audit found that, while there had been repairs to “minor trip hazards,” and “small amounts of infrastructure replacement” between 2008 and 2010, “these replacements have been offset by further deterioration of the remaining infrastructure.”

32. The Audit found that “[t]he inner City’s sidewalk network of hexagonal concrete and brick pavers are beyond the expected life of fifty years.”

33. The Audit found that the “deteriorated” sidewalks “do not meet the requirements of the Americans with Disabilities Act (ADA) of 1990.”

34. The Audit found that, as of 2010, 8,705 City intersections, on roads that had been modified or repaired since 1992 (and therefore must comply with ADA), contained non-ADA compliant curb ramps.

35. The Audit found that, as of 2010, the City had 7,099 intersections, on roads that had been modified or repaired since 1992 (and therefore must comply with ADA) without *any* ADA curb ramps where such ramps were needed.

36. On February 1, 2017, Michelle Wynn, the program management officer for the Renew Atlanta Bond program, testified in a deposition¹ that, of the 15,804 intersections with either no curb ramps, or non-ADA compliant curb ramps, only an estimated 5% had been brought into compliance. (See Excerpts attached as Exhibit B).

37. Furthermore, the 2010 Audit found that funding of \$152.19 million would be necessary to address the backlog of deteriorated sidewalks, with \$15.18 million budgeted annually to maintain sidewalks.

38. Ms. Wynn, in the February 1, 2017, deposition, testified that such funds have not been allocated, either to repair the backlog, or to fund ongoing maintenance.

39. Ms. Wynn testified that some money was allocated for ramp repair as part of a "Quality of Life" bond; yet, "while you're bringing one part into compliance, there's something else that is deteriorating, worse."

40. Ms. Wynn testified that the "Renew Atlanta Bond," which was approved by voters in March 2015, only allocated \$5 million toward sidewalk

¹ Ms. Wynn was designated by the City as a witness under Rule 30(b)(6) to the Federal Rules of Civil Procedure in the case of *Beckley v. City of Atlanta*, Civil Action No. 1:16-cv-01435-MHC, which was brought by a paraplegic individual who was stranded at the intersection of Martin Luther King, Jr. Blvd. and Centennial Olympic Park Blvd. after the 2015 Peach Bowl, due to the lack of curb ramps at the intersection, requiring her to roll along the busy street in post-game traffic to get to her car.

and ADA updates.

41. To date, the City has not allocated funds sufficient to make substantial progress in repairing the enormous and growing backlog of deteriorated, non-ADA compliant sidewalks.

42. To date, the City has not dedicated any significant funding toward annual maintenance of its sidewalk and ramp inventory in order to ensure ADA compliance.

43. Furthermore, the City is in breach of numerous obligations that it agreed to as part of a 2009 Settlement Agreement with the United States Department of Justice that was designed to bring the City in compliance with the ADA.

44. In 2009, the Department of Justice (DOJ) and the City entered into a settlement agreement (“the Settlement Agreement”) as a result of a DOJ compliance review under the Title II of the ADA. (See Exhibit C).

45. The City agreed to implement a written process for soliciting and receiving input from individuals with disabilities on sidewalk accessibility, including requests to add curb ramps at particular locations, in compliance with 28 C.F.R. § 35.107(b), which requires the City to establish a grievance procedure for resolving complaints of Title II violations.

46. The City also agreed to provide curb ramps or other sloped areas at

all intersections of the streets, roads, and highways that had either been newly constructed or altered since January 26, 1992.

47. On November 17, 2016, Lawrence Jeter, Senior Manager for the City's Department of Public Works, testified in a deposition² that, despite the 2009 Settlement Agreement, the City had not established a grievance procedure designed to allow disabled individuals to report non-compliant rights of way. (Excerpts Attached as Exhibit D).

48. The City, moreover, has not complied with its obligations under the 2009 Settlement Agreement to bring into compliance even a significant number of non-compliant sidewalks and curb ramps along roads that were modified or repaired since 1992.

49. The Georgia Tech School of Civil and Environmental Engineering has developed a "Sidewalk Sentry" application to allow users to report to a central database sidewalks and curb ramps that are deteriorated or otherwise non-accessible. As of March 9, 2018, there had been 2,158 individual reports of defective rights of way.

50. Exhibit E, which is attached hereto, contains a small sampling of the non-compliant curb ramps, sidewalks, and other rights of way that have been identified via the Sidewalk Sentry application.

² Mr. Jeter was also a designated 30(b)(6) witness in the *Beckley* litigation.

51. As a result of these systemic failures by the City, the individual plaintiffs, and those similarly situated, are denied equal access to the City's public rights of way, and the numerous benefits and opportunities available to non-disabled people in the City of Atlanta.

52. Each individual plaintiff is a person who, due to a mobility impairment, is denied equal access to the City's rights of way. Therefore, each plaintiff has standing to seek the relief sought herein on behalf of him or herself and the members of the class.

53. Each individual plaintiff has had numerous personal experiences with being unable to travel safely along public rights of way in the City due to non-compliant sidewalks.

54. For example, Ms. Lawson often needs to traverse throughout the Inman Park and Old Fourth Ward neighborhoods, located in the City. Edgewood Avenue and its connecting streets – Euclid Avenue, Krog Street, and Boulevard Street – contain broken pavement, including uplifted pavement, and large gaps between the hexagonal sidewalk pavers.

55. Where Edgewood Avenue intersects with Euclid Avenue, the public rights of way contain large gaps between the sidewalk pavers, including missing and broken pavers, and exposed tree roots, all of which impede Ms. Lawson's wheelchair.

56. Further, Dixie Avenue contains broken pavement, including broken and uneven sidewalk pavers.

57. At certain areas along these rights of way, Ms. Lawson is required to travel in the roadway due to impassable or dangerous sidewalks, placing her at risk of being hit by a vehicle.

58. Mr. Curtis, who lives in an apartment on Peachtree Road in Atlanta, has been unable to use both Fairhaven Circle NE and Stephen Long Drive, two streets connected to Peachtree Road by Peachtree Hills Avenue.

59. Plaintiff Curtis encounters public rights of way that are deteriorated and inaccessible. Where Peachtree Avenue connects Peachtree Road to Fairhaven Circle NE, there is uneven pavement, including broken and crumbled pavement, steep slopes, and a large dip between the sidewalk and driveways.

60. The section of Peachtree Avenue between Stephen Long Drive and Fairhaven Circle NE contains large sidewalk cracks and gaps. There is also a large drop-off between the sidewalk and the abutting area.

61. Mr. Turner often uses the Five Points Marta Station located on Alabama Street in the City of Atlanta. The streets surrounding the Marta station, including Peachtree Street NW and SW, Auburn Avenue, Wall Street, Forsyth Street, and Marietta Street, are dangerous and inaccessible to Plaintiff Turner.

62. Where Peachtree Street, NW intersects with Auburn Avenue, the

curb ramp is not flush with the street, containing a 3.6% cross slope. Where Wall Street intersects with Peachtree Street, SW the curb ramp is also not flush with the street. Peachtree Street, NW also contains gaps in the pavement.

63. Forsyth Street, in the area between Marietta Street and the Marta Station, contains gaps in the pavement and broken pavement.

64. Additionally, the southeast corner of Marietta Street contains a ramp that is not flush with the street.

V. Class Action Allegations

65. Plaintiffs bring this action against the City of Atlanta pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves individually and all other persons similarly situated.

66. Each member of the proposed class is a “qualified individual with a disability” and/or a person with a disability within the meaning of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, who requires a wheelchair, scooter, or other assistive device for mobility on sidewalks, ramps and similar rights of way.

67. Upon information and belief, the Class is composed of hundreds or thousands of individuals and is so numerous that joinder of all Class members would be impracticable.

68. Each Class member is a qualified individual with a disability who was denied meaningful access and participation in the City's services, programs, or activities.

69. Plaintiffs' claims are typical of the claims of other Class members.

70. Plaintiffs will fairly and adequately represent the interests of the absent Class members. Plaintiffs have no claims that are antagonistic to those of the Class.

71. Plaintiffs' attorneys are experienced in the prosecution of litigation under the ADA and with class action litigation.

72. There are questions of law and fact common to each of the Class members, the answers to which will advance the resolution of the claims of all the Class members, without limitation:

- a. Whether Defendant is violating Title II of the ADA by failing to make its programs, services, and activities accessible to and useable by individuals with disabilities, resulting in discrimination against individuals with disabilities; and
- b. Whether Defendant is violating Section 504 of the Rehabilitation Act by failing to make its programs, services, and activities accessible to and useable by individuals with disabilities, resulting in discrimination against individuals with disabilities.

73. Certification is appropriate under Rule 23(b)(1) of the Federal Rules of Civil Procedure because there is a risk that the prosecution of separate actions would establish incompatible standards of conduct for the Defendant.

74. Certification is also appropriate under Rule 23(b)(3) of the Federal Rules of Civil Procedure because there are common issues of law or fact that predominate over issues affecting individual Class members and, in addition, a class action is superior to other available methods for the fair and efficient adjudication of the instant controversy.

VI. Legal Claims

Count I: Americans with Disabilities Act

75. By this reference, Plaintiffs incorporate the above factual statements, as if fully stated herein.

76. Title II of the ADA states: “no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” 42 U.S.C. §12132.

77. The ADA defines “public entity” as including “any State or local government.” 42 U.S.C. §12115.

78. The City of Atlanta is a “public entity” within the meaning of Title II and is therefore covered by the ADA.

79. Further, Title II of the ADA defines a qualified individual with a disability as “an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.” 42 U.S.C. §12115.

80. Plaintiffs are qualified individuals with disabilities within the meaning of Title II and meet the essential eligibility requirements for the receipt of the City’s services, programs, or activities.

81. The City is required to operate its services, programs, or activities in such a way that “when viewed in its entirety, is readily accessible to and useable by individuals with disabilities.” 28 C.F.R. §35.150(a).

82. Public rights of way constitute an integral service, program, or activity within the meaning of Title II. 28 C.F.R. §35.102(a).

83. A public entity engages in discrimination when its facilities are inaccessible or unusable because individuals with disabilities are either “excluded from participation in” or “denied the benefits of the services, programs, or activities.” 28 C.F.R. §35.149.

84. The definition of facilities, as referred to in the ADA, includes public rights of way. 28 C.F.R. §35.104.

85. Facilities constructed after January 26, 1992 must “be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities.” 29 C.F.R. §35.151(a)(1).

86. Public entities that choose to alter existing public rights of way after January 26, 1992 must, “to the maximum extent feasible,” do so “in such a manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities.” 28 C.F.R. §35.151(b)(1).

87. Resurfacing roadways, and other roadway maintenance projects, are alterations within the meaning of the ADA.

88. A public entity must maintain all facilities that are required to be accessible to individuals with disabilities under the ADA. 28 C.F.R. §35.133(a).

89. As described herein, the City maintains public rights of way that are not accessible to individuals with disabilities.

90. The City has engaged in discrimination against Plaintiffs and those similarly situated by denying them meaningful access to the City’s public rights of way. Hundreds of miles of the City’s sidewalks, including thousands of intersections, are not accessible to and useable by persons with disabilities because of severe deterioration and architectural barriers. The City has

constructed, caused, and/or failed to correct the deterioration and access barriers.

91. Upon information and belief, the public rights of way described herein have been constructed, altered, or improved since January 26, 1992. The City has failed to make altered public rights of way accessible to individuals with disabilities.

92. As a result, Plaintiffs and other persons with disabilities lack equal and meaningful access to the City's services. Plaintiffs must either remain segregated, unable to access the City's services, or risk severe injury by attempting to traverse hazardous, inaccessible public rights of way.

93. The City has also failed to establish a grievance procedure for individuals seeking the repair or replacement of non-compliant rights away, as required by 28 C.F.R. § 35.107(b).

94. Integration and accessibility to public rights of way are fundamental ADA protections. Plaintiffs are entitled to relief under Title II of the ADA, including attorneys' fees and costs.

Count II: Section 504 of the Rehabilitation Act

95. By this reference, Plaintiffs incorporate the above factual statements as if fully stated herein.

96. The Rehabilitation Act provides that no entity receiving federal funds shall discriminate against an individual based on that individual's disability.

97. The City of Atlanta is an entity that receives federal funds in numerous areas.

98. "Discrimination" in this context includes providing a public service that is not reasonably accessible to a person with a disability.

99. "Discrimination" in this context includes the provision of public rights of way for pedestrians as a whole, yet not making reasonable modifications to those areas for people who rely on wheelchairs or similar mobility devices.

100. As described herein, the City maintains public rights of way that are not accessible to all people who rely on mobility devices, including wheelchairs.

101. Plaintiffs are entitled to relief under the Rehabilitation Act, including an order that the City make reasonable modifications to the public rights of way.

102. Plaintiffs are entitled to recover compensatory damages for the harm they have experienced, including fear, humiliation, anger, and other forms of emotional distress, as a result of the violations of the Rehabilitation Act described herein, due to the City's deliberate indifference to the rights of people with disabilities.

WHEREFORE, Plaintiffs pray:

- a. That the Court certify the following Class pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All persons with mobility impairments who have been denied equal access to pedestrian rights of way in the City of Atlanta as a result of the City's policies and practices with regard to repair and maintenance of its pedestrian rights of way.

- b. That the Court appoint the firms of Radford & Keebaugh, LLC and Parks, Chesin & Walbert, P.C. as Class Counsel to represent the interests of the Class;
- c. That the Court declare the City to be in violation of the ADA and Rehabilitation Act due to its failure to maintain its public rights of way in a manner equally accessible to disabled people;
- d. That the Court enter a permanent injunction,
 - i. Requiring the City to obtain an updated, comprehensive audit by a neutral third party approved by the Court, of the City's inventory of sidewalks and intersection access nodes, for purposes of determining ADA compliance;
 - ii. Requiring the City to allocate funds sufficient to bring currently non-compliant rights of way into ADA compliance;

- iii. Requiring the City to bring currently non-compliant rights of way into ADA compliance;
 - iv. Requiring the City to establish a dedicated means by which individuals can report to the City rights of way that are not accessible to disabled people;
 - v. Requiring the City to budget future funds to maintain rights of way in an ADA-compliant manner;
 - vi. Requiring the City to maintain, on an ongoing basis, its public rights of way in a manner compliant with the ADA;
 - vii. Maintaining continuing jurisdiction for a reasonable period of time in order to ensure compliance with the Court's order;
 - viii. Appointment of Class Counsel to monitor compliance with the Court's order.
- e. For a trial by jury;
- f. That Class Counsel be awarded reasonable attorneys' fees and costs;
- and
- g. That the Court grant other legal and equitable relief as the court finds appropriate.

Respectfully submitted this May 24, 2018.

/s/ James Radford

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EXHIBIT A

**Complaint
Lawson et al. v. City of Atlanta**

2010 State of the City's Transportation Infrastructure & Fleet Inventory Report



**City of Atlanta
Department of Public Works
January 2011**

2.3 Sidewalk and Curbing Program Fact Sheet

Overview

Although new sidewalks have been installed under the Quality of Life Bond Program and minor trip hazards have been addressed since the 2008 Infrastructure Report, there is no substantive change to the estimate of existing deteriorated sidewalks and curbing in the City of Atlanta. The inner City's sidewalk network of hexagonal concrete and brick pavers are beyond the expected life of fifty years. These sidewalks have deteriorated, and do not meet the requirements of the Americans with Disabilities Act (ADA) of 1990. Curbing, particularly in outlying areas annexed from Fulton County, include non-standard header rock providing little stormwater control.

Estimated Sidewalk and Curbing Inventory

Based on the 2008 State of the City's Infrastructure Report, it is estimated that the City has 2,158 miles of sidewalks and curbing.

Action Since 2008

Eighteen miles of replacement sidewalks and curbing have been constructed since the State of the City's Infrastructure Report dated December, 2008. This represents less than one percent of the sidewalk and curbing inventory, merely four percent of the 2008 estimated backlog for sidewalks, and eight percent of the 2008 estimated backlog for curbing.

State of the Inventory

The 2008 Infrastructure Report estimated that about 18% of our sidewalk network can be categorized as deteriorated; 10% of curbing is estimated in the report to be deteriorated. While small amounts of infrastructure replacement have occurred over the past two years, the Department of Public Works estimates that these replacements have been offset by further deterioration of the remaining infrastructure. Therefore, the estimated backlog rates remain the same as in the 2008 report. However, replacement costs per mile of construction have been revised upward from the 2008 report.



Deteriorated & Non-ADA Compliant Sidewalk



Deteriorated & Non-ADA Compliant Sidewalk

Table 2.3-1
Sidewalks and Curbing – Backlog Inventory

Sidewalk Program Component	Total Inventory (miles)	Estimation Rate	Backlog (miles)	Estimated Backlog Cost Per Mile (thousands)	Estimated Total Backlog Cost (thousands)
Sidewalks	2,158	18.3%	395	\$268	\$109,012
Curbing	2,158	10.0%	216	\$132	\$29,340
Engineering Services	Not Applicable	10.0%	Not Applicable	Not Applicable	\$14,250
TOTAL					\$152,603

2.3 Sidewalk and Curbing Program Fact Sheet

Prioritization Criteria

A comprehensive sidewalk and curbing assessment of magnitude and condition is needed for the Sidewalk & Curbing Replacement Program. This report estimates an equal distribution of high, medium, and low priority sidewalk and curbing projects in the City. The Department of Public Works will utilize street classification and the following additional data in determining priority of sidewalks and curbing for replacement.

- Street Classification: Arterials (highest priority), Collectors, or Residentials/Locals (lowest priority)
- Connectivity to: Schools, bus routes, parks, and commercial/community/medical center nodes
- Safety: Reports of pedestrian accidents
- Population Density

Table 2.3-2
Sidewalk and Curbing Status Summary

Sidewalk Program Component	High Priority (thousands)	Medium Priority (thousands)	Low Priority (thousands)	Totals (thousands)
Sidewalk	\$39,971	\$39,971	\$39,971	\$119,913
Curbing	\$10,758	\$10,758	\$10,758	\$32,274
Totals	\$50,729	\$50,729	\$50,729	\$152,187

Note: Includes engineering.

Recommendations

The City should first eliminate the current sidewalk repair inventory backlog. If the backlog is not eliminated; every year the deterioration of the sidewalk infrastructure will continue. Once the backlog has been addressed the City should then make a commitment to specifically fund approximately \$15 million annually for a sidewalk maintenance program.

Table 2.3-3
Sidewalks and Curbs Funding Gap

Total Backlog (millions)	Current Annual Budget (millions) A	Annual Budget* Needed (millions) B	Needed vs. Current Funding Gap (millions) B – A	Funding Gap % (B - A)/A
\$152.19	\$0.42	\$15.18	\$14.76	3514.28%

Note: The elimination of the backlog is not considered when calculating the Annual Budget.

2.4 ADA Ramp Program Fact Sheet

Overview

In 2009, the United States Department of Justice initiated a compliance review of the facilities and policies of the City of Atlanta related to the Americans with Disabilities Act (ADA) of 1990. Among other outcomes for City of Atlanta Departments, the Department of Public Works (DPW) is required to identify and install adequate curb ramps at sidewalk locations of streets resurfaced since January, 1992. However, the Department has a desire to do more by providing adequate curb ramps at all sidewalk locations throughout the City.



Intersection Node with Missing ADA Ramp

ADA Ramp Inventory

During this calendar year, in-house staff of the Department of Public Works has extensively revisited non-state route locations within the City which have been resurfaced since 1992. The DPW assessment inventoried 757 miles of City streets. This inventory represents 44% of the entire street network. The inventory found 18,884 intersection nodes with ADA ramp requirements. See the inventory assessment below for the assessed condition of these intersection nodes. An intersection node is defined as one corner of crossing streets. For example, a T-intersection would have two intersection nodes; an X-intersection would have four intersection nodes. Based on this partial inventory, the Department of Public Works estimates that throughout the City there are approximately 43,000 intersection nodes with ADA ramp requirements. This compares to 52,800 from the 2008 State of the Infrastructure Report.

Action Since 2008

Since 2008, the City of Atlanta has replaced ADA ramps primarily through funding from the Quality of Life Bond Program. This replacement program provided ADA-compliant ramps wherever sidewalk replacement projects occurred, as well as when intersection improvement projects were implemented. The count of ADA ramp replacements since 2008 is 813 ramps. This represents 1.9 percent of the estimated ADA ramp inventory. This represents 2.6 percent of the estimated backlog for ADA ramps.

State of the Inventory

This year's ADA ramp assessment found the following at 18,884 intersection nodes with ADA ramp requirements:

- 3,080 intersection nodes were compliant.
- 8,705 intersection nodes had ADA ramps that are currently non-compliant with today's standards.
- 7,099 intersection nodes have no ADA ramps where needed.

The condition of ramps along streets that have not been resurfaced since 1992 has not been inventoried. An assessment is needed to confirm the existence and condition of these ramp requirements. Ramps on the un-inventoried arterials and collectors are estimated at a rate of 4 ramps per 500 feet of street length. It is assumed that 20 percent of the un-inventoried local roads have a sidewalk system. For these sidewalks, it is estimated that there are ramps at a rate of 4 ramps per 500 feet of length.

2.4 ADA Ramp Program Fact Sheet

Prioritization Criteria

In the schedule for improvements provided to the Department of Justice, the inventory of ADA ramp needs have been defined as Priority 1 (high) and Priority 2 (medium) ramps. Priority 1 ramps are along the City's arterial and collector roads that have been resurfaced since 1992. Priority 2 ramps are along the City's local streets that have been resurfaced since 1992. In this report, all ramps mandated in the Department of Justice agreement are high priority. Medium priority ramps are those ramps not included in the Department of Justice mandate that are on arterials and collectors that have not been resurfaced since 1992. Low priority ramps are those ramps not included in the Department of Justice mandate on local streets that have not been resurfaced since 1992.

Table 2.4-1
ADA Ramp - Backlog Inventory

ADA Ramps	High Priority	Medium Priority	Low Priority	Totals
Arterials	1,794	3,886	0	5,680
Collectors	4,380	3,252	0	7,632
Locals	9,630	0	8,500	13,312
Totals	15,804	7,138	8,500	31,442

Table 2.4-2
ADA Ramp Status Summary

ADA Ramps	High Priority (thousands)	Medium Priority (thousands)	Low Priority (thousands)	Totals (thousands)
Arterial	\$2,966	\$6,424	\$0	\$9,390
Collectors	\$7,241	\$5,376	\$0	\$12,617
Local	\$15,920	\$0	\$14,052	\$22,007
Totals	\$26,126	\$11,800	\$14,052	\$51,978



Intersection Node with Non-Compliant ADA Ramp



Missing ADA Ramp Location

2.4 ADA Ramp Program Fact Sheet

Recomendations

The City should first eliminate the current ADA ramp repair inventory backlog. If the backlog is not eliminated; every year the deterioration of the ADA ramps will continue, and the mobility of ADA protected individual will not improve. Once the backlog has been addressed the City should then make a commitment to specifically fund approximately \$5 million annually for a ADA ramp maintenance program.

Table 2.4-3
ADA Ramp Funding Gap

Total Backlog (millions)	Current Annual Budget (millions) A	Annual Budget Needed (millions) B	Needed vs. Current Funding Gap (millions) B-A	Funding Gap % (B-A)/A
\$52.00	\$0.18	\$5.22	\$5.04	2800.00%

Note: The elimination of the backlog is not considered when calculating the Annual Budget.

EXHIBIT B

Complaint
Lawson et al. v. City of Atlanta

In The Matter Of:
ELIZABETH BECKLEY vs.
CITY OF ATLANTA, GEORGIA

MICHELLE WYNN
February 1, 2017
30(b)(6) DEPOSITION
Excerpts Only



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1 here and just go through the number, per se,
2 with you.

3 MR. RADFORD: Okay.

4 MS. FLOYD: Because of the number of
5 years, and the extensive amount of sidewalks
6 throughout the City. So to have one person
7 sit here and do that, we do not have that.

8 MR. RADFORD: Okay.

9 Q. (By Mr. Radford) So you identified the
10 Quality of Life Bond. Out of that, do you know how
11 much was dedicated to sidewalk repair, or
12 installation?

13 A. I apologize. I don't recall. I do
14 have that number, but I don't recall what it is.

15 Q. Okay. Is that something you could --
16 is there some document you could look at to refresh
17 your memory as to that figure?

18 A. Yes.

19 Q. How easy would it be for you to get
20 that? Is it something you could go to your office
21 and say, "Hey, give me the documents that show" --

22 A. It's something that I could find. I
23 couldn't -- I don't know exactly where it is, so I
24 couldn't run down and just get it. I could --

25 Q. But just to be clear, so we're talking

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1 about a Quality of Life Bond -- a specific bond that
2 was taken out in 2000; is that right?

3 A. Uh-huh.

4 Q. And was that like a -- something the
5 voters approved?

6 A. Yes. It was a referendum.

7 Q. Okay. And do you know what the total
8 figure for that bond was?

9 A. 150.

10 Q. 150 million?

11 A. Yeah.

12 Q. And your testimony is that some amount
13 of that was put towards sidewalks.

14 A. Yes.

15 Q. But you don't know --

16 A. I don't recall what it is.

17 Q. Can you say one way or another
18 whether -- I mean, can you give me any kind of rough
19 estimate of what percentage of the deteriorated
20 sidewalks identified in the 2010 report have been
21 brought into compliance?

22 A. No.

23 Q. Do you know for a fact that any
24 percentage of it has been brought into compliance?

25 A. Yes.

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1 Q. Okay. Do you know for a fact whether
2 it's, you know, more than 10 percent?

3 A. I would say the challenge with that
4 type of statement is that while you're bringing one
5 part in compliance, there's something else that is
6 deteriorating, worse.

7 Q. Right.

8 A. So it's -- I'm not comfortable giving a
9 number.

10 Q. Okay. If you look at Page 10, there is
11 a section that says "Recommendations." And it
12 states, "The City should first eliminate the current
13 sidewalk repair inventory backlog. If the backlog is
14 not eliminated every year, the deterioration in the
15 sidewalk infrastructure will continue. Once the
16 backlog has been addressed, the City should then make
17 a commitment to specifically fund approximately
18 \$50 million annually for a sidewalk maintenance
19 program."

20 Now, does that -- do you agree with
21 that recommendation, or at least based on the way
22 things were in 2010?

23 A. I -- yes. I think that's a reasonable
24 recommendation.

25 Q. Okay. And if you look at the -- right

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1 below that recommendation, there's a table, and the
2 estimate given here for -- to repair the total
3 backlog of noncompliant sidewalks, as of 2010, was
4 \$152 million.

5 MS. FLOYD: I object to the form,
6 because it doesn't say "noncompliance." That
7 was sidewalks in general.

8 Q. (By Mr. Radford) Well, to fix, I guess,
9 deteriorated sidewalks, right? -- was \$152 million.
10 Has that -- has that amount been spent to repair
11 deteriorated sidewalks?

12 A. No.

13 Q. And has there been -- has the City
14 allocated 15 million annually for sidewalk
15 maintenance?

16 A. No.

17 Q. Do you know when -- so you identified
18 the Quality of Life Bond. Do you know if any part --
19 well, as money was being spent on sidewalk repair and
20 construction, as part of the Quality of Life Bond, do
21 you know if there was any process in place to
22 prioritize specifically bringing sidewalks into
23 compliance with the ADA?

24 A. There was a portion of the funds that
25 were specific to ADA ramps.

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1 Q. To ADA ramps.

2 A. Yes.

3 Q. As part of that Quality of Life Bond.

4 A. Yes.

5 Q. And do you know what the specific
6 figure for ADA ramps was?

7 A. No. That would be part of the previous
8 number that I said I could not recall.

9 Q. Okay. Well, let's talk about the -- so
10 you identified the Quality of Life Bond as a source
11 of funds that has come since 2010 for sidewalk
12 repair, and you mentioned an agreement with MARTA
13 that was targeted towards the sidewalks surrounding
14 bus stops; is that right?

15 A. Correct.

16 Q. Other than those two sources of funds,
17 is there any other --

18 A. The Renew Atlanta Bond -- the current
19 bond program, also has approximately 5 million that
20 is specific to ADA and sidewalks.

21 And then there are other projects that
22 are -- overlap, and are also repairing sidewalks and
23 install- -- repairing sidewalks or installing new
24 sidewalks and ADA ramps.

25 Q. So when was the Renew Atlanta Bond

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1 City's doing to address any noncompliant ADA -- or
2 any intersections that are noncompliant because of
3 the lack of ADA ramps?

4 A. Well, like I said, specifically in the
5 bond -- the current bond, as we resurface streets --
6 actually before we resurface streets. Once we
7 identify the streets as needing to be resurfaced, or
8 are on our resurfacing list, we also go out and do an
9 assessment specifically of the ADA ramps. And we
10 also are looking at sidewalks along the street.

11 And then we are assigning -- typically
12 through a separate contract, but sometime in the same
13 contract as the resurfacing, we're assigning that
14 work to have that completed, ideally, before the
15 resurfacing, but if not before, then shortly after
16 the resurfacing has occurred.

17 And similarly, DPW is doing that with
18 the LMIG program: local maintenance improvement
19 grant.

20 Q. All right. So looking at the 2010
21 report, if you look at Page 11, which is where the
22 discussion of ADA ramps begins, if you'll look down
23 towards the bottom half of that page, there's a
24 section called "State of the Inventory."

25 And it states there that "This year" --

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1 referring to 2010. "This year's ADA ramp assessment
2 found the following at 18,884 intersection nodes with
3 ADA ramp requirements: 3,080 intersection nodes were
4 compliant; 8,705 intersection nodes had ADA ramps
5 that are currently noncompliant with today's
6 standards; and 7,099 intersection nodes have no ADA
7 ramps where needed."

8 Was that an accurate statement, at
9 least as of 2010?

10 A. Yes. Based on the methodology or the
11 assumptions that they made, that was a
12 reasonable . . .

13 Q. And so of the 8,705 intersection nodes
14 with noncompliant ADA ramps, and the 7,099
15 intersection nodes with no ADA ramps, how many --
16 among those, can you tell me, either in number or a
17 percentage, those that have been brought into
18 compliance?

19 A. Could you ask that again?

20 Q. Yes. Of the noncompliant -- the 8,705
21 noncompliant ramps, and the 7,099 intersections with
22 no ramps, that's roughly -- let's see. Let me do the
23 math. That would be 15,804 noncompliant
24 intersections. Can you tell me a number, or a
25 percentage of those, that have been brought into

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1 compliance since then?

2 A. What was that total number you had
3 again?

4 Q. 15,804.

5 MS. FLOYD: James, too, when you're
6 talking about those 8,705 intersection nodes
7 that had ADA ramps that are currently
8 noncompliant with today's standards, that
9 would include, you know, places that -- you
10 know, streets that were existing before the
11 passage of the ADA.

12 MR. RADFORD: Well, so let's clarify
13 that.

14 MS. FLOYD: Yes.

15 MR. RADFORD: So if you look at the
16 sentence right after that, it says, "The
17 condition of ramps along streets that have not
18 been resurfaced since 2010 has not been
19 inventoried."

20 MS. FLOYD: Okay. Since 1992 --
21 okay -- has not been inventoried.

22 MR. RADFORD: So this is based on
23 inventory of streets that had been resurfaced
24 since 1992.

25 MS. FLOYD: Okay.

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1 Q. (By Mr. Radford) And if you'll -- let's
2 go back and clarify that.

3 If you look up the page, do you see the
4 section that says, "ADA Ramp Inventory"? And it
5 says, "During this calendar year, in-house staff of
6 the Department of Public Works has extensively
7 revisited nonstate route locations within the City
8 which have been resurfaced since 1992."

9 So the inventory we see here is based
10 on streets that had been resurfaced since 1992,
11 correct?

12 A. Say that whole thing again? I'm sorry.

13 Q. So you can see from that sentence that
14 I read, the inventory that we see here in this report
15 of intersections, and intersection ramps, is based on
16 streets that had been resurfaced since 1992, correct?

17 A. Correct.

18 Q. Okay. And of those, there were this
19 15,804 number of intersections that were not
20 compliant -- whose ramps were not compliant with ADA.

21 So I guess I'm asking you, do you know
22 how much of that has been brought into compliance
23 since this report?

24 A. Since this report.

25 Q. Yes.

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1 A. I don't have an exact number. I can
2 give an estimate, but that would be an estimate.

3 Q. Well, give me your best estimate. And
4 you know, it's on the record that it's just an
5 estimate, so, you know, that's fine. But can you
6 give me an estimate?

7 A. I would estimate maybe about
8 five percent.

9 Q. Have been brought into compliance?

10 A. Yes.

11 Q. And why is that number so low?

12 A. Well, I think because the ask is so
13 high. I mean, the expectation is so high.

14 Q. Just -- it's expensive, basically.
15 Right?

16 A. Yes.

17 Q. Is that right?

18 A. Yes.

19 Q. Do you know why?

20 So these are streets that were paved
21 since 1992. Do you know why the -- you know, the
22 ramps weren't brought into compliance along with the
23 paving -- the repaving project?

24 A. I think you also have the factor in the
25 fact that the standards have changed. So you could

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
ATLANTA, GEORGIA
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ 204-19-216

EXHIBIT C
Complaint
Lawson et al. v. City of Atlanta

[Press Release](#) | [Fact Sheet](#)

BACKGROUND

SCOPE OF THE INVESTIGATION

The United States Department of Justice (Department) initiated this matter as a compliance review of the City of Atlanta, Georgia, (City) under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35. Because the City receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The review was conducted by the Disability Rights Section of the Department's Civil Rights Division and focused on the City's compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department's title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the City's obligations under title II and the Department's regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out the City's ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149, 35.150, by:
 - delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible,
 - physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department's title II regulation, 28 C.F.R. §§ 35.150 and 35.151, and the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A.
- to ensure that facilities for which construction or alteration was begun after January 26,

- 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department's title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;
- to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
 - to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 9-1-1 services, for persons who use TTY's and computer modems, 28 C.F.R. § 35.162;
 - to provide information for interested persons with disabilities concerning the existence and location of the City's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
 - to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA's new construction or alterations requirements: Coan Park, Municipal Court, Atlanta Police Department Zone 1, Atlanta Police Department Zone 5, Washington Park Natatorium, Atlanta Fire Station 14, Atlanta Fire Station 4, Adamsville Recreation Center, Bessie Branham Recreation Center, Utoy Creek Reclamation Center, Washington Park Tennis Center, Atlanta Botanical Garden, Rosel Fann Recreation Center, Cleveland Avenue Recreation Center, Ben Hill Recreation Center, Morningside Recreation Center, Martin L. King, Jr. Recreation Center, Atlanta City Detention Center, Atlanta Fire Station 33, Atlanta Workforce Development Agency, Coan Park Recreation Center, Police Office of Professional Standards, Anderson Park Recreation Center, A. D. Williams Park, Gateway Homeless Services Center, Atlanta Fire Station 31, Piedmont Park Conservancy Magnolia Hall, Georgia Hill Neighborhood Facility, Martin L. King, Jr. Natatorium, Bass Recreation Center, Chastain Park Amphitheater, Pitman Pool/Recreation Center, Peachtree Hills Recreation Center, and Central Park Recreation Center.

The Department's program access review covered those of the City's programs, services, and activities that operate in the following facilities: City Hall South, Atlanta City Hall Tower, Cyclorama & Civil War Museum, Public Defender's Office, Atlanta Police Department Zone 2, Atlanta Police Department Zone 6, Boisfeuillet Jones Atlanta Civic Center, Piedmont Park Conservancy/magnolia Hall, Candler Park Golf Course, Oakland Recreation Center, Adams Park & Recreation Center, Mcghee Tennis Center, Grant Park Recreation Center, Grant Park Swimming Pool, Brownwood Recreation Center, Bessie Branham Recreation Center, Atlanta Botanical Garden, Bitsy Grant Center, Collier Park and Recreation Center, Zaban Recreation Center, Atlanta Police Zone 3, Atlanta Police Zone 4, Atlanta Fire Station 15, Atlanta Fire Station 17, Atlanta Fire Station 35, Dunbar Neighborhood Facility, John C. Birdine Neighborhood Facility, and Maddox Park.

The Department also conducted a program access review of the Gateway Center, which is designated as an emergency shelter. This review was limited to the areas of the facility used by members of the public during an emergency: parking, the route from the parking area to the area used as a shelter, the area used as a shelter, and toilet facilities serving that area.

The Department reviewed the City's policies and procedures regarding voting, emergency management and disaster prevention, and sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize these programs.

Finally, the Department reviewed the City Police Department's policies and procedures regarding

providing effective communication to persons who are deaf or hard-of-hearing.

JURISDICTION

1. The ADA applies to the City because it is a “public entity” as defined by title II. 42 U.S.C. § 12131(1).
2. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the City with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
3. The Department is authorized under 28 C.F.R. Part 42, Subpart G, to determine the City's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-110, to suspend or terminate financial assistance to the City provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
4. The parties to this Agreement are the United States of America and the City of Atlanta, Georgia.
5. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.
6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled “Implementation and Enforcement.”

ACTIONS TAKEN BY CITY

7. In 1992, the City appointed Guy Seymor, Chief Psychologist, as ADA Coordinator (ADAC), and he served in this capacity until 1999. In 2000, Alfred Elder, Diversity Manager, was appointed to serve as ADAC and addresses employee-related concerns. To ensure immediate and continued focus on disability issues related to citizens, the City created a Disability Coordinator (DC) position in July 1992. Kate Gainer, a local disability rights activist, was appointed DC. Kimberly Davies assumed the position in 2004 and addresses citizen related concerns.
8. The City conducted an ADA Facilities Self-Assessment from July 1994 through December 1994. Each department was required to physically inspect their respective spaces and complete a survey checklist form comprised of the ADA Standards. In January 2007, consistent with the spirit and intent of “Project Civic Access,” the City conducted a self-assessment of its programs and facilities. The results of this evaluation were discussed with the Department of Justice's Disability Rights Section in February 2007.
9. The City has appointed a Departmental Equal Employment Opportunity Coordinator (DEEOC) for each of its departments in order to assist the ADAC and DC in resolving grievances raising disability-related issues. Procedures for addressing these issues are divided into two distinct processes, “Formal and Informal.” In the “Informal Process,” the DEEOC investigates and resolves issues at the departmental level. If the complainant is dissatisfied with the results of the “Informal Process,” the ADAC initiates the “Formal

Process” and renders a final determination. This process is most often utilized by employees. Citizens normally file complaints directly through the Mayor’s Office of Constituent Services and they are investigated and resolved by the DC.

REMEDIAL ACTION

NOTIFICATION

10. Within two months of the effective date of this Agreement, the City will adopt the attached Notice ([Attachment A](#)); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving the City; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.
11. Within six months of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the City will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the City’s accessible programs, services, and activities.

GRIEVANCE PROCEDURE

12. Within three months of the effective date of this Agreement, the City will adopt the attached ADA Grievance Procedure ([Attachment B](#)), distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

GENERAL EFFECTIVE COMMUNICATION PROVISIONS

13. Within three months of the effective date of this Agreement, the City will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, accessible electronic format such as HTML, etc.).
14. The City will take steps to ensure that all appropriate employees are trained and practiced in using the Georgia Relay Service to make and receive calls.

9-1-1

15. Within three months of the effective date of this Agreement, the City will ensure that each 9-1-1 call station is equipped with a TTY or computer equivalent.
16. Within three months of the effective date of this Agreement, the City will develop procedures for answering 9-1-1 calls that include training all call takers to use a TTY to take 9-1-1 calls, to recognize a “silent” open line as a potential TTY call and respond by TTY, and to ensure that TTY calls are answered as quickly as other calls received.
17. The City will monitor its incoming 9-1-1 TTY calls to ensure they are answered as quickly

and accurately as other calls received.

18. The City will incorporate correct TTY call-taking procedures into 9-1-1 call takers' performance evaluations and will amend its personnel policies to include written disciplinary procedures for call takers who fail to perform TTY call-taking consistent with the training and procedures. The City will implement and report to the Department its evaluation and procedures within three months of the effective date of this Agreement.

LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

19. Within three months of the effective date of this Agreement, the City will adapt for its own use and implement the Atlanta Police Department's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing [[Attachment C](#)] and distribute to all police officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* [[Attachment D](#)].
20. Within three months of the effective date of this Agreement, the City will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its police or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).
21. Within three months of the effective date of this Agreement, the City will ensure that each police station or substation and each detention facility is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls. Where inmate telephone calls are time-limited, the City will adopt policies permitting inmates who use TTY's a longer period of time to make those calls, due to the slower nature of TTY communications compared with voice communications.

EMPLOYMENT

22. Within three months of the effective date of this Agreement, the City will complete a review of its employment policies and amend them, as necessary, to comply with the regulations of the U.S. Equal Employment Opportunity Commission implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630. At minimum, those policies will provide that the City:
 - will not discriminate on the basis of disability in its hiring or employment practices.
 - will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position.
 - will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the City's business. If an applicant or an employee requests a reasonable accommodation and the individual's disability and need for the accommodation are not readily apparent or otherwise known, the City may ask the individual for information necessary to determine if the individual has a disability-related need for the accommodation.
 - will maintain any employee's medical records separate from personnel files and keep them confidential.
 - will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent the City's selection criteria have the effect of disqualifying an individual because of disability,

EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

23. The Department will work collaboratively with the City to ensure that the City's Emergency Operations Plan (EOP) will be in compliance with ADA requirements. The touchstone for compliance with ADA requirements relating to emergency management is [Chapter 7](#) of the Department's *ADA Best Practices Tool Kit for State and Local Government (ADA Tool Kit)*, which addresses in detail key ADA obligations that apply to all aspects of emergency management, including planning, preparedness, evacuation, shelters, medical and social services, lodging and housing programs, recovery, and rebuilding.
24. The City is committed to compliance with the ADA requirements as described in [Chapter 7](#) of the *ADA Tool Kit*. Within 60 days of the effective date of this Agreement, the City will revise its EOP so that it conforms with [Chapter 7](#) of the *ADA Tool Kit*, and the City will provide a copy of its revised EOP (including supporting documents) to the Department. The Department will review the revised EOP to ensure compliance with title II of the ADA and its implementing regulation.
25. If the City contracts with another entity, such as the American Red Cross or another local government, to provide its emergency preparedness plans and emergency response services, the City will ensure that the other entity complies with the following provisions on its behalf.
26. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that it regularly solicits and incorporates input from persons with a variety of disabilities and those who serve them regarding all phases of its emergency management plan (preparation, notification, response, and clean up).
27. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that its community evacuation plans enable those who have mobility impairments, vision impairments, hearing impairments, cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others. Some communities are instituting voluntary, confidential registries of persons with disabilities who may need individualized evacuation assistance or notification. If the City adopts or maintains such a registry, its report to the Department will discuss its procedures for ensuring voluntariness, appropriate confidentiality controls, and how the registry will be kept updated, as well as its outreach plan to inform persons with disabilities of its availability. Whether or not a registry is used, the City plan should address accessible transportation needs for persons with disabilities.
28. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that if its emergency warning systems use sirens or other audible alerts, it will also provide ways to inform persons with hearing impairments of an impending disaster. The use of auto-dialed TTY messages to pre-registered individuals who are deaf or hard of hearing, text messaging, e-mails, open-captioning on local TV stations and other innovative uses of technology may be incorporated into such procedures, as well as lower-tech options such as dispatching qualified sign language interpreters to assist with emergency TV broadcasts.
29. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that its facilities designated as emergency shelters have a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Such shelters will be made available to persons whose disabilities require access to electricity and refrigeration, for example, for using life-

sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying persons of the location of such shelters.

30. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that persons who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
31. Some of the City's emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
32. Within one month of the effective date of this Agreement, the City will request in writing that each of the owners and operators of the shelter facilities listed in Attachment G will remove the noted barriers to access for persons with disabilities. The request will specify that the remediation be completed within one year of the effective date of this Agreement. The City will simultaneously send a courtesy copy of the request to the Department.
33. Within 14 months of the effective date of this Agreement, the City will survey the shelters listed in [Attachment G](#) to determine whether the noted barriers have been removed. If not all barriers have been removed, the City will identify within 18 months of the effective date of this Agreement an appropriate number of alternate shelters where the parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms to the shelter area comply with the Standards.
34. Within three months of the effective date of this Agreement and until all emergency shelters have accessible parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms and bathing facilities serving the shelter area, the City will identify and widely publicize to the public and to persons with disabilities and the organizations that serve them the most accessible emergency shelters.
35. Within 3 months of the effective date of this Agreement, it will develop, implement, and report to the Department its plans for providing equivalent opportunities for accessible post-emergency temporary housing to persons with disabilities. Within one year of the effective date of this Agreement, the City will ensure that information it makes available regarding temporary housing includes information on accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if people with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

SIDEWALKS

36. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written process for soliciting and receiving input from persons with disabilities regarding the accessibility of its sidewalks, including, for example, requests to add curb cuts at particular locations.
37. Within three months of the effective date of this Agreement, the City will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not

considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway.

38. Beginning no later than three months after the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a new street, road, or highway is constructed or altered.
39. Within three months of the effective date of this Agreement, the City will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.
40. Beginning no later than three months after the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

WEB-BASED SERVICES AND PROGRAMS

41. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the City will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the City (Internet Personnel) the technical assistance document, “Accessibility of State and Local Government Websites to People with Disabilities,” which is [Attachment F](#) to this Agreement (it is also available at www.ada.gov/websites2.htm).
42. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the City will do the following:
 - A. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;
 - B. Ensure that all new and modified web pages and content are accessible;
 - C. Develop and implement a plan for making existing web content more accessible;
 - D. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and
 - E. Periodically (at least annually) enlist people with disabilities to test its pages for ease of use.

PHYSICAL CHANGES TO FACILITIES

43. The elements or features of the City’s facilities that do not comply with the Standards, including those listed in Attachments [I](#), [J](#), [K](#), and [L](#), prevent persons with disabilities from fully and equally enjoying the City’s services, programs, or activities and constitute discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and 28 C.F.R. §§ 35.149 and 35.150.
44. The City will comply with the cited provisions of the Standards when taking the actions required by this Agreement.

45. Within three months of the effective date of this Agreement, the City will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.
46. Newly Constructed Facilities: In order to ensure that the following spaces and elements in City facilities for which construction was commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments [I](#) and [M](#).
47. Altered Facilities: In order to ensure that the following spaces and elements in City facilities for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments [I](#) and [M](#).
48. Program Access in City Existing Facilities: In order to ensure that each of the City's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the City will take the actions listed in Attachments [K](#) and [M](#).
49. City Facilities and Programs Not Surveyed by the Department: The City will review compliance with the requirements of Title II of the ADA for those City facilities and programs that were not reviewed by the Department. Within 12 months of the effective date of this Agreement, the City will submit for review by the Department a detailed report listing the access issues identified during its review together with the corrective actions and completion dates proposed to resolve such issues. The review conducted by the City, the access issues identified, and the corrective actions and completion dates proposed will be consistent with the requirements of Title II of the ADA; the review of City facilities and programs conducted by the Department for purposes of this Agreement; and the access issues, corrective actions, and completion dates reflected in Attachments [I](#), [J](#), [K](#), and [M](#).

PROGRAM MODIFICATIONS

50. Access to City Programs Housed in Others' Facilities: In order to ensure that the City's programs, services, and activities that are the subject of this Agreement and that are operated by the City at facilities owned or controlled by other entities, when viewed in its entirety, are readily accessible to and usable by persons with mobility impairments, the City will take the actions listed in [Attachment L](#).

PROGRAMS FOR VICTIMS OF DOMESTIC VIOLENCE AND ABUSE

51. If the City owns or operates any Domestic Violence Programs, within three months of the effective date of this Agreement, it will do the following:
- A. Whatever written information is provided regarding its Domestic Violence Programs will also be provided in alternate formats, including Braille, large print, audio recording, and electronic formats, upon request.
 - B. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with persons who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign

language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.

- C. If the City's Domestic Violence Programs operate a hotline to take telephone calls of an emergency nature, the City shall ensure that it provides equivalent service for persons who use TTY's, including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the state or local Telecommunication Relay Services. The City will obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure effective communication by Hotline staff with direct-connection callers using TTY's, as well as the training necessary to respond to callers who use the Telecommunication Relay Services.
- D. Survey facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of Domestic Violence Programs – to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing. Within one year of the effective date of this Agreement, modify each such facility to remove the barriers or, alternatively, procure another, fully accessible facility to ensure that potential clients and family members with disabilities have integrated options when participating in a sheltering or other Domestic Violence program. Nothing in this Agreement requires any modifications that would compromise the confidentiality of a shelter or counseling center. Until there is a sufficient stock of accessible housing and other facilities within the sheltering program, City will implement written procedures ensuring that it has identified temporary accessible housing (such as accessible hotel rooms within the community or in nearby communities) and other facilities that could be used if people with disabilities need sheltering or inservice access to a Domestic Violence Program. The cost to potential clients of being housed or otherwise served in alternate accessible facilities shall not exceed any costs normally attributed to clients of the City's Domestic Violence Programs.
- E. Implement written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of the City's Domestic Violence Programs on the basis of disability.
- F. Implement written procedures to ensure that persons with disabilities who use service animals are not denied or discouraged from participating in Domestic Violence Programs, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the City's Domestic Violence Programs even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals. If the City's Domestic Violence Programs require clients to make any payments for shelter or other services they provide, clients shall not be required to make additional payments because they or their family members use service animals.
- G. Implement written procedures to ensure that reasonable modifications are made to the City's Domestic Violence Programs when necessary for a client or family member

with a disability to participate in such Programs, unless doing so would fundamentally alter the nature of the program.

- H. Implement written policies to ensure that despite any “drug-free” policy of the City’s Domestic Violence Programs, persons with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such Programs or being housed in a shelter.
52. 52. If the City contracts with another entity to provide or operate programs that provide shelter, counseling, or other assistance or supportive services to victims of domestic violence or abuse and their families (hereafter referred to as “Domestic Violence Programs”), it will ensure that the other entity complies with the preceding provisions on its behalf. If that entity will not comply with the following provisions, the City will nonetheless take all necessary steps to ensure that its program is accessible to persons with disabilities.
53. 53. Some of the of the City’s shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
54. 54. This Agreement shall not be construed to require the City to divulge confidential information relating to the location or existence of any Domestic Violence Programs, beyond what is otherwise required by applicable law or what is necessary for the Department to effectively enforce this Agreement.

MISCELLANEOUS PROVISIONS

55. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the City will submit written reports to the Department summarizing the actions the City has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.
56. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the City will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
57. Within six months of the effective date of this Agreement, the City will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. The City will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.
58. Within one year of the effective date of this Agreement, the City will deliver its training program to all City employees who have direct contact with members of the public. At the end of that period, the City will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

IMPLEMENTATION AND ENFORCEMENT

59. If at any time the City desires to modify any portion of this Agreement because of changed

conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.

60. The Department may review compliance with this Agreement at any time. If the Department believes that the City has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the City in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the City, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II and section 504 of the Rehabilitation Act.
61. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the City to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.
62. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
63. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the City or the Department on request.
64. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the City's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.
65. This Agreement will remain in effect for three years or until the parties agree that all actions required by the Agreement have been completed, whichever is later.
66. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.
67. The effective date of this Agreement is the date of the last signature below.

For the City of Atlanta, Georgia:

For the United States:

By: _____
 SHIRLEY FRANKLIN, Mayor
 City of Atlanta
 Office of the Mayor
 55 Trinity Avenue, SW
 Suite 2400
 Atlanta, GA 30303
 (404) 330-6100

THOMAS E. PEREZ
 Assistant Attorney General for Civil
 Rights

JOHN L. WODATCH, Chief
 JEANINE M. WORDEN, Deputy
 Chief
 DOV LUTZKER, Special Counsel

Date: _____ By: _____
 NAOMI MILTON, Supervisory

Attorney

Municipal Clerk (Seal)

RECOMMENDED:

Chief Operating Officer

APPROVED AS TO FORM:

City Attorney

By:_____

TERRY D. FULTON, Investigator

MICHELE MALLOZZI, Architect

Disability Rights Section - NYA

Civil Rights Division

U.S. Department of Justice

950 Pennsylvania Avenue, N.W.

Washington, DC 20530

(202) 307-0663

(202) 514-7821 (fax)

Date: _____ 12/08/2009

[Project Civic Access](#) | [ADA Home Page](#)

December 10, 2009

EXHIBIT D

Complaint
Lawson et al. v. City of Atlanta

In The Matter Of:
ELIZABETH BECKLEY vs.
CITY OF ATLANTA, GEORGIA

LAWRENCE JETER
November 17, 2016
30(b)(6) DEPOSITION
Excerpts Only



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Min-U-Script® with Word Index

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1 I were to go to the Atlanta.ga website, how would I
2 find specifically what you're talking about?

3 A. It should pop up on a screen on the
4 initial page, and you can also access it via the
5 Department of Public Works. There's a drop down menu
6 and various departments are identified and you should
7 be able to access it via one of those drop down menus,
8 via department along with some other additional
9 things.

10 Q. Is there any sort of form or grievance
11 procedure specifically aimed towards the ADA
12 compliance?

13 A. No.

14 Q. So what you're talking about is sort of a
15 form or a request that would generally apply to
16 requests for sidewalks repair?

17 A. Yes.

18 Q. Like if the sidewalk in front of my house
19 was broken out by branches, there's some kind of form
20 I could request a repair to that?

21 A. Yes, you could request a service request.
22 As I mentioned earlier, we consider sidewalk ADA ramps
23 an integral component to sidewalk construction. So
24 you can ask for an ADA repair via that same problem
25 code that tracks those requests.

30(b)(6) DEPOSITION

16

1 Q. Okay. It's the same form basically?

2 A. Yes.

3 Q. The form for the sidewalk is broken up by
4 branches, is the same way I would go to say a sidewalk
5 doesn't have a ramp --

6 A. Correct.

7 Q. -- so I can't get up on it in my
8 wheelchair?

9 A. Correct.

10 Q. And is there any kind of separate
11 grievance procedure for ADA noncompliance with respect
12 to sidewalk access?

13 A. No.

14 MR. RADFORD: It looks like I'm still not
15 able to -- there's a law guest, do you know if
16 there's a password for that?

17 MS. FLOYD: I do not. I'm sorry.

18 MR. RADFORD: Okay. Can we find out?

19 MS. FLOYD: Let me see if I can e-mail
20 someone about that.

21 MR. RADFORD: Let's go off the record.

22 (Recess from 10:27 a.m. to 10:29 a.m.)

23 Q. (By Mr. Radford) So for the record, I've
24 got pulled up on my laptop here the City of Atlanta
25 website, Atlantaga.gov. Have I truly and accurately

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17

1 pulled up the City of Atlanta website?

2 A. Yes, that's the City of Atlanta website.

3 Q. Okay. So how would I find on this website
4 what you're talking about, the place to request or
5 repair a sidewalk?

6 A. Okay. It usually scrolls through --

7 Q. What if I look up public works in the
8 search bar? Try that?

9 A. Well, yeah, you can.

10 Q. Let's see if that gets us there. City of
11 Atlanta Public Works.

12 A. Yeah.

13 Q. And you can scroll on your own if you want
14 to.

15 A. Yeah. Hit the residence.

16 Q. Residence.

17 A. Let's see what --

18 Q. So we've clicked on the tab residence.

19 A. I'm just --

20 Q. Sure. Go ahead. So you clicked on City
21 Hall and then another tab that says online services.

22 A. Right. And scroll back up for me. Can
23 you go back up in the search and type 311.

24 Q. So I'm going up to the search bar and
25 typing 311?

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18

1 A. Yeah.

2 Q. Okay.

3 A. Atl311. I don't know why they don't give
4 you a --

5 Q. Well, let's try the Public Works page
6 again. Here's Atl311.com.

7 A. Yeah.

8 Q. So I'm going to Atl311.com which is a link
9 off of the public works page on the Atlanta website.

10 A. Okay. It should list several sections you
11 can go in. I think one says streets and sidewalks.

12 Q. I'll go in the search bar and search for
13 sidewalks on the Atl311.com webpage.

14 So that's taking a while to load, but as
15 we're looking at the main page it looks like a
16 specific link that says sidewalk defects?

17 A. Right.

18 Q. So I'm clicking that. While we're waiting
19 for this to load --

20 A. Okay.

21 Q. -- is there any place where data would be
22 compiled as to requests that have from come through
23 this website?

24 A. Yes. There's a way we can pull the data
25 out. All requests go in and they're assigned a

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19

1 problem code. And most street and sidewalk problem
2 codes start with ST. And I think the specific code
3 for sidewalk is ST-930. And then we've got some other
4 ones ST-931 which is larger sidewalk repairs.

5 Q. So ST-930 --

6 A. Is the primary problem code that's used to
7 track those defects or request for services.

8 Q. Request for sidewalk repairs?

9 A. Uh-huh.

10 Q. And then ST-931 would be another code?

11 A. Yeah, I believe that one -- that's to
12 request for larger sidewalk repairs.

13 Q. Okay. Is there any code specifically
14 designated for lack of wheelchair access?

15 A. No.

16 Q. Has there been any efforts to publicize
17 this website and this process to people who might need
18 wheelchair access to let them know that this is how
19 they would go about filing a grievance?

20 A. I am not aware of any PSAs or advisories
21 specific to those type of requests.

22 Q. Okay. And one reason I ask, I mean, kind
23 of in my own research, you know as we were working on
24 this case, we went on Google and, you know, looking
25 for the form that I would use to request, you know, a

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1 sidewalk ramp be repaired or notify the City that
2 there's no sidewalk access at a certain intersection
3 and there's not anything.

4 And I just want to be sure there's not
5 something out there that I don't know of. But as far
6 as you know that's accurate, there's not been anything
7 that's labeled as this is how a person in a wheelchair
8 would request a sidewalk ramp be put in at a given
9 sidewalk?

10 A. That's correct.

11 Q. But as an internal matter, you all would
12 find out about it if they went through this Atl311
13 website?

14 A. That's correct.

15 Q. Okay. And this could be a problem with my
16 phone or it could be a problem with the -- but just
17 for the record we've clicked on a link of Atl311 that
18 relates to sidewalk repair requests. And it says the
19 page isn't working. But, again, that could be just
20 because we're having trouble with the connection and
21 we can check that out later.

22 Okay. And this Atl311 this website and
23 this process for requesting sidewalk repairs, how long
24 has this process been in place?

25 A. The 311 process is a fair ly new step in

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21

1 customers being able to access services to the City.
2 I think within the last two to three years the 311
3 call center or that number, 311, was activated. But
4 the work management system that this information feeds
5 into has -- we have used that system 10, 15 years. I
6 mean --

7 Q. Okay. So the internal work management
8 system has been around for 10 or 15 years, but I guess
9 the means for the public to communicate that to the
10 City has only been around for two to three years?

11 A. Well, the specific 311 system. We've had
12 other methods. I believe it was previously called
13 customer service call center. You know, we've also
14 had -- the departments had their internal customer
15 service divisions. But with this administration the
16 mayor chose to centralize it into a centralized call
17 center.

18 (Plaintiff's [Exhibit](#) 2 was marked for
19 identification.)

20 Q. (By Mr. Radford) I'm going to show you
21 what I'm going to mark as Plaintiff's [Exhibit](#) 2. I'll
22 represent to you that this is a copy of the 2009
23 settlement agreement that I got from the Department of
24 Justice website. Take as much time as you need to
25 review it. And let me know if there's something about

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22

1 it that makes you think it's not an accurate copy.
2 And you can see on the very bottom of the page the
3 government website it was accessed from.

4 A. Okay.

5 Q. And are you familiar with this document?

6 A. Yes, I am.

7 Q. And I know it's a long document, but based
8 on what you've been able to see from your brief
9 review, does it appear to be an accurate copy of the
10 2009 settlement agreement?

11 A. It does.

12 Q. And if you'll turn to Page 6, on the
13 bottom it says 6/12 on the bottom. You see at the
14 very bottom of that page it says sidewalks?

15 A. Yes.

16 Q. So the next Page 7 is where the actual
17 agreement with relation to sidewalks begins. And
18 that's Paragraphs 36 through 40.

19 A. Uh-huh.

20 Q. All right. So I want to take a look at
21 Paragraph 36 specifically which provides: "Within
22 three months of the effective date of this agreement,
23 the City will implement and report to the Department
24 its written process for soliciting and receiving input
25 from persons with disabilities regarding the

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23

1 accessibility of its sidewalks, including, for
2 example, requests to add curb cuts at particular
3 locations."

4 Now from what I understand, at least
5 present day, there is no specific written process for
6 requests for wheelchair ramps outside of the sort of
7 general 311 system for sidewalk repairs, correct?

8 A. Correct.

9 Q. And do you know if there ever was any
10 written process for soliciting and receiving input
11 from persons with disabilities regarding the
12 accessibility of sidewalks?

13 A. I do not.

14 Q. Have you ever seen any kind of written
15 process that would meet that description?

16 A. I have not.

17 Q. Let me ask you this question: So through
18 the 311 process on the website or from whatever
19 existed prior to 311, do you have any record of how
20 many requests have come from persons specifically
21 complaining that there was not a sidewalk
22 accessibility accomodation in a given place within the
23 City?

24 A. Could you repeat that?

25 Q. Yeah, I made that too complicated. I'm

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24

1 going to talk about sidewalk ramps because that's the
2 most obvious accessibility accomodation, right?

3 A. All right.

4 Q. So either from the new 311 system or
5 through whatever proceeded that, do you have any
6 record of how many requests have come from people to
7 the City of Atlanta for installation of sidewalk
8 ramps?

9 A. No, I don't.

10 Q. I asked you the question if you had any
11 record of that, do you know how many requests have
12 come through?

13 A. No, I do not.

14 Q. How would we find that out?

15 A. Through a search of our Hansen work
16 management system, specifically the product code
17 ST-930. You would have to review those specific
18 requests. And then once an inspection is completed,
19 the field comments are in there as well as any
20 associated work orders that were eventually performed
21 as a result of that service request.

22 Q. Okay. So because there's no specific code
23 for wheelchair ramps, you would have to go into sort
24 of the subcategory of sidewalk repairs and then search
25 within those to see, I guess, just based on the

SECTION 1 - MISSING RAMPS

EXHIBIT E

Complaint
Lawson, et al. v. City of Atlanta



4th Street NE and Durant Place NE
(Missing ramp)



4th Street NE and Durant Place NE
(Missing ramp)



Monroe Drive NE and Cresthill Avenue NE
(Missing ramp)



Irwin Street NE & Hilliard Street NE
(Missing ramps)



Dixie Avenue NE and Spruce St NE
(Missing ramps)



Piedmont Avenue between 10th Street & 11th
Street
(Missing ramp)



Marietta Street and Bankhead Avenue NW
(Missing Ramp)



Spring Street & 19th Street
(Missing ramp)



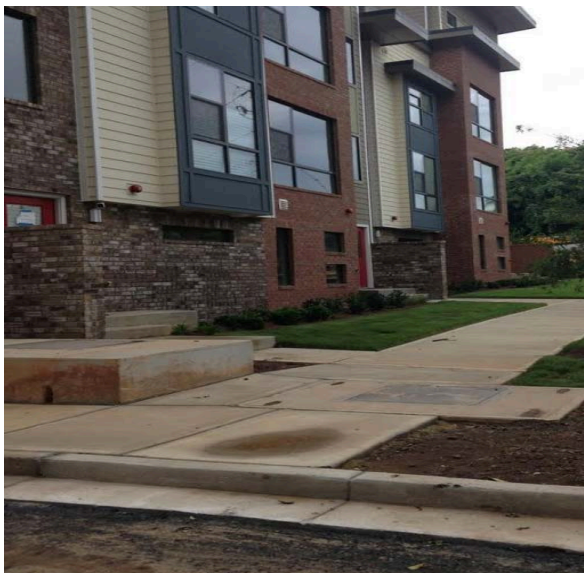
Montgomery Street & Meridian Street SE
(Missing ramp)



Peachtree Place at Cypress Street NE &
Peachtree Place NE
(Missing ramp)



17th Street NW, east of Peachtree Street
(Missing ramp)



19 Weatherby Street
(Missing ramp)



15th Street NE
(Missing ramp)



Juniper Street NE & 12th Street NE
(Missing ramp)



4th Street NE and Juniper Street NE
(Missing ramp)



Edgewood Avenue at William H Borders Sr Drive
(Missing ramps)



3rd and Spring Street NW
(Missing ramp)



Monroe Drive NE & Park Drive NE
(Missing ramps)



Monroe Drive NE & Park Drive NE
(Missing ramps)



Intersection of McDonough Boulevard SE &
Martin Avenue SE
(Missing ramp)



Atlantic Drive NW and 11th Street
(Missing ramp)



Atlantic Drive NW & Home Park Avenue NW
(Missing ramp)



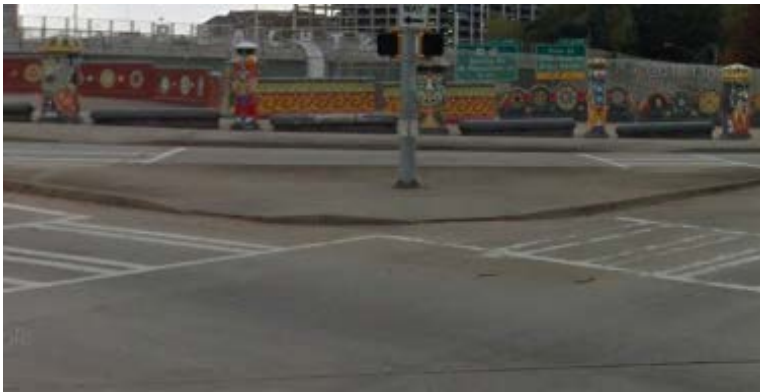
Atlantic Drive NW & Home Park Avenue NW
(Missing ramp)



Atlantic Drive NW & Home Park Avenue NW
(Missing ramp)



Peachtree Street and Williams St
(Missing ramp)



Courtland Street NE and Ralph McGill Boulevard NE
(Missing ramps, not flush with crosswalk)



Linden Avenue NW & Spring Street NW
(Ramp missing and crosswalk improperly marked)



Montgomery Ferry and Piedmont Way NE and
Pelham Road NE
(Missing ramp)



15th Street and Arts Center Way
(Missing ramp)



16th Street
(Missing ramp)



Virginia Circle NE & Arcadia Street
(Missing ramp)



North Highland Avenue NE and Drewry Street NE
(Missing ramp)



Courtenay Drive NE & Wayne Avenue NE
(Missing ramp)



Montgomery Ferry Drive NE & Polo Drive NE
(Missing Ramp)



Peachtree Circle NE and 16th Street
(Missing ramp)



Atlantic Drive NW & 10th St NW
(Missing ramp)



Luckie Street NW at Arthur Blank Family YMCA
(Missing ramp)



Irwin Street NE & Hilliard Street NE
(Missing ramps)



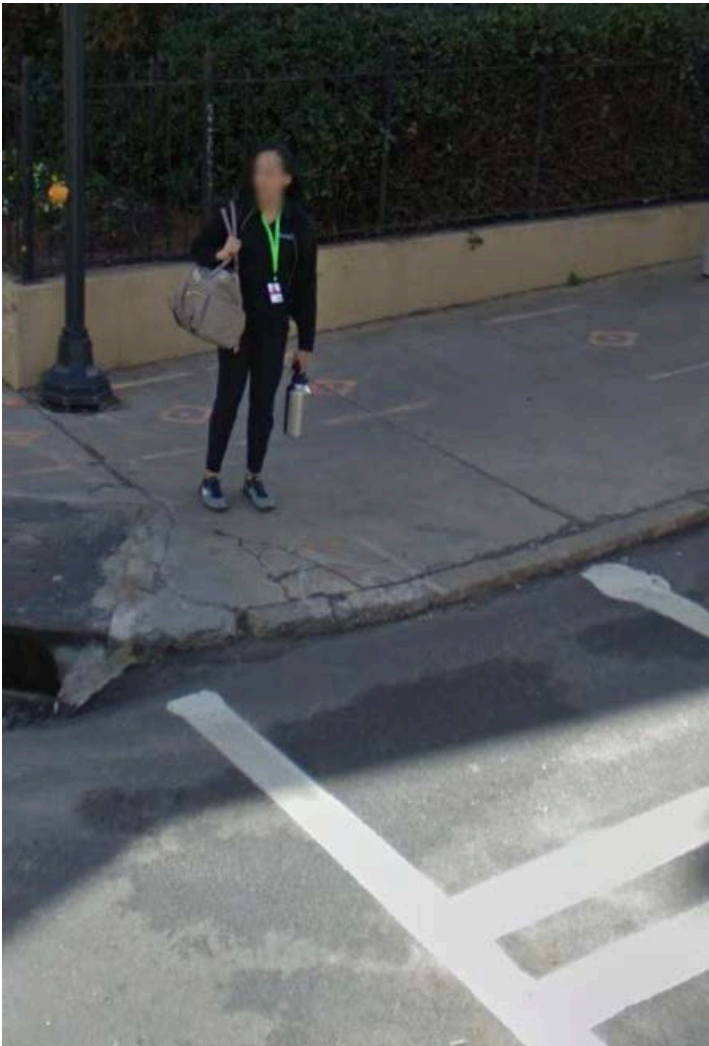
Clifton Road & Ponce de Leon Avenue
(Missing ramp)



Peachtree Center Avenue at Gilmer
(Missing ramp)



16th Street NE & Peachtree Circle NE
(Missing ramp)



Spring Street NW & 8th Street NW
(Missing ramp)



10th Street NW & Greenfield Street
(Missing ramp)



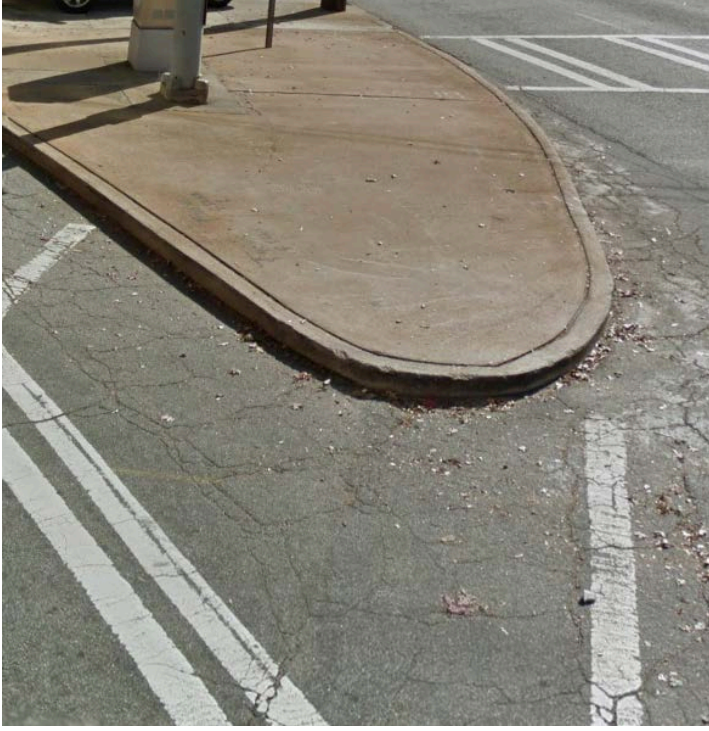
Virginia Avenue NE and Kanuga Street NE
(Missing ramp)



Northside Drive NW at Grace Midtown Church
(Missing ramp)



Northside Drive NW & Meldrum Street NW
(Missing ramp)



West Marietta Street NW and Brady Avenue NW
(Missing ramp)



8th Street NW and West Marietta St NW
(Missing ramp)



Virginia Avenue NE & Greencove Avenue NE

SECTION 2 –
BROKEN/OBSTRUCTED RAMPS



15th Street and Peachtree Street
(Obstructed ramp)



15th Street
(Obstructed ramp)



Juniper Street NE & 12th Street NE
(Obstructed ramp)



Peachtree Street & 6th Street
(Obstructed ramp)



Courtland Street NE and Ralph McGill Boulevard
NE
(Obstructed ramp)



Piedmont Avenue NE & 6th Street NE
(Obstructed ramp)



Peachtree Street NE
(Obstructed ramp)



18th Street NW and Spring Street
(Obstructed ramp)



Arts Center Way & 15th Street NE
(Obstructed ramp)



Peachtree Place NE
(Cracks at ramp entry)



4th & W Peachtree
(Ramp concerns)



3rd Street NW
(Cracks at ramp entry and no crosswalk)



SW corner of Edgewood Avenue & Hurt Street
(Cracks in ramp)



Island at NW corner of Dill Avenue & Lee St.
(No flare between ramp and flat pavement)



45 Marietta St, ramp at SE corner - Forsyth Intersection
(Not flush with street)



Auburn Avenue NW & Peachtree St
(Ramp not flush with street & 3.6% cross slope.)



Wall St and Peachtree ST, SW corner
(Ramp not flush with street)



Spring Street NW & Abercrombie Place NW
(Broken ramp)



Orme Circle NE and Monroe Drive NE
(Ramp Obstructed)



Peachtree St NW and Spring Street NW
(Ramp obstructed)



Juniper Street NE & 8th Street NE
(Obstructed ramp)



Peachtree Street NE & Spring Street NW
(Obstructed ramp)



18th Street and Spring Street
(Hole at ramp entry)



11th Street and Peachtree Walk NE
(Hole at entry of ramp)



Hill St SE and South Avenue SE
(Ramp in need of repair)



Courtland Street NE and Ralph McGill Boulevard
NE
(Ramp not flush with crosswalk)



3rd & Juniper
(Ramp in disrepair)



12th Street NW & Spring Street
(Broken ramps)



Williams Street NW
(Cracks in ramp)



Juniper Street NE & 5th Street NE
(Ramps in need of repair)



Piedmont Avenue NE & 7th Street NE
(Obstruction)



Piedmont Avenue NE & 7th Street NE
(Ramp in need of repair)

SECTION 3 – BROKEN, UNEVEN
SIDEWALKS



Ponce de Leon Avenue between Charles Allen Drive NE & Monroe Drive NE
(Broken, uneven Sidewalk)



Piedmont Avenue between 5th Street NE and 6th Street NE
(Broken, uneven Sidewalk)



Piedmont Avenue & 4th Street NE
(Broken, uneven Sidewalk)



Piedmont Avenue between 3rd Street NE & 4th
Street NE
(Broken, uneven Sidewalk)



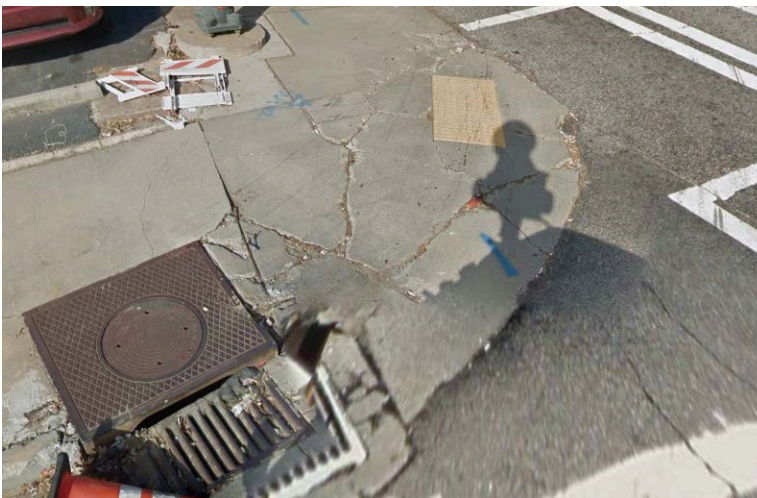
Piedmont Avenue north of Ponce de Leon
Avenue NE
(Broken, uneven Sidewalk)



952 Edgewood Avenue
(Broken, uneven sidewalk)



McDonough Boulevard between Lakewood Avenue SE and Martin Street SE
(Broken, uneven sidewalk)



Spring Street & 16th Street
(Broken, uneven Sidewalk)



Renaissance Parkway & Courtland Street NE
(Broken, uneven Sidewalk)



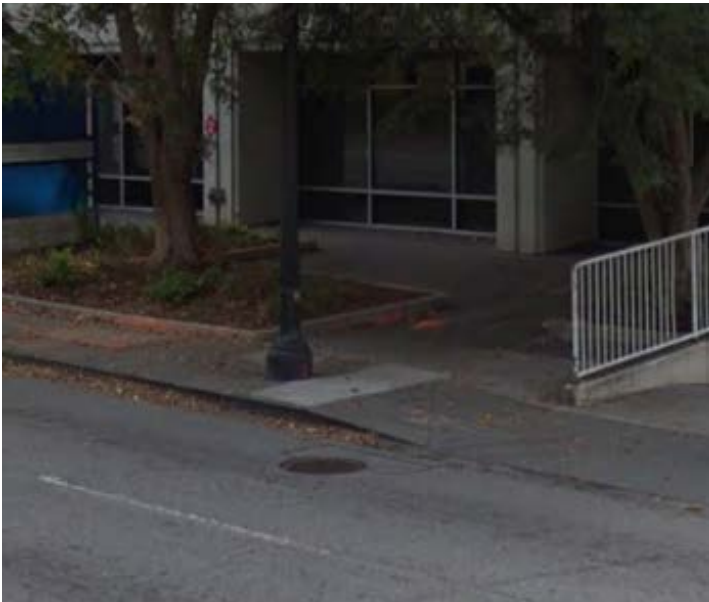
Wylie Street SE
(Obstructed sidewalk)



Glen Iris Drive NE
(Broken, uneven Sidewalk)



1221 Euclid Avenue NE
(Broken, uneven Sidewalk)



West Peachtree Street
(Broken, uneven Sidewalk)



North Highland Avenue NE
(Disjointed sidewalk)



North Highland Avenue NE and Copenhill Avenue
NE
(Broken, uneven Sidewalk)



Edgewood Avenue & Auburn Avenue
(Broken, uneven Sidewalk)



889 Edgewood Avenue
(Broken, uneven Sidewalk)



859 Edgewood Avenue
(Broken, uneven Sidewalk)



877 Edgewood Avenue
(Broken, uneven Sidewalk)



Adjacent to green space across the street from
846 Euclid
(Broken, uneven Sidewalk)



752 Dixie Avenue
(Broken, uneven Sidewalk)



Juniper Street NE & 5th Street NE
(Broken, uneven Sidewalk)



Lakewood Avenue SE between McDonough
Boulevard & Milton Avenue
(Hole and broken, uneven Sidewalk)



Jonesboro Road SE & McDonough Boulevard
(Broken, uneven Sidewalk)



184 Lakewood Avenue SE
(Broken, uneven Sidewalk)



104 McDonough Boulevard
(Broken, uneven Sidewalk)



Campbellton Rd SW between Murphy Avenue
and Lee Street.
(Broken, uneven Sidewalk)



Across the street from 131 Murphy Avenue (north of Dill Avenue)
(Broken, uneven Sidewalk)



East side of Forsyth St between Marietta St and Five Points Station
(Broken pavement and gap between sidewalk slabs)



Atlantic Drive NW & 11th Street
(Broken, uneven Sidewalk)



Parker Street NW
(Obstruction, broken, uneven sidewalk)



Andrew Young Blvd NE
(Broken, uneven Sidewalk)



17th Street NE
(Broken, uneven Sidewalk)



17th Street NE
(Broken, uneven Sidewalk)



Spring Street & 19th Street NW
(Broken, uneven Sidewalk)



Spring Street & 19th Street NW
(Broken, uneven Sidewalk)



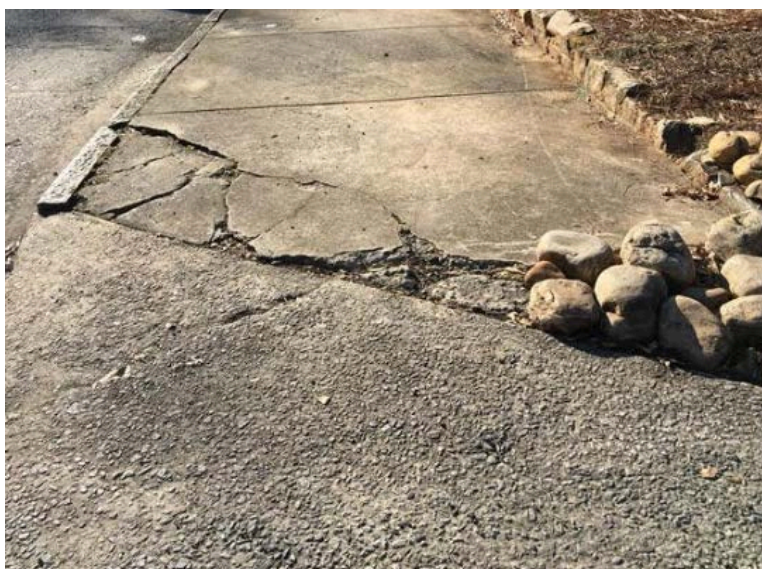
4th Street NE & Juniper Street NE
(Broken, uneven Sidewalk)



Todd Road NE & Highland View NE
(Broken, uneven Sidewalk)



Piedmont Avenue NE south of 5th Street NE
(Hole in sidewalk)



794 Dixie Avenue NE
(Broken, uneven Sidewalk)



Piedmont Avenue NE & Linden Avenue NE
(Broken, uneven Sidewalk)



898 Edgewood Avenue
(Broken, uneven Sidewalk)



Piedmont Avenue between Ralph McGill
Boulevard & Baker Street
(Broken, uneven Sidewalk)



Montgomery Ferry Drive NE between Flagler Ave
NE & Monroe Drive NE
(Broken, uneven sidewalk)



8th Street NE and Piedmont Ave NE
(Broken, uneven sidewalk)



Dixie Avenue NE and Spruce St NE
(Obstructed sidewalk)



Courtland Street NE & Pine Street NE
(Obstructed sidewalk)



Ralph McGill Boulevard NE
(Obstructed sidewalk)



Glen Iris Drive NE & Morgan Street NE
(Broken, uneven Sidewalk)



Edgewood Avenue & Auburn Avenue
(Broken, uneven Sidewalk)



976 Edgewood Avenue
(Broken, uneven Sidewalk)



Spruce Street NE
(Broken, uneven sidewalk and obstructed passage)



892 Edgewood Avenue
(Broken, uneven Sidewalk)



Juniper Street NE & 5th Street NE
(Broken, uneven Sidewalk)



857 Euclid Avenue
(Broken, uneven Sidewalk)



Campbellton Rd SW between Murphy Avenue
and Lee St.
(Broken, uneven Sidewalk)



356 Home Park Avenue
(Broken, uneven Sidewalk)



Ted Turner Drive between Baker & Simpson
(Broken, uneven Sidewalk)



776 Juniper Street NE
(Broken, uneven Sidewalk)

SECTION 4 – OBSTRUCTIONS
(POLES, TREES, ETC.)



Courtland Street NE & Pine Street NE
(Obstruction)



Renaissance Parkway & Courtland Street NE
(Obstructed sidewalk)



Piedmont Avenue NE & Ponce de Leon Avenue NE
(Obstruction)



4th Street NE between Argonne Avenue NE &
Durant Place NE
(Tree Blocking sidewalk)



6th Street NE between Piedmont Avenue & Myrtle Street NE
(Tree Blocking sidewalk)



McDonough Boulevard between Buchanan Lane SE and Martin Street SE
(Obstructed sidewalk)



13th Street NE & West Peachtree Street NW
(Pole blocking sidewalk)



West Peachtree Street NW & 12th Street NE
(Poles blocking sidewalk)



11th Street NE & West Peachtree Street NW
(Pole in middle of sidewalk)



Ponce de Leon Avenue & West Peachtree Street
(Obstructed sidewalk)



Maddox Drive NE & Montgomery Ferry Drive NE
(Obstructed sidewalk)



Maddox Drive NE & Montgomery Ferry Drive NE
(Obstructed sidewalk)



11th Street NE and Juniper Street NE
(Obstructed sidewalk)



6th Street & West Peachtree
(Obstructed sidewalk)



Edgewood Avenue at William H Borders Sr Dr
(Obstructed sidewalk)



10th Street NW & Fowler Street NW
(Obstruction)



182 10th Street
(Obstruction, narrow sidewalk)



Williams Street & 14th Street NW
(Improper crosswalk markings)

SECTION 5 – ADDITIONAL DEFECTS



Hill Street SE & South Avenue SE
(Missing sidewalk)



Charles Allen Drive NE between Ponce de Leon
Avenue & 4th Street NE
(Narrow sidewalk)



Piedmont Avenue between Ponce de Leon Avenue NE & North Avenue
(Missing sidewalk panel)



Piedmont Avenue between Currier Street NE and Ralph McGill Boulevard
(Narrow sidewalk)



Spruce Street NE
(obstructed passage)



Irwin Street NE between Jackson Street NE &
Hilliard Street NE
(obstructed Passage and uplifted concrete slab)



17th Street & West Peachtree Street
(Ramp not flat)



Piedmont Avenue between 10th Street & 11th Street
(Ramp not flush with street and cracks in crosswalk)



Metropolitan Parkway SW & Glenn Street SW
(Barrier in crosswalk)



Spring Street & 17th Street
(Missing crosswalk)



11th Street NE & Peachtree Street NE
(Missing crosswalks)



Peachtree & Peachtree PL NE
(Ramp to median)



4th Avenue & Spring Street
(Obstruction)



Linden Avenue NE & Courtland Street NE
(Missing crosswalk)



Renaissance Parkway & Courtland Street NE
(Narrow passage)



Courtland Street NE and Ralph McGill Boulevard
NE
(Ramp not flush)



Peachtree Street NE & Ralph McGill Boulevard
NE
(Cracks in crosswalk, narrow passage)



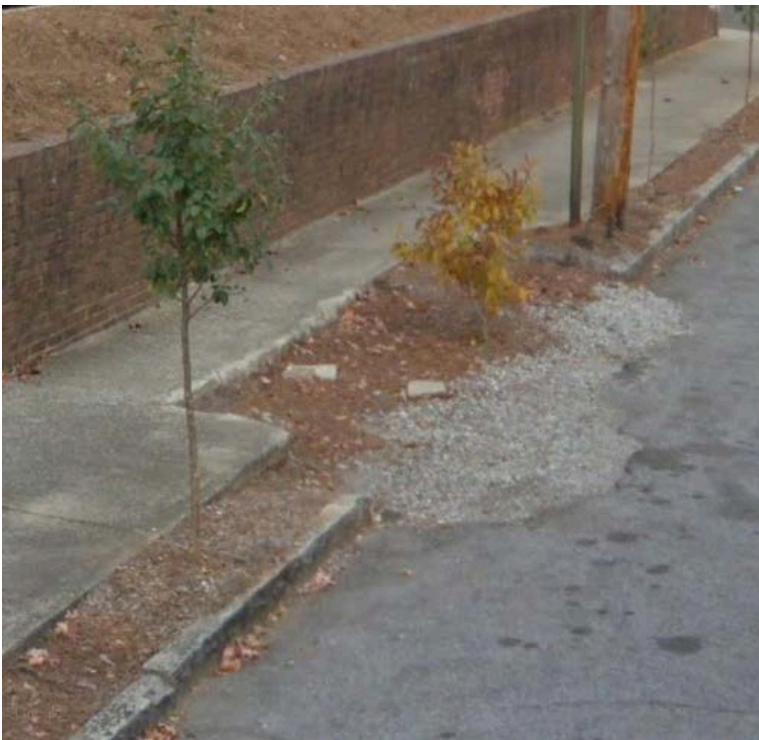
Sylvan Rd SW & Lee Street
(Ramp to no sidewalk)



1015 Donnelly Avenue SW
(Missing sidewalk)



Charles Allen Drive NE at 4th Street NE
(Missing crosswalk)



4th Street NE between Piedmont Avenue NE &
Myrtle Street NE
(Narrow passage)



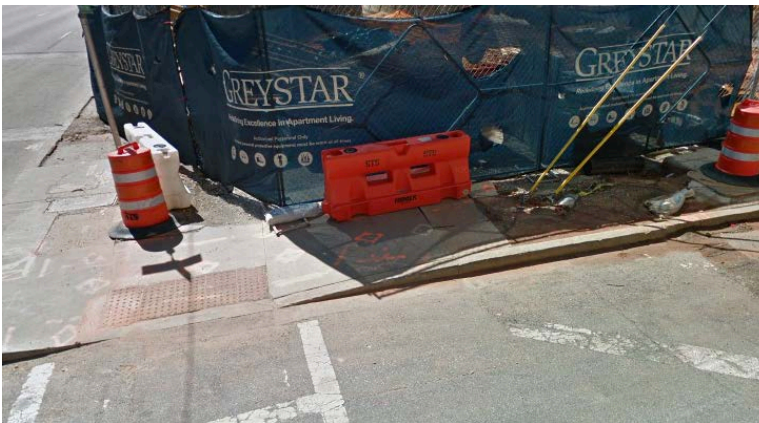
Daniel St SE
(Missing sidewalk)



Peachtree St NE
(Missing crosswalks)



17th St and Peachtree St NE
(Missing crosswalk)



18th Street NW
(Obstruction)



18th Street NW and Spring Street
(Missing crosswalk)



S Rhodes Center & Spring St
(Missing crosswalk)



Spring Street & Buford Street Connector
(Confusing crosswalk)



16th Street NE
(Cracks in sidewalk and narrow passage)



Arts Center Way and 16th Street NW
(Missing crosswalks)



Arts Center Way & 15th Street NW
(Off center ramp)



Arts Center Way
(Missing crosswalk)



14th Street & West Peachtree Street
(Missing crosswalk)



14th Street & West Peachtree
(Obstruction)



14th Street & Spring Street
(Missing crosswalk)



13th Street and Crescent Avenue NE



6th Street NE and Juniper Street
(Narrow passage)



3rd Street NE and Juniper Street
(Obstruction)



7th Street and Cypress Street NE
(Missing sidewalk)



Cypress Street NE & 5th Street NE
(Missing crosswalk)



Cypress Street NE & 3rd Street NE
(Obstruction)



5th Street & West Peachtree Street
(Improper crosswalk markings)



3rd Street & West Peachtree Street
(Obstruction)



Spring Street NW
(Narrow passage)



4th Street NW & Spring Street
(Obstruction)



Ivan Allen Jr Blvd & Centennial Olympic Park Dr
(No alternate routes provided)



Dill Avenue SW between Lee St and Division
Place - Oakland City Marta
(Uncovered water meter)



Across the street from 131 Murphy Avenue, north
of Dill Avenue
(Uncovered Water Meter, Oakland City Marta)



SW corner of Campbellton Rd & Lee Street
(Tactile strip doesn't cover entire access from ramp)



Across from 15 Peachtree St
(Gap in sidewalk slab)



Parker Street NW
(Missing sidewalk)



Spring Street, near ramp to connector NB
(Missing sidewalk)



Martin Street SW
(Obstruction)



Courtland Street NE at Currier Street NE
(Part of crosswalk missing)



Linden Avenue NW & Spring Street NW
(Improper markings)



W Peachtree St NW & Linden Avenue NE
(Improper markings)



Pine Street NE & West Peachtree Street
(Improper markings)



Courtland Street NE and Linden Avenue NE
(Improper markings)



Cypress Street NE & 5th Street NE
(Improper markings)



Peachtree Street NE & Ponce de Leon Avenue
NE
(Narrow passage)



3rd Street NE & Juniper Street NE
(Improper markings)



Juniper Street NE & 5th Street NE
(Improper crosswalk markings)



Cypress Street NE & 4th Street NE
(Obstruction)



Cypress Street NE & 4th Street NE
(Improper crossing markings)



Cypress Street NE & 4th Street NE
(Obstruction)



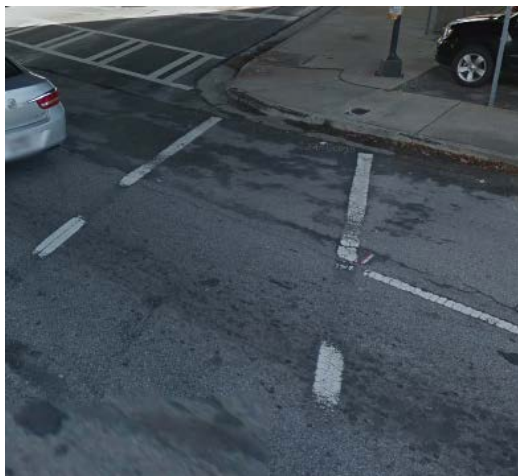
Cypress Street NE & 4th Street NE
(Obstruction)



14th Street NE
(Narrow sidewalk)



Randolph Street NE and Irwin Street NE
(Obstruction)



Spring Street NW & Rhodes
(Improper crosswalk markings)



Ponce de Leon Avenue & Peachtree Street



18th Street & Spring Street
(Improper crosswalk markings)



Monroe Circle NE (entire street)
(Broken, missing sidewalk)



Rogers Street NE & Wade Avenue NE
(Missing sidewalk)



Spring Street NW & Abercrombie Place NW
(Sidewalk obstruction)



10th Street NW and Nassau Street NW
(Missing crosswalk)



75 Robin Hood Road NE
(Sidewalk ends)